

## SEPARATION, FULL WAIVER AND RELEASE OF CLAIMS AGREEMENT

This Separation, Full Waiver, and Release of Claims Agreement ("Agreement") is made and entered into this 5<sup>th</sup> day of Feb., 2021, by Gary Woodson ("EMPLOYEE") and the Central Oregon Coast Fire & Rescue ("EMPLOYER") in order to facilitate the permanent and mutually-agreed upon severing of their employment relationship.

1. Separation. EMPLOYEE has been employed by EMPLOYER as the Fire Chief since 3/2018. EMPLOYEE and EMPLOYER have determined the need to sever the employment relationship effective 2-5-2021. Employee's last day of work is 2-5-2021. Employee will be issued his final paycheck at his regular rate of compensation, which shall include any benefits earned and owed pursuant to EMPLOYER policies, on 2-5-2021.
2. Consideration. EMPLOYER promises to provide EMPLOYEE with the below consideration for the execution of this Agreement and the promises contained herein. EMPLOYER will pay this consideration eight (8) days after the Effective Date, as described in Section 15 below. Such consideration will consist of the following:
  - A. A one-time lump sum payment of sixteen thousand four hundred eight and 74/100 (\$16,408<sup>74</sup>), which is an amount equal to EMPLOYEE'S regular base salary for three months, minus all required state and federal withholdings.
  - B. For a period of three months, a monthly payment to EMPLOYEE'S COBRA account which is equal to EMPLOYEE'S monthly health care premium payment for EMPLOYEE and EMPLOYEE'S dependents.
  - C. EMPLOYER-provided letter of reference and joint press release announcing EMPLOYEE'S retirement and thanking EMPLOYEE for his dedicated service.
  - D. EMPLOYER will not contest a claim by EMPLOYEE for unemployment benefits; EMPLOYER will respond to any requests from appropriate state agencies with factual information concerning the employment relationship between EMPLOYER and EMPLOYEE, including a copy of this agreement if requested.
  - E. EMPLOYEE is not entitled to payment of any further compensation or of any other benefits or for reimbursements of expenses not specifically provided for in this Agreement.
3. Employee Release of Claims. In accepting the consideration provided by EMPLOYER as set forth in Section 2 above, EMPLOYEE agrees to and provides the following promises and release: *I, GARY WOODSON, FOR MYSELF AND ON BEHALF OF MY HEIRS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS:*

- A. HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE EMPLOYER (including all departments, agents, subdivisions, officers, employees or representatives, and all other related legal persons or entities not named in this agreement) from any and all suits, claims, expenses, injuries, losses, rights of contribution or indemnity, as well as any other statutory rights, attorneys' fees and damages, without limitation, which I have had, now have or may have up to the date of this Agreement, based upon, or arising out of my employment with EMPLOYER. This Release includes but is not limited to: claims for wages, monies, damages, attorneys' fees, emotional distress, stress, employment discrimination, physical or bodily injuries, medical expenses, rights to reinstatement of employment, or rights to rehire. This release also includes any claim under state, federal, or local law or authority, including but not limited to: any claim for additional compensation in any form and any claim arising under any Oregon or federal statutes pertaining to wages, conditions of employment, wrongful discharge, retaliation, or discrimination in employment, and including any claim under Oregon Revised Statutes Chapters 652, 653, 654, 656, and 659; Title VII of the Civil Rights Act of 1964; the Post Civil War Acts (42 USC §§ 1981-1988); the Age Discrimination in Employment Act ("ADEA"); the Americans with Disabilities Act ("ADA") as amended; the Equal Pay Act of 1963; the Occupational Safety and Health Act; the Contract Worker Hours and Safety Act; the Older Workers Benefit Protection Act ("OWBPA"); Executive Order 11246; any regulations under or amendments of such authorities; and any applicable contract, tort, or other common law or statutory law theories. This release does not include any claims I may have for unemployment compensation benefits, workers compensation benefits, claims under the Fair Labor Standards Act, health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA), or claims with regard to vested benefits under a retirement plan governed by the Employee Retirement Income Security Act (ERISA). I understand that this release does, however, prevent me from recovering any monetary gain whatsoever, including the recovery of attorneys' fees from the filing of administrative complaints.
- B. AGREE NOT TO PURSUE ANY LITIGATION OF ANY KIND OR NATURE against EMPLOYER, its officers, agents, employees, representatives, successors and assigns. EMPLOYEE understands and agrees that this Release constitutes a full and final compromise, satisfaction and settlement of all claims and rights against EMPLOYER, in any way connected with, based upon, or arising out of his employment with EMPLOYER up to and including the date of this Release; and
- C. *ACKNOWLEDGE THAT EMPLOYER HAS FULLY COMPLIED with the terms of the Older Workers Benefit Protection Act and that EMPLOYER has advised EMPLOYEE to seek advice of an attorney regarding his rights pursuant to the Act. Specifically, this Agreement incorporates the legal requirements of the Act by reference as follows:*
- 1) *EMPLOYEE acknowledges that he understands the terms and conditions of this Agreement;*

- 2) *EMPLOYEE acknowledges and agrees that he has been advised of his right to consult with legal counsel and that he has had the opportunity to consult with legal counsel in reviewing the terms of this Agreement;*
  - 3) *EMPLOYEE acknowledges his receipt of consideration beyond anything of value to which he already is entitled;*
  - 4) *EMPLOYEE has been given a reasonable period of time in excess of 21 days to consider the terms of this Agreement. EMPLOYEE understands that he may, at his sole discretion, waive this time period by signing below; and*
  - 5) *EMPLOYEE will have seven (7) days after signing this Agreement to revoke his signature.*
4. Modification. This Agreement may not be modified except in writing signed by each of the parties, or signed by their duly authorized representatives.
  5. Facts/Agreement not to Apply for Employment: It is acknowledged and understood by the parties that the facts with respect to this Agreement may turn out to be other than or different from the now known to them or believed by them to be true. The parties understand that they each assume the risk of the facts being different and agree that this Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts. Further, Employee agrees that he shall not apply for any work, job, or position with Employer.
  6. Voluntary Nature. The parties acknowledge, warrant, represent, and agree that in executing and delivering this Agreement, they do so freely, knowingly, and voluntarily, that they had an opportunity to and did discuss its terms and the implications thereof with legal counsel, that they are fully aware of the contents of this Agreement and effect of this Agreement and that such execution and delivery is not the result of any fraud, duress, mistake, or undue influence whatsoever.
  7. Entire Agreement. The parties acknowledge and agree that this Agreement contains the entire agreement and complete understanding concerning the subject matter between the parties and that this Agreement supersedes and replaces all prior negotiations and proposed agreements, whether written or oral. The parties warrant that no other party or any agent or attorney of any other party has made any promise, representation, or warranty whatsoever not contained within this Agreement to induce them to execute this Agreement. All parties represent that they have not executed this Agreement in reliance on any promise, representation, or warranty not contained within this Agreement.
  8. Material Breach. In the event of a material breach of the representations or the obligations set forth in the preceding paragraphs, the prevailing party in any action brought to enforce the terms or conditions of this Agreement will be entitled to recover all provable damages, consequential or otherwise, in addition to such other

remedies as may be available under this Agreement or at law or in equity, as well as the prevailing party's attorneys' fees and costs, including fees and costs for any mediation, arbitration, administrative hearing or appeal.

9. Language. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties.
10. Mediation. All disputes arising from the interpretation, breach, performance, nonperformance, or exercise of rights or remedies of this Agreement shall be submitted to mediation and to a mutually agreed-upon mediator prior to either party seeking relief in a court. However, this section does not waive either party's right to seek injunctive relief.
11. Oregon Law. This Agreement is made in the State of Oregon and shall be construed, interpreted and governed by the laws of the State of Oregon.
12. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable, the Agreement shall be enforced to the maximum extent permissible and the remaining terms of the Agreement shall remain in full force and effect.
13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. All counterparts shall constitute one agreement binding on all parties.
14. No Admissions. Nothing in this Agreement shall be construed as an admission of liability by either party or its/his officers, agents, employees, representatives, successors or assigns.
15. Effective Date. The parties agree that this Agreement will be effective on the eighth (8th) day after both parties sign the Agreement, if EMPLOYEE has not rescinded his signature prior to the eighth (8<sup>th</sup>) day. The parties also agree that if the eighth day falls on a weekend or holiday, the effective date shall be the first working day after the 8<sup>th</sup> day.

THE PARTIES HAVE READ THIS AGREEMENT. THEY AGREE TO ITS TERMS AND UNDERSTAND IT AND ARE SIGNING IT VOLUNTARILY. THEY ACKNOWLEDGE THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING.

EMPLOYEE:

Sherril Woodson

Date: 02-17-2021

EMPLOYER:

By: T.C.G.  
Printed Name: Timothy C. Grady

Title: Board President  
Date: 2-17-2021

\*\*\*\*\*WAIVER OF CONSIDERATION PERIOD\*\*\*\*\*

I, \_\_\_\_\_: (CIRCLE ONE) AGREE/DO NOT AGREE to waive the 21 day consideration period.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

WITNESS:  
Sherril Woodson

Printed Name: Sherril Woodson  
Date: 2/17/21