

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (“Agreement”) is made by and between Lisa Behrens (hereinafter “Behrens” or “Employee”), an individual, and the Matanuska-Susitna Borough, John Moosey, and Paul Feather and any associated or affiliated companies, their respective officials, employees, agents, attorneys, predecessors, successors, heirs, and assigns (collectively referred to herein as “Litigation Defendants”) and was presented to Behrens on April 2, 2020.

RECITALS

WHEREAS, Behrens was employed by the Matanuska-Susitna Borough (Borough) in the position of Deputy Director of Emergency Services; and

WHEREAS, on or about October 20, 2017, the Borough terminated Behrens’ employment and Behrens filed a complaint against Litigation Defendants in a lawsuit styled, *Lisa Behrens v. Matanuska-Susitna Borough, Paul Feather, and John Moosey*; 3PA-18-01703 CI (“the Litigation”);

WHEREAS, the Parties desire to enter into a full, complete, and final settlement and release of any and all claims that have been asserted, or that could have been asserted by Behrens, arising from or related to her employment with the Borough, the termination of her employment, and any and all claims asserted or which could have been asserted in the Litigation, and to clarify any continuing obligations of the Parties to one another following the end of the employment relationship and full and final settlement of the Litigation.

NOW, THEREFORE, in consideration of the promises and releases contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Consideration. In consideration for the release, covenants, and promises made by Behrens in this Agreement, and in full settlement of all claims against Litigation Defendants, for which the parties acknowledge no admission of liability or fault by the Borough, the Borough shall pay to Behrens FOUR HUNDRED THOUSAND AND NO DOLLARS (\$400,000). Said sum shall be paid to the law firm of Aglietti, Offret & Woofter in trust for Lisa Behrens, and shall be paid on the eighth day following her execution of this Agreement as consistent with Paragraph 3 below.

In conjunction with this payment, the Borough will issue an IRS Tax Form 1099. Behrens acknowledges that she is not entitled to any other compensation or payment of expenses from the Borough or Litigation Defendants beyond the terms of this Agreement.

2. Release. Behrens, on behalf of herself, family members, her estate, heirs, executors, administrators, successors, trustees, and assigns, hereby expressly waives any and all potential or

actual claims against the Matanuska-Susitna Borough, John Moosey, and/or Paul Feather, their associated entities, family members, Borough Assembly Members, agents or employees of the Borough (collectively referred to as Released Parties), and releases each of them from any and all claims of any sort under any state or federal law or theory, including without limitation, tort law, contract law, statutory law, regulations or rule, or common law, howsoever denominated arising out of or relating in any way to her employment and/or separation from employment with the Borough, including but not limited to claims for harassment, hostile work environment, constructive discharge, wrongful discharge, employment discrimination based upon any protected status under federal, state, or local law; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000(e), et seq.; the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621, et seq.; 42 U.S.C. § 1981, violation of the Employee Retirement Income Security Act; violation of the Family Medical Leave Act; violation of the Older Worker Benefits Pay Act; violation of the Alaska Human Rights Act; and/or violation of the Public Employees Retirement Act. Behrens hereby expressly waives any and all potential or actual claims against the Released Parties and releases them from any claim, suit, or demand of any sort plead in the Litigation and/or arising out of or relating in any way to Behrens' employment and/or separation from employment with the Borough. Behrens represents that she does not have any pending complaints, charges, or lawsuits against the Released Parties, or any of them, with any governmental agency or any court. Behrens promises that she will not initiate any complaints, charges, or lawsuits against the Released Parties, or any of them, with any governmental agency or any court and will not assist any such actions other than as required by law; provided, however, that this Agreement does not prevent Behrens from filing a charge with the Equal Employment Opportunity Commission (but in such case Employee waives Employee's right to any monetary recovery), nor shall this Agreement prevent Behrens from filing an action in court for the purpose of challenging the validity of Employee's release of ADEA rights. Behrens is not waiving any claim for Workers' Compensation benefits, although she has not filed and does not presently intend to file such a claim and acknowledges that she is currently able to work without limitation, either physical or mental, and is not suffering any injury or disease caused by or in any way related to her employment with the Borough. Behrens is not waiving any claim for unemployment insurance benefits. This Agreement does not cover and does not extend to those claims that by law cannot be released in an agreement between an employee and an employer.

Without limiting the foregoing, Behrens hereby acknowledges that the release of claims in this Section includes all claims she has or may have against the Released Parties, whether known or unknown, that can be lawfully released. Behrens realizes and acknowledges that she may have sustained losses that are presently unknown and unsuspected, and that such losses may give rise to additional losses and expenses in the future which are not now anticipated. Nevertheless, being fully aware of the situation, Behrens does intend to release, acquit, and forever discharge her claims as described above. Behrens fully understands that if the facts with respect to this Agreement are found hereafter to be other than or different from the facts now believed by her to be true, she expressly accepts and assumes the risk of such possible difference in fact and agrees that this Agreement shall be and remain effective, notwithstanding any such difference. This Agreement is executed voluntarily by Lisa Behrens with full knowledge of its significance and legal effect.

Behrens warrants and represents that she has not assigned or transferred to any person or entity any of the released Claims, and she agrees to defend (by counsel of Employer's choosing), and to indemnify and hold harmless the Released Parties from and against any claims based on, in

connection with, or arising out of any such assignment or transfer made, purported, or claimed. Further, Behrens hereby irrevocably covenants, to the extent permitted by law, to refrain from, directly asserting any claim or demand, or commencing, prosecuting, pursuing, instituting, or causing to be commenced, any proceeding of any kind (including any and all complaints, claims, charges, claims for relief, demands, suits, actions, or causes of action) against the Released Parties, based upon any of the claims above or matters released hereby.

3. Review and Revocation Periods; Effective Date. Behrens acknowledges that the waiver and release hereunder of any rights she may have under the Age Discrimination in Employment Act 1967, 29 U.S.C. §§ 621, et seq. (ADEA), including any amendments, is knowing and voluntary. Litigation Defendants and Behrens agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the effective date of this Agreement. Behrens acknowledges that she has been advised by this writing, as required by the Older Workers Benefit Protection Act, that (a) she should consult with an attorney prior to executing this Agreement; (b) she has twenty-one (21) days to consider this Agreement (although she may, by her own choice, execute this Agreement earlier); (c) she has seven (7) days following the execution of this Agreement to revoke the Agreement by providing written notice to counsel for Litigation Defendants; and (d) this Agreement will not be effective until the expiration, without revocation, of the seven (7) day revocation period (the "Effective Date"). The offer by Litigation Defendants to enter into this Agreement, if not accepted by Behrens, will become null and void at the end of the twenty-first (21st) day after this Agreement is presented to Behrens. If Behrens elects to revoke this Agreement, she must do so in writing to counsel for Litigation Defendants.

4. Agreement to Return and Cancel Consideration. If, notwithstanding the provisions herein, Behrens brings suit against Litigation Defendants or any of them for any event occurring on or before the Effective Date, Behrens agrees that she shall return all amounts received under this Agreement prior to the filing of any suit and agrees to the cancellation of all nonmonetary consideration and of all consideration not yet conveyed. Nothing in this section shall be construed to negate or otherwise undermine the enforceability of the covenants not to sue or agreement to release all claims arising out of or relating to Behrens' employment, separation from employment and/or the Litigation.

5. No Admission of Liability. The parties agree that this Agreement does not constitute an admission by or on behalf of any party, or any other person or entity, of any fault, wrongdoing, violation of law, or liability.

6. Resignation of Employment. The parties agree that Behrens' employment status shall reflect that she voluntarily resigned from her employment. All references to the involuntary termination of her employment shall be removed from her personnel file, including the Notice of Intent to Terminate Employment, Behrens' written response to this Notice, and the Notice of Termination. These documents will be replaced by a letter of resignation in a form substantially similar to that in Exhibit A to this Agreement. The Borough agrees to respond to inquiries from prospective employers about Behrens' employment by providing only her dates of employment and any other information required as a public record pursuant to a public records request.

7. Dismissal with Prejudice. Upon execution of this Agreement and payment of the

consideration provided herein, Behrens shall file with the court a Dismissal with Prejudice of the Litigation.

8. Governing Law; Venue; Jurisdiction. This Agreement is made and entered into in the State of Alaska and, in all respects, will be interpreted, enforced, and governed by the laws of the State of Alaska, and construed in accordance therewith, without giving effect to principles of conflicts of laws. Employee hereby irrevocably waives Employee's rights, if any, to have the laws of any state other than the State of Alaska apply to this Agreement or Employee's employment with Employer. Employee expressly agrees to submit to the exclusive jurisdiction and exclusive venue of courts located in the State of Alaska, Third Judicial District at Palmer, in connection with any litigation which may be brought with respect to a dispute between the Parties, regardless of where Employee resides or where Employee performed services for Employer. Employee further irrevocably covenants not to sue Employer in any jurisdiction or venue other than a court in the State of Alaska, Third Judicial District at Palmer.

9. Severability. In the event there is litigation involving this Agreement and a court of competent jurisdiction concludes that any provision is unenforceable for whatever reason, the court shall have the authority, to the extent permitted by applicable law, to modify such provision to make it enforceable, if possible, within the bounds of the parties' original intent. Further, the unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability and validity of the other provisions.

10. Integration Clause. This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matters thereof and supersedes any and all prior oral and written agreements or understandings between the parties. No other representation, warranty, condition, understanding, or agreement of any kind with respect to this subject matter shall be relied upon by the parties unless incorporated herein. This Agreement may be modified only by a writing signed by or on behalf of the party(s) to be bound.

11. Costs and Attorneys' Fees. Each party hereto will bear their own respective costs, expenses, and attorneys' fees incurred in connection with the drafting and execution of this Agreement. If any legal or equitable action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party their reasonable attorneys' fees and costs, in addition to any other relief to which the prevailing party is entitled.

12. Section Headings. The headings on each Section of this Agreement are for the purpose of reference and reading ease only, and do not limit or define the scope or meaning of any provision of the Agreement.

13. Counterparts. This Agreement may be executed in any number of duplicate originals, photocopies, or telecopies, each of which shall be deemed an original, and all of which (once each party has executed at least one such duplicate original, photocopy, or telecopy) will constitute one and the same document.

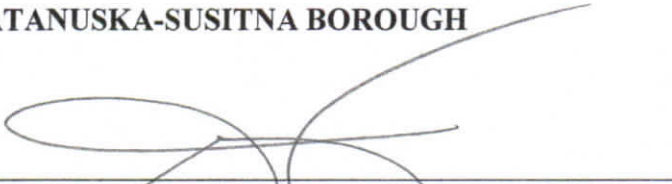
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the dates listed below.

LISA BEHRENS



DATED this 2nd day of APRIL, 2020.

MATANUSKA-SUSITNA BOROUGH



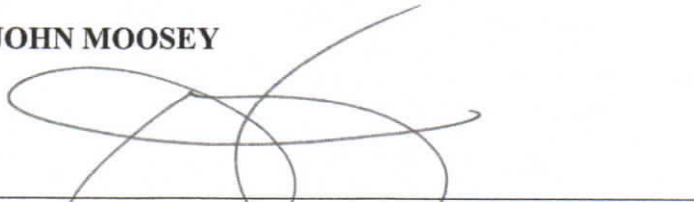
By John Moosey, Borough Manager

DATED this 31st day of March, 2020.

PAUL FEATHER

DATED this ___ day of _____, 2020.

JOHN MOOSEY



DATED this 31st day of March, 2020.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the dates listed below.

LISA BEHRENS

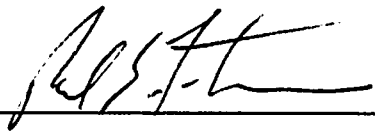
DATED this ____ day of _____, 2020.

MATANUSKA-SUSITNA BOROUGH

By John Moosey, Borough Manager

DATED this ____ day of _____, 2020.

PAUL FEATHER



DATED this 27th day of March, 2020.

JOHN MOOSEY

DATED this ____ day of _____, 2020.

AGLIETTI OFFRET & WOOFER, LLC

ATTORNEYS AT LAW
1016 WEST SIXTH AVENUE, SUITE 102
ANCHORAGE, ALASKA 99501

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J. E. WIEDERHOLT
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RONALD A. OFFRET, *Of Counsel*

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(907) 279-8657
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20 March 2020

John Moosey, Borough Manager
Matanuska-Susitna Borough
350 E. Dahlia Ave.
Palmer, AK 99645

Re: Notice of Resignation

Mr. Moosey:

This shall serve as notice of my resignation from employment with the Matanuska-Susitna Borough; retroactive to October 20, 2017.



Lisa Behrens
Client