

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (“Agreement”) is entered into by and between the CITY OF SALEM, an Oregon municipal corporation (“Salem”), and STEVE BELLSHAW (“Bellshaw”), collectively, the “Parties”. As used in this Agreement, Salem includes the City of Salem, its councilors, attorneys, insurers, as well as its past and present representatives, agents and employees.

WHEREAS, Bellshaw is currently employed by Salem as a Deputy Chief of Police with the Salem Police Department;

WHEREAS, it is the desire of Bellshaw to voluntarily retire from his position as Deputy Chief of Police, Salem and Bellshaw so agree to end his employment relationship with Salem, and the Parties agree to fully settle any and all disputes, claims, complaints and causes of action which could arise out of Bellshaw’ employment without the potential for or necessity of time-consuming litigation or other process(es). The Parties have reached an understanding resolving all such disputes, claims, complaints and causes of action in lieu of a furthering a personnel investigation and/or action;

THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. The Parties acknowledge that this Agreement is supported by good and valuable consideration and entered into in consideration of the mutual promises, covenants, and the consideration identified herein.
2. Bellshaw voluntarily retires his employment, effective as of 5:00 p.m. on February 15, 2022 (Retirement Date). However, this Agreement will be effective seven (7) days after the Parties have executed this Agreement and Bellshaw has executed the Addendum. By virtue of executing this Agreement, Salem accepts his retirement.
3. Bellshaw acknowledges that he has been offered at least twenty-one (21) days to consider this Agreement and Addendum, and that he has signed it voluntarily and of his own free will prior to the expiration of the 21-day period. In doing so, Bellshaw has seven (7) days from the date of his execution of this Agreement and Addendum to revoke his execution and cancel this Agreement. Bellshaw’ revocation must be in writing and received by the City of Salem on or before 5:00 p.m. of seventh day after the date of his execution of this Agreement and Addendum. At the expiration of the seven (7) day period, Bellshaw’s right to cancel this Agreement shall cease.
4. Bellshaw will return all property owned or issued by Salem, including but not limited to any physical or electronic documents, keys, laptop, access card(s) and phone on February 15, 2022. Bellshaw will be given the opportunity to retrieve any personal items from his Salem workspace(s), at a mutually convenient time for Salem and Bellshaw, but not to exceed three (3) days after his Retirement Date.

5. Salem shall pay Bellshaw for all wages due for outstanding payable-leave balances on February 15, 2022. These wages are in addition to, and not in lieu of, the severance pay described in paragraph 5. Bellshaw agrees that he is due no further compensation or monies for wages, benefits, vacation pay or holiday pay except as outlined in this Agreement.
6. Salem agrees to pay Bellshaw the gross sum of Fifty three thousand five hundred dollars and no cents (\$53,500.00), as severance pay, minus appropriate withholdings and deductions, as set forth below. Salem will pay Bellshaw this amount on February 15, 2022.

Bellshaw agrees that he will not accrue any leave, with the exception of sick time as required under State law, nor will he receive any benefits as a Salem employee after his Retirement Date.

7. All payment(s) described in Section 6 are conditioned on Bellshaw providing appropriate tax forms to the City (i.e., IRS Form W-9).
8. Bellshaw is and shall be solely responsible for the employee portion of any federal, state and local taxes that he may owe by virtue of receipt of any portion of the monetary payment provided under this Agreement, except for those sums which Salem is withholding and is obligated to pay to the appropriate federal and state agencies. Bellshaw agrees to indemnify Salem from any and all other tax liability including, without limitation, all penalties, interest, and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding any tax obligations that may arise from the monetary consideration paid to him under this Agreement.
9. Salem will respond to all requests for references from potential employers with Bellshaw's position title, dates of service, and rates of pay. All references will be provided by the Salem Human Resources Department (the Director or their designee).
10. In consideration of the above commitments, Bellshaw irrevocably and unconditionally releases Salem, and covenants not to sue Salem, from any and all claims whether direct or indirect, known or unknown, 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 Bellshaw's employment with Salem, up to and including his Retirement Date. This release includes but is not limited to claims for wages, monies, damages, attorneys' fees, emotional distress, stress, interest, and reinstatement to employment. This release also includes any claims or charges which could have been filed with any Oregon state agency or with the Equal Employment Opportunity Commission or which could have been pursued through any local, state, or federal 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, condition of employment, wrongful discharge, retaliation, or discrimination in employment, and including any claim

under Oregon Revised Statutes Chapters 652, 653, 654, 656, 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 ("ADEA"); the Americans with Disabilities Act ("ADA"); the Family Medical Leave Act; the Equal Pay Act of 1963; the Fair Labor Standards ACT; the Contract Worker Hours and Safety Act; the Older Workers Benefit Protection Act ("OWBPA"); Constitutional claims like due process; Executive Order 11246; any regulations under or amendments of such authorities; and by way of contract either express or implied, tort, or other common law or statutory law theories. This is a full and final waiver and release and the Parties intend that it have the broadest effect possible under law. Bellshaw agrees that this waiver shall include any legal claim of any kind except to the extent waiver or release is specifically prohibited by law. Bellshaw expressly represents that he knows of no claim which is not released under this Agreement (such as claims for unemployment compensation, workers' compensation, vested employee benefits, and claims filed with the Equal Employment Opportunity Commission).

11. The release of claims and causes of action set forth above does not bar Bellshaw from filing an administrative complaint with the Equal Employment Opportunity Commission, the Bureau of Labor and Industries, or other state and federal agencies that expressly prohibit waiver of such rights. The release does, however, bar Bellshaw from recovering any monetary gain, whatsoever, from the filing of such administrative complaints. Bellshaw hereby waives his right to receive any such monetary compensation, including penalties and attorneys' fees, and, if awarded such compensation despite this Agreement, agrees to assign to Salem his rights to such compensation, including penalties.
12. Bellshaw agrees to waive and relinquish any and all grievance, appeal or reinstatement rights under Salem's Human Resources Rules, and any other agreements, policies, laws, rules, or regulations.
13. Bellshaw acknowledges that neither Salem nor its officers, employees or agents have provided any advice, and that he is not relying on any advice from Salem, its officers, employees or agents.
14. Bellshaw understands and agrees that he has the opportunity to have an attorney review this Agreement and advise him of the benefits and consequences of signing the Agreement. Bellshaw agrees that Salem has advised him to consult an attorney before signing this agreement. Bellshaw further understands and agrees that he has been fairly represented in his interest in his status as a City of Salem employee.
15. This Agreement shall be interpreted under and enforced in accordance with the laws of the State of Oregon applicable to contracts made and to be performed entirely within the state.
16. The terms of this Agreement are contractual and not merely recitals. This Agreement contains the entire agreement of the Parties hereto. The Parties acknowledge that this Agreement contains the complete terms of the mutual promises, agreements and

between the Parties, and that there are no other understandings, promises, covenants, agreements, or representations made to any Party concerning the subject matter of this Agreement other than those terms and conditions set forth herein.

17. If any provision of this Agreement is found to be invalid or unenforceable under applicable statutes or rules of law, such provisions shall, to that extent, be deleted. All other provisions shall remain in full force and effect.
18. Any dispute involving the interpretation, application, or alleged violation of any provision of this Agreement shall be subject to Oregon law. The Parties agree that this Agreement will be deemed to be jointly prepared by Salem and Bellshaw. As a result, any uncertainty or ambiguity arising from this Agreement shall not be interpreted against any party as a preparer, but according to the application of other rules of the interpretation of contracts, if any such uncertainty or ambiguity exists.
19. In any action or proceeding to enforce or interpret any provision of this Agreement, whether arising in law or equity, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees, costs, and expenses.
20. This Agreement may not be modified except by a writing signed by the Parties.
21. It is further understood and agreed that this Agreement is not to be considered as an admission of any liability whatsoever by Bellshaw or by Salem, its officers, employees, agents, or representative for any claims which have been, or could have been, made by Bellshaw arising out of, or related to his employment with Salem. Bellshaw further understands and agrees that the Salem expressly denies any and all liability for any and all claims arising out of, or related to, Bellshaw' employment with Salem. It is further understood and agreed that this Agreement is not to be considered as an admission of any liability whatsoever by Bellshaw for any action or inaction.
22. Bellshaw acknowledges and agrees that he has read this entire Agreement and completely understands it terms, including the waiver and release provisions, and has entered into this Agreement knowingly, intelligently, and voluntarily. Bellshaw acknowledges and agrees that this is a full and final release of all claims of every nature and kind whatsoever and that he has not relied on any other representations or promises by the Salem, its officers, employees, agents, or representatives, except those contained in this Agreement.
23. Except as is otherwise required to be disclosed by law, no Party will disclose or discuss the existence or terms of this Agreement with third Parties.

[SIGNATURES FOLLOW ON THE LAST PAGE]

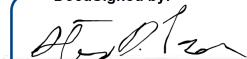
24. This Agreement may be not be cited as precedent for any purpose.

Steven Bellshaw

Steven Bellshaw (Jan 31, 2022 09:19 PST)

Steve Bellshaw
(Bellshaw)

DocuSigned by:



Steve Powers, City Manager
City of Salem
(Salem)

DATED: 01/31/2022

DATED: 2/1/2022

**ADDENDUM TO SEPARATION AGREEMENT AND GENERAL RELEASE
WAIVER OF 21-DAY REVIEW**

I, Steve Bellshaw, understand that I may take up to 21 days from receipt of the Separation Agreement and General Release to review the document and determine whether to accept it. I hereby knowingly and voluntarily waive the 21-day review provision of the Agreement. I acknowledge and understand that this waiver is part of the Separation Agreement and General Release between myself and the City of Salem and, as such, includes all rights and claims arising prior to and on the date I sign this Agreement, including, but not limited to, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, Oregon Revised Statutes dealing with employment matters, and claims arising out of the federal and state Constitutions as well as public policies of the State of Oregon. Prior to signing this Waiver and Separation Agreement and General Release, I acknowledge that I have had an opportunity to consult with an attorney and I fully understand the terms of this Waiver and the Agreement. I have not been compelled into signing it by anyone associated with the City of Salem and have entered into the Agreement voluntarily and of my own free will.

Dated this 31st day of January, 2022.

Steven Bellshaw

Steven Bellshaw (Jan 31, 2022 09:19 PST)

Steve Bellshaw