

## SEPARATION AGREEMENT AND MUTUAL FULL RELEASE

This Separation Agreement and Full Release ("Agreement") is made and entered into by and between Marc Heckathorn ("Employee") and Jefferson County ("County"). Employee and the County shall be referred to collectively herein as the "Parties." Employee and the County agree to the following:

1. Employee is employed by Jefferson County Sheriff's Office. Employer has determined to separate employee from Jefferson County. Employee's last day of work and the effective date of this agreement will be June 20, 2022. Employee's resignation shall take effect June 20, 2022 at 5:00 p.m.
2. In consideration of the release contained herein, Employee shall receive severance pay in the amount of \$82,625. Payment will be paid to Employee less any applicable taxes or withholding based on W-4 filing status on file as of the date of this Agreement. This payment is a general severance payment not subject to PERS. The payment will be delivered within ten (10) calendar days after Employee signs this Agreement and will be paid via direct deposit or by other means mutually agreed to by Employee and the County. In recognition of Employee's service to Jefferson County, Employee shall retain his badge and service weapon.
3. At Employee's election, if applicable, Employee may continue to participate in COBRA coverage pursuant to applicable law. The County will contribute no payment towards continuation of any COBRA coverage of Employee unless required by law, and Employee will receive no additional payment other than the payment described above.
4. The Parties agree to give each other the following releases in consideration for this Agreement and the promises and covenants contained herein:

(a) I, EMPLOYEE, FOR MYSELF AND ASSIGNS SAVE AND EXCEPT ANY CLAIMS THAT MAY SUBSEQUENTLY ARISE FROM BREACH OF THIS AGREEMENT, HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE the County (defined to include, without limitation, all departments, agencies, subdivisions, officers, elected officials, agents, supervisors, directors, managers, employees or representatives, and all other related legal persons or entities not named herein) from any and all known or unknown claims, expenses, injuries, losses, rights of contribution or indemnity, as well as any other statutory rights, attorneys' fees and damages, without limitation, which now exist or may ever develop, which are in any way connected with, based upon, or arise out of my employment with the County up to and including the date of this release. This release includes but is not limited to claims for wages, money, damages, attorneys' fees, emotional distress, stress, discrimination, physical injuries, bodily injury, medical expenses, and reinstatement to employment. This release also includes any claims 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, 659 and 659A; Title VII of the Civil Rights Act of 1964; the Post Civil War Acts (42 USC §§ 1981-1988); the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Family Medical Leave Act; the Equal Pay Act of 1963; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Older Workers Benefit Protection Act; any regulations under or amendments of such authorities; and any applicable contract, tort, or other common law or statutory law theories.

(b) The County hereby knowingly, voluntarily, and irrevocably waives and releases all rights and claims, known and unknown, which it may have against Employee, his agents, representatives, heirs, successors, assigns, and/or attorneys (the "Employee Releasees"), including any and all charges, complaints, claims, liabilities, obligations, promises, agreements, contracts, promissory notes, controversies, damages, actions, causes of action, suits, rights, demands, costs, attorneys' fees, losses, debts and expenses of any kind from the beginning of time to the date of this Agreement. This complete release includes, but is not limited to all claims under federal, state, and local statute, regulation, and/or ordinance, as well as all claims based on any contract, tort, or common-law theory of recovery. The scope of this release shall be construed as broadly as possible, and any ambiguity shall be read in favor of the full and complete release of the Employee Releasees. However, nothing in this paragraph shall be construed to prevent the Parties from enforcing the provisions of this Agreement.

5. Employee and the County expressly intend these waivers and releases to reach to the maximum extent permitted by law. The Parties understand that this release means that they cannot institute any action at law, suit or proceeding of any kind or nature whatsoever in a court of law against the other, except for enforcement of this Agreement regardless of whether such claims are raised through a complaint, counterclaim, defense or cross-claim. The Parties also agree to not make any claim or demand for money against the other. The Parties understand and agree that this Agreement constitutes a full and final compromise, satisfaction and settlement of all claims and rights they may have against the other, in any way connected with, based upon, or arising out of Employee's employment with and departure from the County up to and including the execution date of this Agreement. The Parties understand and agree that in the event either Party initiates any legal proceeding against the other Party in breach of this Agreement, the Party initiating that legal proceeding will be liable for the other Party's reasonable attorneys' fees incurred in defending such action.
6. The release of claims and causes of action set forth above does not bar Employee from filing an administrative complaint with the Equal Employment Opportunity Commission, the Oregon Bureau of Labor and Industries or other state and federal agencies. Although the release bars Employee from recovering any monetary gain, whatsoever, from the filing of such administrative complaints, Employee hereby waives his right to receive any such monetary compensation, including penalties and attorneys' fees.

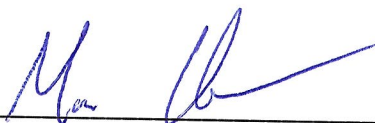
7. Release of ADEA Claim. This Agreement includes a release of all claims under the Age Discrimination in Employment Act ("ADEA") and, therefore, pursuant to the requirements of the ADEA, and the Older Workers' Benefit Protection Act ("OWBPA"), Employee acknowledges that he has been advised: (a) that this Agreement includes, but is not limited to, all rights or claims arising under the ADEA up to and including the date of execution of this Agreement; (b) to consult with an attorney or other advisor of his choosing concerning his rights and obligations under this Agreement; (c) that he has the right to fully consider this Agreement for at least twenty-one (21) days before executing it; (d) that Employee may revoke this Agreement within seven (7) days following the execution of this Agreement by sending written notice of revocation to Jeff Rasmussen (the "Revocation Period"); (e) that Employee's release of the age discrimination claims will not be effective and enforceable until the Revocation Period has expired; and (f) that Employee has been provided with all required disclosures under the OWBPA. If Employee does not revoke this Agreement, Employee understands that any payments to be paid Employee under this Agreement will not be made until after the expiration of the Revocation Period. If Employee revokes this Agreement, the Separation Pay will not be paid to Employee.
8. Employee acknowledges that he is not eligible for rehire with Jefferson County until after February 2026. Employee further acknowledges that if he applies for employment with Jefferson County, the County may in its sole discretion decline to consider his application for employment on the basis of this Agreement's terms.
9. The County agrees not to disparage Employee in any form or fashion, including, but not limited to, making disparaging statements, or causing others to make such disparaging statements, whether written, oral, on the internet or otherwise, about Employee's character, reputation, job performance, or otherwise.
10. The County agrees to provide identification sufficient to comply with the Law Enforcement Officers Safety Act (LEOSA) indicating that the Employee has served more than 10 years as a law enforcement officer and is separating from employment in good standing. In so doing the County does not warrant, promise, suggest that the Employee will qualify under LEOSA. Further, the County has no liability for acts of the Employee after separation from employment.
11. The County will report truthfully to the Employment Department regarding this agreement. The County will not contest a claim for or award of unemployment benefits.
12. It is acknowledged and understood by the Parties that the facts with respect to this Agreement as given may later turn out to be other than or different from the facts now known to them or believed by them to be true. The Parties therefore expressly 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.

13. The Parties acknowledge, warrant, represent, and agree that they: (a) signed this agreement freely, knowingly, and voluntarily; (b) had an opportunity to and did discuss this agreement's terms and the implications thereof with legal counsel; and (c) are fully aware of the contents and effect of the terms of this Agreement. The Parties agree that this Agreement is not the result of any fraud, duress, mistake, or undue influence whatsoever.
14. The Parties acknowledge and agree that this Agreement contains the entire agreement and 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 herein to induce them to execute this Agreement. The Parties represent that they have not executed this Agreement in reliance on any promise, representation, or warranty not contained herein.
15. 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 shall be entitled to recover all provable damages, consequential or otherwise, in addition to such other remedies as may be available under this Agreement at law or in equity, including the prevailing party's attorney fees and costs, including fees and costs for any mediation, arbitration, administrative hearing or appeal.
16. This Agreement may not be modified except by a writing signed by each of the Parties hereto, or their duly authorized representatives. 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.
17. All disputes arising from the interpretation, breach, performance, nonperformance, or exercise of rights or remedies of this Agreement shall be submitted to mediation with the use of a mutually agreeable mediator prior to either party seeking relief in a court. However, this section does not waive either party's right to seek injunctive relief.
18. This Agreement is made in the State of Oregon and shall be construed, interpreted and governed by the laws of Oregon.
19. 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.
20. 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.

21.. Nothing in this Agreement shall be construed as an admission of liability or wrongdoing by either party or its/his officers, agents, employees, representatives, successors or assigns.

***By signing below, Employee acknowledges that he has had an opportunity to consult with an attorney, understands all of the provisions of this Agreement and has signed this Agreement freely and voluntarily without reservations. Employee also understands that this is the full and entire Agreement with Jefferson County.***

EMPLOYEE



---

Marc Heckathorn

Date June 1, 2022

JEFFERSON COUNTY



---

Wayne Fording, Commission Chair

Date June 1, 2022