

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF WASHINGTON
APPROVING A SEPARATION AGREEMENT BETWEEN THE CITY OF
WASHINGTON AND JAMES W. SNIDER**

WHEREAS, the City of Washington, Tazewell County, Illinois, entered into an employment agreement with James W. Snider to serve as City Administrator on November 15, 2021; and

WHEREAS, James W. Snider and the City of Washington, Tazewell County, Illinois mutually wish to pursue a separation agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEVELL COUNTY, ILLINOIS, as follows:

1. That the Separation Agreement attached hereto and incorporated herein as Exhibit "A" is hereby approved.
2. That the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Washington.
3. That this Resolution shall be in full force and effect immediately upon its passage by the City Council of the City of Washington.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEVELL COUNTY, ILLINOIS, that the foregoing Resolution is hereby approved.

DATED this 19th day of August 2024.

AYES: _____

NAYS: _____

ATTEST:

Gary W. Manier, Mayor

Valeri L. Brod, City Clerk

SEPARATION AGREEMENT

This Agreement is made and entered into this 19th day of August 2024, by and between James W. Snider (hereinafter “Snider”), and the City of Washington hereinafter “City”).

Recitals

WHEREAS, Snider and the City are interested in arranging for Snider’s separation from employment with the City in a mutually agreeable timeframe and manner for transition purposes.

Agreement

NOW THEREFORE, in consideration of mutual promises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Voluntary Resignation. Snider agrees to voluntarily end his employment with the City effective at the end of the workday February 3, 2025. Upon separation, the City shall pay Snider all remaining balances of vacation, personal days and holiday time accrued at the time of separation as part of Snider’s final paycheck following February 3, 2025.
2. Administrative Leave. Snider will be placed on paid administrative leave beginning August 30, 2024 through the end of the workday February 3, 2025. During such period, Snider will not post, speak or otherwise communicate or act on behalf of the City without the prior written approval of City Mayor Gary Manier. During the period of Administrative Leave, Snider will receive his regular compensation and benefits as would be received during active employment, plus an additional One Hundred Dollars (\$100.00).

Snider acknowledges and agrees that the payment to Snider of such salary, benefits, and the additional \$100.00 during the period in which he is on Administrative Leave and not required to perform full-time duties as City Administrator is sufficient consideration in exchange for Snider’s waiver of rights and claims as stated in this Agreement.

3. Termination for Misconduct. The City retains the right to terminate Snider's employment for misconduct prior to February 3, 2025. For purposes of this Agreement, "misconduct " is as defined in Section 5 of the Illinois Governmental Severance Pay Act, 5 ILCS 415/5. In the event of a termination for misconduct, Snider's paid administrative leave will end as of the date of termination, and Paragraphs 1 and 2 of this Agreement will be null and void.
4. Use of City Materials/ Vacation of Office Space. If Snider has not done so already. Snider will return to the Mayor his City-issue mobile phone and laptop effective the date of this Agreement. Snider agrees that he will not access or utilize any City-owned systems or files during his period of administrative leave unless expressly authorized by the Mayor in writing to do so. Snider will coordinate with the Mayor and the City's Human Resource Director to vacate his office and retrieve his personal belongings; and to return City property that may be in his possession by February 3, 2025.
5. Release of Current Claims. As a material inducement to the City to enter into this Separation Agreement, Snider hereby irrevocably and unconditionally releases, acquits, and forever discharges the City, its current and former Council Members, the Mayor, and each of the City's agents, officers, employees, representatives, attorneys, and all persons acting by, through, under, or in concert with any of them (collectively Releasees), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes or action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, claims arising under federal, state, or local laws, claims for defamation, common law claims, torts, claims arising under the Age Discrimination in Employment Act ("ADEA"), and any other legal claim which Snider now has, owns or holds, or claims to have, own or hold, or which Snider at any time heretofore had, owned or held, or claimed to have, own or hold, against each or any of the Releasees, including claims relating to Snider's prospective separation from employment pursuant to this Agreement. This Agreement does not waive rights or claims under the ADEA that may arise after the date the Agreement is executed.

6. Separation Payment and Additional Release of Claims. Upon separation from employment, whether February 3, 2025 or an earlier date if there is a termination for misconduct, the City will provide Snider with an additional lump sum payment in the amount of \$38,579.68, provided that Snider at that time executes an additional Agreement with the City releasing the City, its current and former Council Members, the Mayor, and each of the City's agents, officers, employees, representatives, attorneys, and all persons acting by, through, under, or in concert with any of them (collectively Releasees), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes or action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, claims arising under federal, state, or local laws, claims for defamation, common law claims, torts, claims arising under the Age Discrimination in Employment Act ("ADEA"), and any other legal claim which Snider at that time has, owns or holds, or claims to have, own or hold, or which Snider at any time heretofore had, owned or held, or claimed to have, own or hold, against each or any of the Releasees. Such agreement will not waive rights or claims under the ADEA that may arise after the date the Agreement is executed.

Said payment will be made as resolution of any alleged non-wage legal claims of Snider and Snider will be issued an IRS Form 1099 with respect to such payment.

7. No Disparagement. Snider agrees that Snider will make no disparaging or derogatory remarks or statements, oral or written, about the City, any current Council Member as defined in the City Code, employees, attorneys, or agents of the City, to any person. Conversely, current Council Members as defined in the City Code will make no disparaging or derogatory remarks or statements, oral or written, about Snider to any person. Any statement or action in response to a lawfully issued subpoena or order compelling the performance of said action, or action taken in relation to Paragraph 3

of this Agreement, shall not constitute an action in breach of this paragraph. Nor shall it be a breach of this Agreement with respect to statements or actions of Council Members in response to any claims made by Snider against the City or any Council Member. Nor is this paragraph intended to interfere with the Equal Employment Opportunity Commissions' right to enforce Title VII, the ADA, or the ADEA, or other communications protected by law from being restricted. Nothing in this Paragraph is intended to, nor does it, negate the Release of Claims provisions of Paragraphs 5 and 6 of this Agreement.

8. No Admissions. This Separation Agreement shall not in any way be construed as an admission by the City that it has acted wrongfully with respect to Snider or any other person, or that Snider has any rights whatsoever against the City or any of its employees, Council Members, attorneys or agents. The City expressly and specifically disclaims any liability to or the commission of wrongful acts against Snider or any other person, on the part of itself, its Council Members, employees, attorneys, or its agents.
9. No Claims. Snider represents that Snider has not filed any lawsuits against any of the Releasees in any court. Snider also agrees, except as otherwise provided in this Section, that if a complaint, charge, lawsuit or any other claim that has been waived and released in this Agreement should be initiated or prosecuted before any court or administrative agency, Snider waives Snider's right to and agrees not to accept any award of money, damages, or relief in connection with such claim.
10. No Further Benefits and Remedies for Breach of Agreement. Snider agrees not to seek or accept any further benefit or consideration, including reinstatement, back pay, or attorney's fees, or any additional money with respect to Snider's employment or separation of employment from the City other than as specifically provided in this Agreement. Snider further agrees that in the event Snider breaches this Agreement, Snider shall, in addition to all other remedies available to the City by law and/or under this Agreement, return all money and benefits received under this Agreement: provided,

however, that in the event Snider successfully challenges the release of ADEA claims set forth in this Agreement and brings and prevails in an action against one or more of the Releasees based on an ADEA claim, the Releasees will not be entitled to recovery of any monies previously paid under this Severance Agreement but will be entitled to offset any recovery by the amounts paid under this Severance Agreement or the amount recovered by Snider whichever is less. In the event that the Released Parties prevail in such an ADEA action, the Releasees will be entitled to all remedies authorized by applicable law.

11. Invalidity. In case any one or more of the provisions of this Agreement should be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.
12. Governing Law. The Agreement shall be construed in accordance with the laws of the State of Illinois.
13. Voluntary Agreement. Each of the undersigned parties acknowledges and represents that it has been represented or been given the opportunity to be represented by counsel of its choice in connection to the execution of the Agreement. Each party executes this Agreement voluntarily and of its own free will, without coercion or duress to do so.
14. Full Agreement. It is the intention of the parties that the terms of this Agreement shall be effective as a full and final accord and satisfaction. This Agreement supersedes and nullifies Snider's prior Employment Agreements with the City
15. No Oral Modification. The Agreement may not be changed orally. The document contains the entire agreement between the parties and may not be enlarged, modified, or altered except if it is in writing and signed and endorsed by both parties.
16. Snider Is Advised to Consult with Attorney. Snider acknowledges that Snider has, through this Separation Agreement, been advised in

writing to consult with a private attorney prior to executing this Agreement, and to discuss all aspects of this Agreement with a private attorney; that Snider has carefully read and fully understands all of the provisions of this Agreement; and that Snider is voluntarily entering this Agreement of Snider's own free will and accord.

17. Consideration Period and Revocation Period. Snider understands and agrees that Snider has been given a period of twenty-one (21) days to consider whether to accept and enter into this Separation Agreement. Acceptance is to be accomplished by either (a) personal delivery to City Mayor Gary Manier, or email to City Mayor Gary Manier at Gary Manier gmanier@ci.washington.il.us. Snider further understands that Snider has seven (7) days following the execution of this Agreement to revoke this Agreement. Said revocation, if exercised, shall be made in a writing signed by Snider, by either (a) personal delivery to City Mayor Gary Manier, or email to City Mayor Gary Manier at Gary Manier gmanier@ci.washington.il.us. prior to the expiration of the seven (7) day period). This Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired
18. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and shall be deemed duly executed upon the signing and notifications of the counterparts by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

By: _____
Mayor

James W. Snider

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
City Attorney