

SEPARATION AND RELEASE AGREEMENT

This Separation Agreement and Full Release ("Agreement") is made and entered into by Matthew Brown ("Employee") and the City of St. Helens ("City"). Employee and the City are referred to collectively herein as the "Parties."

1. Termination of Employment. Employee will resign his employment with the City effective September __, 2022 (the "Termination Date"). Employee will be paid all compensation due through the Termination Date, less all applicable federal and state taxes and withholdings (and any other deductions or withholdings required by law), on the final day of his employment.

2. Severance Pay. In consideration of Employee entering into this Agreement with the City, and subject to Employee's execution of this Agreement, the City will pay to Employee four (4) months' salary, equal to Fifty-three Thousand Forty-nine Dollars and no/100 (\$53,049.00) (the "Severance Pay"), as wages, in one lump sum payment, less applicable taxes and withholding, within fourteen (14) days of mutual execution of this Agreement.

3. Payment of Accrued Leave. Employee, in conjunction with the termination of his employment and consistent with City policy, shall also receive his accrued leave in the amount of Twenty-one Thousand Two Hundred Ninety Four Dollars and no/100 (\$21,294.00), in one lump sum payment, less applicable taxes and withholding, within fourteen (14) days of mutual execution of this Agreement.

4. Acknowledgment of Consideration. Employee acknowledges and agrees that Severance Pay represents substantial consideration to which Employee is not otherwise entitled. Employee acknowledges and agrees that the Severance Pay represents compensation and, therefore, the City will withhold from the Severance Pay all applicable federal and state taxes and withholdings (and any other deductions or withholdings required by law). The City will report the Severance Pay to governmental agencies, and Employee shall be solely responsible for any taxes determined to be owed by him on any portion of the Severance Pay and any liability assessed for any taxes, penalties, interest, or other losses imposed by any taxing authority on any portion of the Severance Pay.

5. Waiver and Release. Employee waives, releases, acquits, and forever discharges the City from and against any and all liabilities, damages, claims, demands, expenses, charges, and causes of action, including, without limitation, all claims raised or which could be raised for additional compensation, benefits, reinstatement, and reemployment, arising on or before the date this Agreement is signed by Employee, whether known or unknown, arising out of or related to, whether directly or indirectly, Employee's employment with the City and termination of employment with the City to the fullest extent permitted by law. This waiver and release will be interpreted in the broadest manner possible and will specifically include, without limitation, all claims for relief or remedy under any applicable contract, tort, and/or common law theories, and any and all state and federal laws and regulations, including, without limitation, any Oregon statutes and regulations dealing with the enforcement of civil rights, employment rights, discrimination, retaliation, all state and federal wage and hour laws, Title VII of the Civil Rights Act of 1964, the Post Civil War Civil Rights Acts (42 USC §§ 1981-88), the Civil Rights Act of 1991, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Family and Medical Leave Act of 1993, the Americans with Disabilities Act of 1990, the Older

Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, the Fair Labor Standards Act, Executive Order 11246, the Employee Retirement Income Security Act, and their state counterparts, all as may be amended from time to time, any regulations under such laws, and any and all other applicable federal, state, and local employment laws, ordinances, rules, and regulations. Employee acknowledges and agrees that this is a total and complete release by Employee of all claims arising on or before the date this Agreement is signed by Employee under any legal or equitable theory, including, without limitation, all claims asserted or which could have been asserted, arising from, or in any way related to, Employee's employment or separation from employment with the City, to the fullest extent permitted by law, even though there may be facts and consequences of facts which are unknown to Employee and the City at this time. Employee represents and warrants that Employee has not assigned or transferred any interest in any action, claim, right, or demand which is waived and released under this Agreement.

This Agreement does not release claims that cannot be released as a matter of law, such as Employee's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission ("EEOC"), or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment against the City. Any such filing or participation, however, does not give Employee the right to recover any monetary damages or fines against the City; Employee's release of claims in this Agreement bars him from recovering any such monetary relief.

6. Withdrawal of Claims. As a condition precedent to any payments made pursuant to this Agreement, Employee shall first withdraw and dismiss, with prejudice, any and all claims, charges, lawsuits, or complaints, whether known or unknown, that Employee has initiated or that others have initiated on his behalf against the City. Employee shall execute and deliver such forms or documents as are necessary to carry out the requirements of this Agreement. This withdrawal of claims is not intended to and does not include any claims for workers' compensation filed by Employee.

7. Mutual Non-Disparagement. At Employee's request, Employee and the City agree that they will not disparage each other or make any comments which would tend to damage their respective reputations or cause the listener to think poorly of either Employee or the City, or any of its current and former subsidiary corporations, parent corporations, officers, directors, partners, shareholders, employees, trustees, successors, insurers, attorneys, and assigns and each of them.

8. Neutral Reference. In response to any inquiry by a prospective employer about Employee, the City agrees to provide a neutral employment reference for Employee, confirming only dates of employment, position(s) held, and last rate of pay, and to tell the individual seeking a reference that that is all the employer's policy permits it to disclose with respect to references.

9. No Admission of Liability. This Agreement is not intended to nor will it be construed in any way as an admission by the City of any liability whatsoever to Employee and will not be used as evidence of liability or wrongdoing on the part of the City.

10. Miscellaneous.

10.1 Severability. Every provision of this Agreement is intended to be severable. If a court or agency of competent jurisdiction determines that any term or provision contained in this Agreement is illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect the other terms and/or provisions of this Agreement, which will continue in full force and effect.

10.2 Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

10.3 Governing Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon (without giving effect to any conflict-of-law principle of any jurisdiction), and venue for any action concerning this Agreement will lie in Columbia County, Oregon.

10.4 Attorney's Fees. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

10.5 Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

10.6 Review by Employee. Employee agrees that he is entering into this Agreement freely and voluntarily and that he has been given adequate time to review and decide whether to sign this Agreement, and signs it only after full reflection and analysis. Employee further acknowledges that he has been advised to obtain an attorney's independent counsel and advice; that he has read it carefully and fully understands all of its provisions; and that neither the City nor its agents or representatives have made any representations to him concerning the terms or effects of this Agreement other than those contained herein.

10.7 Signatures. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

10.8 Return of City Property. Employee represents and warrants that Employee has returned to the City any and all passwords, computer access codes, keys, credit cards, records, files, forms, materials, phones, equipment, software, supplies, and any other materials furnished, used, and/or generated by Employee during the course of Employee's employment with the City,

including, without limitation, any Confidential Information, and any and all copies of the foregoing, all of which Employee acknowledges and agrees is the sole property of the City.

10.9 Definitions. For purposes of this Agreement, the term "Employee" means Employee and Employee's heirs, executors, administrators, and assigns; the term "City" means the City and its successors, assigns, divisions, affiliates, and related entities, and all past, present, and future elected officials, City Councilors, officers, directors, managers, members, shareholders, employees, attorneys, agents, volunteers, and insurers of the aforementioned; the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, or any other entity.

10.10 Prior Agreements. Employee acknowledges and agrees that: (a) this Agreement terminates any prior agreements Employee has, or may have had, with the City; with the exception any agreements regarding non-solicitation, confidentiality, and/or non-disclosure; and (b) this Agreement does not violate any of the terms or conditions contained in any agreement Employee has, or may have had, with the City.

CITY:

City of St. Helens

By: _____

Printed Name: _____

Its: _____

Date: _____

EMPLOYEE:

Matthew Brown

Matthew Brown

Date: 9/15/22