

MUTUAL SEPARATION AGREEMENT AND RELEASE

This MUTUAL SEPARATION AGREEMENT AND RELEASE ("Agreement") is between the City of West Linn, an Oregon municipal corporation ("City"), and Christopher A. Jordan ("Manager").

RECITALS:

- A. City and Manager are parties to an Employment Agreement dated September 26, 2014, which they amended by mutual agreement on October 19, 2014 (the "Employment Agreement").
- B. City Manager serves at the pleasure of the City Council and may be removed for any reason or for no reason, consistent with the City Code and Charter.
- C. A majority of the City Council has requested Manager to express terms by which the Parties may enter into this Agreement, and the Agreement embodies those terms.
- D. In response to the request of the City Council, Manager has expressed the desire to resign his employment with the City.
- E. At Manager's request, and in consideration for the set forth below, City agrees to accept Manager's resignation and terminate the Employment Agreement terminated on the terms and conditions herein.

THEREFORE, in exchange for the promises, benefits and other valuable consideration set forth herein, the Parties' agree to release their respective rights and obligations as set forth in the Employment Agreement on the terms and conditions below and further agree as follows:

AGREEMENT

SECTION 1. EMPLOYMENT AGREEMENT TERMINATED BY MUTUAL AGREEMENT

Manager and City agree to terminate the Employment Agreement by mutual agreement under Section 3(F) of the Employment Agreement and the Agreement shall constitute written agreement of such termination. The following details shall apply:

- A. The Employment Agreement is terminated as provided in Section 9 of this Agreement with a separation date of October 3, 2015 (the "Separation Date");
- B. City may, but need not, retain the services of an interim city manager ("Interim") to begin providing city management services on or before the Separation Date. If City elects to acquire such interim services, it will give Manager written notice of the date such Interim will begin performing services (the "Start Date").
- C. Manager will continue to have ongoing responsibilities to City under Section 1(A) of the Employment Agreement until such Start Date.

D. After such Start Date, Manager will continue as a city employee, in consideration of the compensation and benefits to be paid by City as set forth in Section 2 below, but will have no duty to perform services under Section 1 (A) of the Employment Agreement or to report to City Hall, but Manager agrees to make himself reasonably available upon City's request.

SECTION 2. SEVERANCE; PAY AND BENEFITS

A. In consideration for this Agreement and Release contained herein, following receipt of this Agreement, fully executed by Manager, City shall pay Manager, severance pay in accordance with the terms set forth in Section 3(A) of the Employment Agreement in the amount of \$141,652.08 (the "Settlement Sum"). Payment of the Settlement Sum shall be made on October 5, 2015, as set forth below:

1. Manager shall receive \$112,917.95, in one lump sum, as payment for wages, representing nine months of Manager's base pay at the current rate, less withholding for social security and federal, state, and local income taxes, for which a W-2 will be issued; and
2. Manager shall receive \$28,734.14, in one lump sum payment, representing accrued and unpaid vacation benefits and management leave equal to 396.99 hours, less withholding for social security and federal, state, and local income taxes, for which a W-2 will be issued; and

B. In addition to the Settlement Sum, Manager shall receive continuation of health insurance benefits as set forth in Section 3 below.

C. Other than such accrued vacation benefit hours set forth above, the Parties agree Manager is not entitled to any other accrued time or benefits as set forth in the Employment Agreement. Manager further agrees that this Settlement Sum represents compensation and benefits to which he would not otherwise be entitled to receive.

D. Manager shall be solely responsible for any taxes determined to be owed by him on any portion of the Settlement Sum and any liability assessed for any taxes, penalties, interest, or other losses imposed by any taxing authority on any portion of the Settlement Sum.

SECTION 3. CONTINUATION OF HEALTH INSURANCE BENEFITS

Subject to the condition precedent in this Agreement, the City shall pay monthly Consolidated Omnibus Budget Reconciliation Act ("COBRA") continuation premiums on behalf of Manager and family, as currently elected, through July 31, 2016. This COBRA continuation period begins November 1, 2015. The COBRA continuation premium payments made pursuant to this Section shall not be distributed directly to Manager, but instead to the insurance companies or other entities supplying medical coverage to Manager. Manager understands and agrees that he is responsible for enrolling for COBRA continuation coverage and submitting all necessary applications and other documentation before applicable deadlines. Should Manager be eligible for employer-paid health care prior to July 31, 2016, Manager shall immediately notify City and City's COBRA obligation shall terminate.

SECTION 4.

MUTUAL RELEASE

In consideration for the provisions of this Agreement and payment of the Settlement Sum, City and Manager do hereby releases, acquit, and forever discharges each other from any and all rights, claims, demands, damages, obligations, liabilities, actions or causes of action, and suits or causes of suit, whether known or unknown, matured or unmatured, of whatever kind or nature whatsoever, including but not limited to claims which Manager has had, or may have, through the effective date of the execution of this Agreement, against City, together with its current, former and future affiliates, officers, directors, partners, shareholders, agents, employees, independent contractors, trustees, successors, insurers, attorneys, and assigns and each of them, including, but not limited to, claims arising from or in any way related to his employment at City or the Employment Agreement, and communications by Employer's employees or independent contractors regarding Manager, whether based on tort, contract (express or implied), or any federal, state, or local law, statute, regulation or ordinance, or based on any act or omission (collectively, the "Released Claims").

By way of example, and not in limitation of the foregoing, this release includes any claim that Manager has for any additional compensation, and applies to claims that Manager might have under federal law, state or local law, contract, or tort, including but not limited to, applicable state civil rights laws, claims arising under the Oregon statutes dealing with discrimination in employment (*e.g.* ORS Chapter 659 and 659A) and wages and hours (*e.g.* ORS Chapters 652 and 653), city and county ordinances, Title VII of the Civil Rights Act of 1964, the Post-War Civil Rights Acts (42 USC Section 1981-1988), the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Equal Pay Act of 1963, Executive Order 11246, the Older Workers Benefit Protection Act, the Vietnam Era Veterans Readjustment Assistance Act, the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act, the Civil Rights Act of 1991, all as amended, any regulations under such laws, wage claims, commissions, expense claims, compensation claims, penalty claims, employment and placement claims, negligence or injury claims, and any other matters, things, acts, or omissions through the effective date of the execution of the Agreement.

Manager represents that he has no claims or charges pending or filed with any local, state or federal agency or court against City as of the date this Agreement was signed. Manager further agrees that he will not assert any claim, charge, action or lawsuit against City relating to anything that happens or has happened to him through the date this Agreement becomes effective, other than one based upon City's violation of this Agreement or one exempted from waiver by law. Manager also agrees that if any person or agency ever brings any such legal proceeding in whole or in part on Manager's behalf, he expressly waives the right to receive any monetary award, benefit or other remedial relief.

For purposes of this release "City" includes its Mayor, Councilors, officers, directors, managers, employees, agents, insurers, attorneys and all related entities. "Manager" includes Manager himself, and his successors and assigns.

SECTION 5.

CONFIDENTIALITY AND PUBLICITY CONCERNING CITY'S BUSINESS AFFAIRS

Manager agrees that he will not disclose any information or data concerning litigation, employment and personnel matters, real property transactions, or other subjects disclosed to or acquired by him in confidence at any time during his employment with City, unless authorized in writing by the City Council or as may be required by law or court order.

SECTION 6. WORK PRODUCT

City shall allow Manager to make a reasonable number of copies of documents and emails authored by Manager ("Work Product"), to the extent the Work Product is not proprietary, confidential, or subject to attorney-client privilege and would be subject to release pursuant to Oregon Public Records Law. Prior to the Separation Date, Manager shall provide City with a list of Work Product documents requested. City shall provide a reasonable number of copies of such Work Product documents to Manager to the extent the City determines the release of the Work Product complies with the provisions of this Agreement. Manager may make a public records request for documents not provided by City and City will respond in accordance with its public records policy.

SECTION 7. INDEMNIFICATION

To the extent permitted by statute and as covered under the City's policies and agreements with its insurance carriers, the City shall hold harmless from and indemnify Manager for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Manager's acts, omissions, activities, or services within the scope of his employment as City Manager of the City of West Linn.

SECTION 8. RELEASE ACKNOWLEDGMENT

For purposes of the foregoing release, and in accordance with the federal Older Worker Benefits Protection Act (OWBPA), Manager expressly understands and acknowledges the following:

- A. He specifically intends to knowingly and voluntarily waive any rights he may have under the Age Discrimination in Employment Act (ADEA), and he intends to release City from any and all claims for damages or other remedies he may have under the ADEA up to the date of this Agreement;
- B. He has been offered a period of twenty-one (21) days to consider whether to accept the terms of this Agreement (the "Review Period"), and by executing this Agreement prior to the expiration of the Review Period, has waived the balance of that period, if any; and
- C. He understands that he may revoke this Agreement within seven (7) calendar days of execution of this Agreement, as set forth in Paragraph 9 below, and understands that if he does so, the entire Agreement becomes invalid and unenforceable.

SECTION 9. EFFECTIVE DATE OF AGREEMENT

The Agreement will not become effective until the eighth (8th) calendar day after Manager signs the Agreement. If Manager wishes to revoke the Agreement, he must do so in writing no later than seven (7) days after he has signed it, and the written notice of revocation must be delivered to City no later than 11:59 p.m. on the seventh (7th) calendar day, care of:

City Recorder
City of West Linn
22500 Salamo Road
West Linn, Oregon 97068

And

Timothy V. Ramis, City Attorney
Jordan Ramis PC
Two Centerpointe Drive, 6th Floor
Lake Oswego, Oregon 97035

Such written notice of revocation must actually be received within the required seven (7) calendar day period to be effective. Notwithstanding any other provision in this Agreement, this Agreement shall not become effective or enforceable until this seven (7) calendar day period has expired. Payment of any sums required by this Agreement will not be made until after the expiration of the seven (7) calendar day period. This seven (7) calendar day period cannot be waived.

SECTION 10. REFERENCES

If it is necessary for City to provide a reference to a prospective employer, Manager agrees that he will direct the prospective employer to contact the Human Resources Manager. Upon request, the Human Resources Manager shall release the following information regarding Manager: dates of employment, final salary, and position held. Manager may authorize additional disclosures in writing.

SECTION 11. UNEMPLOYMENT INSURANCE

The City holds no position on whether Employee should be awarded unemployment compensation after employment ends. If the Oregon Department of Employment awards unemployment compensation to Employee, the City will not appeal or seek review of the Department's decision. The City will cooperate with any inquiry from the State of Oregon as required by law.

SECTION 12. WAIVER

Failure on the part of either party to exercise any rights or privileges granted herein shall not be construed as waiving any such rights, privileges, obligations, duties, or creating any custom contrary thereto.

SECTION 13. SEVERABILITY

All agreements and covenants contained herein are severable and in the event that any of them shall be held to be null, void, invalid or inoperative for any reason, the remaining provisions shall be interpreted as if such invalid provisions were not contained herein and shall retain full force and effect.

SECTION 14. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties. Manager agrees that no other promises or inducements have been made to him unless contained in writing, attached hereto, or incorporated herein by reference. This Agreement may not be modified in the future except in writing signed by the parties.

SECTION 15.

UNDERSTANDING OF AGREEMENT

Manager acknowledges that he has had the opportunity to consult with independent legal counsel of his choice during the negotiations prior to the execution of this Agreement and, in fact, has consulted with his own attorney and enters into this Agreement after receiving advice from his attorney. Manager acknowledges that he has had a reasonable period of time to consider whether to accept this settlement.


SECTION 16.

ATTORNEY FEES


In the event that one of the parties to this Agreement initiates litigation or arbitration to enforce its provisions, the prevailing party in such action shall be entitled to an award of the reasonable attorney fees expended in such action and on any appeal therefrom.

MANAGER

CITY OF WEST LINN, OREGON

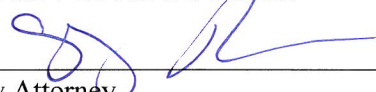


Christopher A. Jordan
Date: August 20, 2015



Russell B. Axelrod, Mayor
Date: August 21, 2015

APPROVED AS TO FORM



City Attorney