

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of all Claims (hereinafter "Agreement") is entered into by Latricia Tillman and MULTNOMAH COUNTY.

WHEREAS, disputes have arisen between Ms. Tillman and the County relating to Ms. Tillman's employment with the County;

WHEREAS, the parties hereto desire to settle and compromise completely each and every claim, cause of action and liability arising out of or which might be considered to arise out of the employment relationship and any other association between the parties;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, Ms. Tillman and the County hereby agree as follows:

COVENANTS OF THE COUNTY:

1. The County agrees to provide Ms. Tillman paid administrative leave from September 14, 2017 through August 14, 2018. Ms. Tillman's existing medical and dental benefits will remain in force through August 31, 2018. Ms. Tillman's existing life and disability insurance benefits will remain in force through August 14, 2018. The County and Ms. Tillman will continue to share the costs of coverage during this period.
2. The County agrees to pay Ms. Tillman the sum of \$25,000 on January 2, 2018. The County makes no representations about the tax consequences of this payment.
3. The County will not challenge Ms. Tillman's application for unemployment benefits after August 14, 2018.
4. The County agrees that it will not interfere with Ms. Tillman's prospective employment with the State of Oregon, County or other local government or municipality.
5. In response to any inquiry from prospective employers of Ms. Tillman, the County agrees to provide only Ms. Tillman's dates of employment, position(s) held and most recent salary. The County further agrees to provide a letter of reference for Ms. Tillman, which is attached as Addendum A.
6. The County will pay for outplacement services provided by Lee Hecht Harrison for up to \$3,000. The invoices for outplacement service shall be directed to Holly Calhoun, Human Resources Manager, for payment.

COVENANTS OF LATRICIA TILLMAN:

7. Ms. Tillman tenders her resignation effective August 14, 2018.
8. Ms. Tillman agrees to direct reference inquires to the Health Department Human Resources Manager for response.
9. In consideration of the above commitments, Ms. Tillman covenants not to sue and releases the County, the department and its employees, managers and supervisors from any and all claims arising out of her employment and termination of the employment relationship. This release includes, but is not limited to, all claims for additional salary or other forms of compensation, claims of defamation, infliction of mental distress, wrongful discharge, constructive wrongful discharge, claims arising under United States Code Chapter 1818, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Civil Rights Act of 1991, the Federal Family and Medical Leave Act of 1993, the Oregon Family Leave Act of 1995 or its predecessors, any and all whistleblowing laws, civil service claims and any other local, state or federal law, whether grounded in a Constitution, statute, ordinance, charter, administrative rule, or common law tort or contract.
10. Ms. Tillman acknowledges that she is aware of her right to bring a claim under the Age Discrimination in Employment Act (ADEA), and knowingly waives such right as it relates to her employment with the County. She has been advised of her right to consult with an attorney prior to signing this agreement, and acknowledges that she has 21 days from the date upon which she receives this written agreement to consider it before signing. She acknowledges that she has been advised of her right to revoke this agreement within seven (7) days of the date she signs the agreement, and that the agreement to waive her rights under the ADEA becomes effective and enforceable seven (7) days after the date of her signature.

MUTUAL COVENANTS:

11. The parties agree that neither party will verbally, in writing, or by any other means of communication, communicate derogatory or defamatory information about the other party. However, nothing in this Agreement is intended to limit either parties' ability to testify truthfully under oath.
12. It is understood and agreed that nothing in the offering or signing of this Agreement is intended to be construed as an admission of liability or wrongdoing on the part of anyone.

13. By signing below, the parties acknowledge that they have had ample opportunity to consult with a lawyer, understand all the provisions of this Agreement, have signed this Agreement freely and voluntarily without reservation, and understand that this is a full and entire Agreement.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Release of Claims as of the day and year written below.



Latricia Tillman

Dated: 9.14.17



Kathryn A. Short

Deputy County Attorney

Dated: 9/21/17