

SEPARATION AGREEMENT

This separation agreement (“Separation Agreement”) by and between the City of Stevenson and Mark Tittle (“Employee”).

For good and valuable consideration, the parties agree as follows:

1. Separation of Employment. EMPLOYEE’S last date of employment with the City of Stevenson shall be _____, 2022.
2. Severance Pay. The City of Stevenson agrees to pay EMPLOYEE three (3) months of severance pay at his/her current regular rate of pay. Such severance pay shall be paid by check in a lump sum payment; provided, however, that the severance payment shall not be made until after EMPLOYEE has returned the executed Separation Agreement to the City of Stevenson, and the Revocation Period specified in Paragraph 8 below has expired. The severance payment made under this Separation Agreement shall be subject to all withholdings required by state and federal law. The parties agree that the separation pay described in this Paragraph 2 is designed to aid EMPLOYEE’s transition to alternative employment, and that the specified benefits do not constitute benefits to which they would otherwise be entitled upon separation under existing employee benefit plans provided by the City of Stevenson or under any pre-existing benefit plans provided by the EMPLOYEE and the City of Stevenson.
3. Health Insurance. If EMPLOYEE makes timely application and remains eligible for such benefits, the City of Stevenson will provide EMPLOYEE and his/her dependents with continued medical, dental and vision benefits under its current health insurance policies for 18 months following the Separation Date (“COBRA” benefits) at the cost of the EMPLOYEE. It is the intent of the parties that EMPLOYEE’s COBRA rights begin to run on the Separation Date.
4. Accrued Vacation and Floating Holidays. The City of Stevenson agrees to pay EMPLOYEE for vacation and floating holidays that he/they has accrued but not used, if any, as of the Separation Date subject to all withholdings required by state and federal law.
5. Release. EMPLOYEE accepts the benefits contained in this Separation Agreement in full satisfaction of all his/her rights and interests relating to his/her employment with and separation from the City of Stevenson and, in consideration therefore, EMPLOYEE hereby releases the City of Stevenson, its affiliates, successors, predecessors, past and present officers, directors, agents, and employees from all claims (other than claims for the payments provided for under this Separation Agreement), causes of action or liabilities, suspected or unsuspected and irrespective of any present lack of knowledge of any possible claim or of any fact or circumstance pertaining thereto, which EMPLOYEE may have or claim to have against the City of Stevenson arising from or during his/her employment or as a result of his/her separation from employment. This release specifically covers, but is not limited to, any workers’ compensation or disability claims under state law; any claims of discrimination based on any protected class, including but not limited to race, color, national origin, sex, sexual orientation, marital status, age (including claims under the Age Discrimination in Employment Act) or physical or mental disability under any federal, state, or local law, rule, or regulation; any contract or tort claims arising under federal, state, or local law; any claims arising under federal, state or local law based on promises made or allegedly made by the City of Stevenson to EMPLOYEE; and any claims under any express or implied contract or legal restrictions on the City of Stevenson’s right to terminate its employee. EMPLOYEE hereby covenants not to assert any such claims or causes of action.
6. Other Claims or Lawsuits. EMPLOYEE represents that as of the date they execute this Separation Agreement, they have not filed any complaints, charges or lawsuits against the City of Stevenson with any governmental agency or any court.
7. No Admission. Nothing in this Separation Agreement shall be construed as any indication that the City of Stevenson has acted wrongfully towards EMPLOYEE or any other person.
8. Review and Revocation. EMPLOYEE acknowledges that:
 - a. The EMPLOYEE was given and received this Separation Agreement on September 29, 2022.
 - b. Pursuant to applicable law, they have been offered the opportunity to review a copy of this Separation Agreement for a period of twenty-one (21) days (the “Review Period”).
 - c. The City of Stevenson advised EMPLOYEE at the beginning of the Review Period to consult with an attorney concerning the terms and conditions of this Separation Agreement, including without limitation the release set forth in this Separation Agreement; and
 - d. The terms and conditions of this Separation Agreement have not been amended, modified, or revoked during the Review Period. The City of Stevenson and EMPLOYEE agree that EMPLOYEE shall have seven (7) calendar days (the “Revocation Period”) following the date on which EMPLOYEE signs this Separation Agreement to revoke his acceptance of the Separation Agreement and the release set forth in this Separation Agreement, and this Separation Agreement shall not become effective until the Revocation Period has expired.

9. Confidential Information. EMPLOYEE agrees to maintain the confidentiality of this Agreement. EMPLOYEE agrees not to divulge the terms of this Agreement to, or discuss the events leading up to his separation from EMPLOYER with, any person other than his attorney and members of his immediate family.
10. Voluntary Execution. EMPLOYEE represents that they have read, considered, and fully understands this Separation Agreement and all its terms, and executes it freely and voluntarily.
11. Construction of Agreement; Governing Law. Each party has had a full and complete opportunity to review this Separation Agreement, and has been given the opportunity to have counsel review it. Accordingly, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Separation Agreement. Interpretation of this Separation Agreement shall be under Washington law. If any such action is necessary to enforce the terms of this Separation Agreement, the substantially prevailing party shall be entitled to receive reasonable attorneys' fees and costs.
12. No Representations. EMPLOYEE represents that in entering into this Separation Agreement, they do not rely and have not relied upon any representation or statement made by the City of Stevenson or any of its employees or agents concerning this Separation Agreement.
13. Remedies for Breach of Covenants. In the event of a breach or threatened breach by EMPLOYEE of any covenants herein, EMPLOYEE agrees that the City of Stevenson shall be entitled to a temporary restraining order or a preliminary injunction (without the necessity of the City of Stevenson posting any bond in connection therewith) restraining EMPLOYEE from such breach or threatened breach. Nothing herein shall be construed as prohibiting the City of Stevenson from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from EMPLOYEE.
14. Complete Agreement. This Separation Agreement constitutes a full and final resolution of all matters in any way related to EMPLOYEE's employment with and separation from the City of Stevenson. This Separation Agreement supersedes any and all other agreements between the parties.
15. Amendment. The parties agree that no modification, change or amendment of this Separation Agreement or any of its provisions shall be valid, unless in writing and signed by the party against whom such claimed modification, change or amendment is sought to be enforced.
16. Severability. If any provision of this Separation Agreement, or portion thereof, shall be held invalid or unenforceable by a court of competent jurisdiction or in any arbitration proceeding, such invalidity or unenforceability shall attach only to such provision or portion thereof, and shall not in any way affect or render invalid or unenforceable any other provision of this Separation Agreement or portion thereof, and this Separation Agreement shall be carried out as if any such invalid or unenforceable provision or portion thereof were not contained herein. In addition, any such invalid or unenforceable provision shall be deemed, without further action on the part of the parties, modified, amended or limited to the extent necessary to render the same valid and enforceable.
17. Titles. The titles of the paragraphs of this Separation Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any of their terms, covenants or conditions of the Separation Agreement.

IN WITNESS WHEREOF, the parties have executed this Separation Agreement as their free and voluntary act on the dates set forth below.

EMPLOYEE

Date

THE CITY OF STEVENSON

Mayor

Date