

**AGREEMENT  
BY AND BETWEEN  
THE  
CITY OF NEW HAVEN  
AND  
DEAN ESSERMAN  
FOR  
PROFESSIONAL SERVICES**

**EXECUTED  
ORIGINAL**

**A16-1157**

This Agreement is entered into as of the 2nd day of September 2016, by and between the City of New Haven (hereinafter referred to as the "City"), and Dean Esserman of New Haven, CT (hereinafter "Esserman"). The City and Esserman may be referred to herein as "the parties". For the purposes of this Agreement the City shall include all elected and appointed persons, all relevant employees associated with the City, the New Haven Police Department, its officers, administrators and employees.

**WHEREAS**, Esserman was named Police Chief of the City on October 18, 2011 and has served as the duly appointed and approved Police Chief of the City since that date; and

**WHEREAS**; Esserman's appointment with the City as Police Chief expires January 31, 2018; and

**WHEREAS**, Esserman and the City have agreed to terminate his employment as Police Chief in accordance with the terms set forth;

**NOW, THEREFORE**, for purposes of fully and finally resolving all matters, issues and disputes as between the City, and in consideration of the mutual promises herein contained, the City and Esserman agree, as follows:

1. Esserman's employment as Police Chief of the City of New Haven will terminate effective September 2, 2016 and he shall be deemed by the City up to and including the effective date of the employment termination to be in good standing as a City employee and Department head.

2. In consideration for the termination of the Esserman's employment and in consideration of the promises and agreements hereafter, the City agrees to pay Esserman a lump sum of Ninety-Nine Thousand Five Hundred (\$99,500) Dollars, said payment to be made on or before September 16, 2016. In addition, as part and parcel of this Agreement, both parties shall consider this Agreement to be a successor to the current Esserman employment contract, including the terms of the November 10, 2015 letter from Mayor Toni Harp to Dean Esserman, and that he shall be deemed to have successfully completed the terms of his current employment contract on September 2, 2016 for the purposes of employment benefits and, as such, effective September 2, 2016, Esserman shall be eligible for the retiree medical program which is part and parcel of his employment contract as Police Chief. The City will pay the full cost of the

retiree medical from September 2, 2016 through September 1, 2017; thereafter Esserman shall pay the retiree premium cost share (as defined in the New Haven Police Union contract in effect through June 30, 2016) of said retiree medical program. Further, Esserman shall be entitled to such vacation time/benefits as are part of his contract with the City and all accrued time/benefits shall be paid by September 9, 2016.

It is also agreed as between the parties that nothing contained herein shall set any precedent nor shall it constitute any form of past practice due to the unique circumstances of the parties' relations as described above.

3. Esserman agrees and acknowledges that he has ongoing obligations and responsibilities from his time as Police Chief, including obligations to cooperate with counsel for the City in existing, pending or threatened federal and state court litigation or administrative claims or appeals (including but not limited to matters before the state commission on Human Rights and Opportunities/CHRO). Esserman agrees in consideration of the lump-sum payment referenced above to provide Corporation Counsel for the City with his current address, current telephone and current/up to date cell phone numbers and current email address for the period commencing September 2, 2016 and through the end of February 2018; and he agrees to appear for depositions and as a witness for such federal and state court cases and administrative agency appeals or matters until February 2020. The City, acting by its counsel, will provide him due and appropriate notice of such required appearances and the parties will cooperate to resolve any issues related to the expenses for such appearance, including travel and stay issues. Esserman acknowledges that failure to appear and to cooperate with City counsel concerning such court and agency appearances may result in action and penalties against him imposed by the court or agency.

4. In addition to, and without limiting any other language in this Agreement, the City agrees to defend, indemnify and hold Esserman harmless from any and all claims that have been or may in the future be made or asserted against him which relate to, or arise out of or are in connection with Esserman's employment as Police Chief of the City or which arise from or are related to Esserman's actions taken in performing or discharging the duties or responsibilities described in this Agreement. This indemnification, defense and hold harmless extends to and includes the obligation to provide Esserman with counsel to defend any such claims and to indemnify and hold Esserman harmless as to any and all compensatory and/or exemplary damages awards related to any such claims.

5. The City will provide to any prospective employers of Esserman a letter of recommendation attesting to his service as Police Chief and his being in good standing as of the effective date of his resignation. The Manager of Human Resources and Benefits shall offer such additional favorable and supportive comments as shall be consistent with such letter of recommendation to said prospective employers.

6. Esserman, for himself, his heirs, executors, administrators, successors and assigns knowingly and voluntarily releases and forever discharges the City from all claims, demands, obligations, liabilities, actions, causes of action, known and unknown,

and, as well any claim for costs, attorney's fees, expenses or other damages whatsoever, including compensatory, liquidated or punitive damages or damages for physical and/or emotional distress, which Esserman had, has or may have against the City related to or in any way deriving from his employment with the City of New Haven Police Department, from the beginning of time to the date of these presents. Provided, this release shall not include any claims brought under or arising from Esserman's involvement as a witness or litigant in the court and administrative agency matters referenced herein. Further, Esserman's release of the City shall not include:

- a. claims brought under the Connecticut Worker's Compensation Act;
- b. alleged violations of Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq., or any successor statute;
- c. alleged violations of the Civil Rights Act of 1991, 42 U.S.C. Sec. 1981, et seq., or any successor statute;
- d. Connecticut Fair Employment Practices Act, Sec. 46a-51, et seq., or any successor statute;
- e. Connecticut Freedom of Information Statute, Sec. 1-200, et seq., or any successor statute

7. The City and Esserman expressly acknowledge that this is their entire agreement. There is no understanding or agreement as between the City and Esserman that is not recited herein.

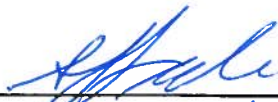
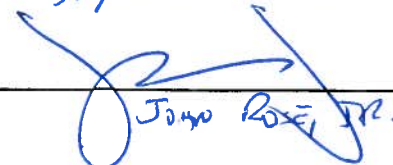
8. The validity, effect and operation of this Agreement shall be determined by the laws of the State of Connecticut.

9. Esserman and the City affirmatively state that they have respectively had the opportunity to consult with counsel to consider, to review, and to influence the terms and provisions of this Agreement; that each and both have full understanding of its contents; that they have each and both executed this Agreement voluntarily and of their own free will.

10. This Agreement may be executed in several counterparts, each of which shall be deemed an original hereof, and all of which, taken together, shall constitute one and the same Agreement.


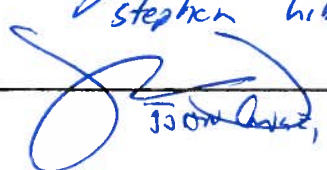
**WITNESS:**

**CITY OF NEW HAVEN**

  
\_\_\_\_\_  
Stephen Librandi  
  
\_\_\_\_\_  
Tony Rossi Jr.

By:   
\_\_\_\_\_  
Toni N. Harp  
Mayor

WITNESS:

  
\_\_\_\_\_  
Stephen Hibrach,  
  
\_\_\_\_\_  
John Davis, Jr.

BY:

  
\_\_\_\_\_  
Dean Esserman