

**SEVERANCE AND RELEASE AGREEMENT BETWEEN
CITY OF SANTA ANA AND KRISTINE RIDGE**

This Severance Agreement and Release of Claims (hereinafter referred to as the “Agreement”) is made and entered into by and between Kristine Ridge, her heirs, representatives, successors, and assigns (hereinafter collectively referred to as “Ridge”) and the City of Santa Ana, a municipal corporation, and its City Council, Boards and Commissions, City Council members, officers, agents, employees, administrators, representatives, attorneys, executors, successors, and assigns (hereinafter collectively referred to as the “City”) (Ridge and the City are collectively referred to as the “Parties.”)

RECITALS

WHEREAS, Ridge has been employed with the City of Santa Ana as City Manager, an at-will position, since in or about May 1, 2019;

WHEREAS, Ridge serves in the capacity of an at-will employee of the City of Santa Ana in accordance with the City Manager Employment Agreement between the City and Ridge, amendments to the City Manager Employment Agreement executed after Ridge’s date of hire and City Council adopted Resolutions pertaining to her employment;

WHEREAS, under the terms of the City Manager Employment Agreement Ridge’s at-will employment may be terminated without cause and Ridge would be entitled to severance pay if terminated without cause but no severance pay if she voluntarily resigned or retired;

WHEREAS, Ridge and the City have agreed to resolve differences concerning her employment and to permit her to resign her employment with the City and the City, by and through its City Council, desires to end its employment relationship with Ridge;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below and for other valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

TERMS OF AGREEMENT

1. Effective Date

This Agreement shall become effective and irrevocable upon execution of the Agreement by both Parties and upon expiration of the Revocation Period set forth in paragraph 6(e) below, hereinafter referred as the “Effective Date” of this Agreement.

2. Separation and Consideration

- a. **City’s Promises**: The City agrees to allow Ridge to resign from her employment with the City and retire. The City agrees to pay Ridge the total sum of \$651,939 consisting of the maximum salary in severance pay authorized by California

Government Code section 53260 in the amount of \$489,272 and \$162,667 attributed to alleged personal/physical injuries and emotional distress damages, including past and future medical costs resulting therefrom (“Settlement Amount”). The Settlement Amount will be paid to Ridge in two separate checks on January 2, 2024, as follows: (1) one check made payable to Ridge in the amount of \$489,272 less all taxes and other applicable withholdings as required by law, to be reported on a Form W2; and (2) one check made payable to Ridge in the amount of \$162,667 which will not include withholdings and will be attributed to alleged personal/physical injuries and emotional distress damages, including past and future medical costs resulting therefrom, to be reported on Form 1099. The City shall cash out any of Ridge’s remaining accrued leave balances consistent with her Employment Agreement.

- b. **Ridge’s Promises:** In consideration for the promises the City has set forth in the Agreement, Ridge acknowledges and agrees that she releases all claims as set forth in Paragraphs 5-7 below. Ridge’s resignation from her employment with the City will become irrevocable on the Effective Date of this Agreement. Ridge promises that she will not seek unemployment benefits as she is voluntarily resigning.
- c. **Joint Promises:** Ridge and City agree that they shall not make any written, oral or electronic statement to any member of the public, the press, or any City employee concerning the Ridge’s separation except in the form of a mutually agreeable joint statement, which is attached to the Agreement as Exhibit 1.

3. Ridge’s Representations Regarding Claims

Ridge represents there are no known actions at law or administrative proceedings currently pending which relate, reflect, or concern allegations arising out of Ridge’ employment with the City, including but not limited to allegations related to her hiring, retention, compensation or separation, or based on any act or failure to act by the City affecting, involving, or relating to Ridge and her employment with the City.

4. City Representations Regarding Claims

The City represents that there are no known actions at law or administrative proceedings currently pending which relate, reflect, or concern allegations arising out of Ridge’ employment with the City, including but not limited to allegations related to her hiring, retention, compensation or separation, or relating to Ridge and her employment with the City.

5. Ridge’s Release of Claims.

In exchange for the valuable consideration and compromises set forth in this Agreement, Ridge, on behalf of herself, her representatives, heirs, executors, administrators, attorneys, successors, and assigns hereby releases and discharges the City, its City Council, Boards and Commissions, its City Council members, officers, directors, agents, and employees (whether former or current), successors, assigns, insurers, attorneys, and consultants (all hereafter singly

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and collectively referred to as “the parties hereby released”), from any and all actions, claims, judgments, obligations, damages, and liabilities of any kind and character which Ridge may now have or has ever had arising from or during her employment with the City, including but not limited to:

- a. Any and all claims for wages, salary, paid leave, and/or benefits;
- b. Any grievance or other administrative remedy deriving from City policy, rule, agreement, memorandum of understanding or similar document;
- c. Any and all claims for wrongful or constructive discharge and/or reinstatement;
- d. Any and all claims relating to any contracts, express or implied, or breach of the covenant of good faith and fair dealing, express or implied;
- e. Any and all tort claims of any nature, including but not limited to fraud, deceit, misrepresentation, negligent misrepresentation, defamation, invasion of privacy, negligent or intentional infliction of emotional distress;
- f. Any and all claims employment or labor based claims under federal, State, or municipal statute or ordinance, including but not limited to race, national origin, color, age, sex, gender, sexual orientation, disability, religion, marital status, whistleblower, protected activity, or any other legally recognized protected status, and including, but not limited to, any claims under the United States Constitution, California Constitution, California Fair Employment and Housing Act, Family and Medical Leave Act, California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. Section 1981, 42 U.S.C. Section 1983, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers’ Benefit Protection Act, the California Labor Code including but not limited to Section 1102.5, the Fair Labor Standards Act, and any other laws and regulations relating employment;
- g. Any and all claims for attorney’s fees or costs; and
- h. Ridge hereby further agrees that this Agreement shall operate as a complete bar against any and all litigation, charges, grievances now pending or contemplated by her or which might at any time be filed including but without limiting the foregoing, any and all matters arising out of or connected with Ridge’s employment by and separation of employment from the City. Each of the aforesaid claims, whether known or unknown, are hereby fully and finally settled, compromised and released by Ridge.

6. Ridge’s Release of Claims Under Age Discrimination in Employment Act

Ridge acknowledges that she is knowingly and voluntarily waiving and releasing any rights or claims she may have under the Age Discrimination in Employment Act of 1967, as amended

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by the Older Workers Benefits Protection Act. Ridge further acknowledges she has been advised by this writing that:

- a. Ridge is advised to consult an attorney of her own choosing before executing this Agreement, and Ridge represents that she has in fact consulted with an attorney regarding this Agreement.
- b. The compensation and other compromises provided in this Agreement constitute independent consideration for the said waiver and are in addition to any other payment to which she is entitled.
- c. This Agreement is written in a manner designed to be understood by Ridge and that she has read it carefully and understands its terms.
- d. Ridge has twenty-one (21) days from receipt of the terms of this Agreement to consider it before signing it (the "21-Day Consideration Period"). Ridge may sign this Agreement before the end of the 21-Day Consideration Period, but is under no obligation to do so. Ridge understands that by signing the Agreement prior to the expiration of the 21-Day Consideration Period, she has voluntarily waived the remainder of the 21-Day Consideration Period.
- e. Ridge acknowledges she has seven (7) days after signing this Agreement to revoke it (the "Revocation Period") and that she may do so by providing written notice to the City (specifically to the Human Resource Director, or his authorized designee) of her intent to revoke this Agreement. This Agreement shall not become effective or enforceable until the seven (7) day Revocation Period has expired. The Parties have set the Effective Date of this Agreement as the date upon which this Revocation Period ends. In the event that Ridge revokes the Agreement pursuant to this paragraph, the entire Agreement shall be void and ineffective.

7. Release of Claims Under California Civil Code Section 1542

Ridge further understands and agrees as follows:

- a. That there is a risk that prior to the date of execution of this Agreement, Ridge may incur or suffer loss, damages, or injuries which may in some way be caused by an act or omission of the City, but which are unknown, unsuspected, and unanticipated based upon or related to Ridge's recruitment, hiring, employment, and separation, and that Ridge represents and warrant that she is not aware of any such circumstance now;
- b. That Ridge assumes the above-mentioned risks and understand that the General Release contained in this Agreement shall apply to all unknown, unsuspected, or unanticipated results of the acts or omissions of the City, specifically including, but not limited to, the recruitment, hiring, employment, and separation of Ridge, as well as those known, suspected and anticipated, and upon the advice of legal counsel,

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Ridge hereby waives any and all rights under California Civil Code section 1542 (“Section 1542”), which section has been duly explained to Ridge, and reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Ridge understands and acknowledges that the significance and consequence of this waiver of Section 1542 is that, even if she should eventually discover additional damages arising out of the matters which gave rise to claim(s) against the other, she will not be permitted to make any claim for those damages. Furthermore, Ridge acknowledges that she intends these consequences even as to claims that may exist as of the date of this release but which she does not know exist, and which, if known, would materially affect her decision to execute this release, regardless of whether her lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

8. No Admission of Liability

This Agreement and compliance with this Agreement shall not be construed as an admission of any liability by either Ridge and/or the City of any unlawful or wrongful acts by either Party, individually, or collectively. This Agreement is entered into solely to amicably end Ridge’s employment with the City.

9. Public Record

Ridge acknowledges and agrees that this Agreement is a public record under the California Public Records Act (California Government Code section 7920.000 et seq.) and that if the City receives a request for disclosure of this Agreement that City shall release a copy to said requestor.

10. Return of Property

On or before Tuesday, October 10, 2023, Ridge shall return to the City all City property in her possession or subject to her control, including without limitation any keys, credit cards, cellular telephones, electronic devices, files, and documents (and all copies thereof). Ridge will recover her personal property from the City.

11. No Precedent

The Parties specifically acknowledge and agree that this Agreement is a compromise which shall not operate, nor be considered, as evidence of a practice or past practice of the City or a precedent in the future.

12. Construction of the Agreement

Each Party has cooperated in the drafting and preparation of the Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

13. Acknowledgment of Voluntary Execution

Both Parties have carefully read this Agreement and understand the contents. Both the City and Ridge have been afforded the opportunity to consult with their own counsel regarding this matter and have in-fact consulted with attorneys of their own choosing. The Parties freely, knowingly, and voluntarily enters into this Agreement without any duress or undue influence on the part of any person released by this Agreement, or by any third party. Ridge warrants and represents that she has the mental and emotional capacity to understand the provisions of this Agreement and its effects upon her legal rights, and that she has consulted or has had the opportunity to consult with legal counsel of choice about the terms of this Agreement and her decision to enter into it.

14. Partial Invalidity

In the event that any of the covenants, duties, or restrictions of this Agreement are found to be illegal, invalid, or unenforceable, such provision, if possible, shall be construed so as to render the provision legal, valid, and enforceable. In the event such provision cannot be amended or construed to be legal, valid, and enforceable, such provision shall be deemed deleted and the remainder of this Agreement shall remain in full force and effect.

15. Entire Agreement

This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings, written or oral, between the Parties pertaining to the subject matter hereof, including, but not limited to, conflicting terms and provisions of the City Manager Employment Agreement. No other promises or agreements shall be binding upon the Parties with respect to the subject matter of this Agreement unless contained herein or separately agreed to in writing by the Parties. This Agreement may not be modified except by a writing signed by Ridge and a duly authorized representative of the City. This Agreement shall be binding on each of the Parties and their heirs, estates, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each of the Parties and of the Released Parties, and to their heirs, estates, administrators, representatives, executors, successors, and assigns.

16. Applicable Law

This Agreement shall be governed by the laws of the State of California, and shall in all respects, be interpreted and enforced under the laws of California. If litigation arising out of or connected with this Agreement, it shall be instituted and maintained in the courts of Orange County in the State of California or in the United States District Court, Central District of California, and the Parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. No Assignment

Ridge warrants that she has not assigned, transferred, nor purported to assign or transfer, any claim(s) she may have against the City, and she will not assign or transfer, nor purport to assign or transfer, any claim(s) she may have against the City. The City warrants that it has not assigned, transferred, nor purported to assign or transfer any claim(s) it may have against Ridge and that it will not assign nor purport to assign or transfer hereafter any claim(s) it may have against Ridge.

18. Waiver

Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder.

19. Section Headings

The section and paragraph headings contained in this Agreement are for references purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

20. Originals

This Agreement may be executed in one or more Originals, each of which shall, for all purposes, be deemed a legally enforceable Original representative of the full and complete agreement of the Parties.

21. Attorney's Fees and Costs

Ridge and the City each expressly agree to waive all attorney's fees and costs incurred as a result of each other's actions and the drafting of this Agreement up through the Effective Date of this Agreement. Ridge and the City agree and understand that in the event that a party seeks to enforce this Agreement in any court, arbitration or similar forum, the prevailing party will be entitled to its attorney's fees and costs.

22. Electronic/Facsimile Signatures

Electronic and facsimile signatures on the Agreement shall be acceptable as original signatures provided that, concurrently with the fax, an original signature is concurrently dispatched by first class mail to the other Party's counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written below.

**KRISTINE R. RIDGE,
an individual**

**CITY OF SANTA ANA,
a municipal corporation**

By: _____
Kristine Ridge

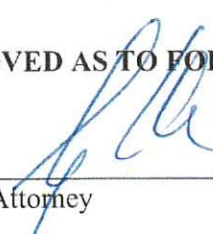
By: _____
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  _____
Attorney

By: _____
City Attorney

ATTESTED TO BY:

By: _____
City Clerk

22. Electronic/Facsimile Signatures

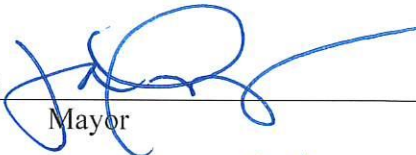
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**KRISTINE R. RIDGE,
an individual**

**CITY OF SANTA ANA,
a municipal corporation**

By: 
Kristine Ridge

By: 
Mayor

Date: 10/9/2023

Date: 10/9/23

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Attorney

By: 
City Attorney

ATTESTED TO BY:

By: 
City Clerk



PRESS RELEASE

The Santa Ana City Council has agreed to accept the resignation of its City Manager, effective today, Monday, October 9, 2023. By a vote of ____ the City Council accepted the resignation and approved a severance and release agreement, as provided for in the employment agreement.

The City Council thanks Ms. Ridge for her dedication and commitment to the City of Santa Ana and her many accomplishments for the benefit of Santa Ana's residents, businesses and employees.

"Ms. Ridge served this City very well" said Mayor Valerie Amezcua, "and we are particularly appreciative of her leadership to the City and community during her tenure as City Manager.

"It has been a pleasure and a privilege to serve the great City of Santa Ana said Ms. Ridge. I wish nothing but continued success for the City and all its dedicated employees."

"Selection of a permanent City Manager will be a top priority of the Council in the near future," added Mayor Amezcua, "as our prime objective will be to continue our leadership in developing goals and strategies for the Council and the staff to accomplish together. The Council appreciates the hard work of all of its employees, and is confident that together we will continue to make the best interests of the City our top priority."