



Board of County Commissioners
(541) 474-5221
500 NW 6th Street
Grants Pass, OR 97526
www.josephinecounty.gov

April 14, 2025

Chair's Memorandum - RE: Offer of Severance

Director Goodwin,

Thank you for bringing to my attention the possibility of a severance package for you as the county transitions the Juvenile Justice Department. I have asked CIS, our insurance provider, to draft a severance agreement for your consideration. It is attached to this memorandum as Separation Agreement and Full Release, for your review. I would like to note that this was done at your request and you are voluntarily requesting resignation with a severance agreement.

This memorandum will serve as notice that you are being provided with the agreement to review and will begin your 45-day review period. You will remain an employee of Josephine County during this period unless you choose to voluntarily waive the waiting period beforehand. You are able waive the waiting period at any time with written notice to the Human Resources Department.

Per the agreement you are to assist with the transition and provide support to Director Hyde as the Juvenile Justice department and Community Corrections department combine.

Per the agreement, at the conclusion of the 45-day period, your employment with Josephine County will be terminated and you will receive your severance pay and paid time off payout after 10 days. Should you decide to waive the waiting period and voluntarily resign before the 45 days, your severance pay and paid time off payout will be made after 10 days following your waiver and resignation.

Thank you for your service to Josephine County. I appreciate your dedication to the county as demonstrated by your commitment to help with the reorganizational transition of your department.

By signing below, you acknowledge that you have received the Separation Agreement and Full Release, and you wish to commence your 45-day review period immediately.


EMPLOYEE: JAMES GOODWIN

A handwritten signature in black ink, appearing to be 'James Goodwin', written over a horizontal line.

Date 4/14/2025

Done at the direction of the Board today, April 14, 2025.

Sincerely,



4-14-25

Andreas Blech
Chair,
Josephine County Board of County Commissioners

SEPARATION AGREEMENT AND FULL RELEASE

This Separation Agreement and Full Release (“Agreement”) is made and entered into by James Goodwin (“Employee”) and Josephine County (“County”). Employee was employed by the County from approximately December 1, 1999 until April 14, 2025, when he requested a resignation agreement as he was seeking to leave employment. The County wishes to recognize Employee’s service, and both parties wish to ensure that there are no unresolved matters between them relating to Employee’s employment with the County. Employee and the County agree to the following:

1. The County agrees to provide Employee with the following, in exchange for Employee’s promise and agreement to fully release and settle any and all claims arising out of Employee’s employment with the County, including, but not limited to, claims for compensation, wrongful termination, constructive discharge, retaliation, harassment, or discrimination, known or unknown on or before the date Employee signs this Agreement:
 - a. Employee will have 45 days (or until May 27, 2025) to consider whether to sign and enter into this Agreement. Employee will remain an employee of the County during this time. Employee agrees to turnover and assist with the transition of the duties for the position he is leaving, and any other information that could benefit the County.
 - b. If Employee agrees to the terms of this Agreement, after the 45-day period, Employee shall receive severance pay in the amount of \$30,320, equivalent to 500 hours of pay, along with 300 hours of payout of PTO in accordance with the Josephine County Personnel Policy. Payment will be paid to Employee less any applicable taxes or withholding based on his W-4 filing status on file as of the date of this Agreement. The payment will be delivered within ten (10) calendar days after Employee signs this Agreement, and after the Revocation Period defined in paragraph five, and will be paid via direct deposit or by other means mutually agreed to by Employee and the County.
 - c. All reference checks from prospective employers should be directed to the County’s Human Resources Department. The County will report only Employee’s dates of employment and position held unless Employee requests or authorizes in writing that the County release additional information.
 - d. 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, and Employee will receive no additional payment other than the payment described above.
2. Employee agrees to give the County the following release in consideration of the payment and other valuable consideration from the County to Employee, as set forth at Paragraph 1(a-d) above:

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.

3. Employee and the County expressly intend this waiver and release to reach to the maximum extent permitted by law. The parties understand that this release means Employee cannot institute any action at law, suit or proceeding of any kind or nature whatsoever in a court of law against the County (as defined in paragraph 2, above), except for enforcement of this Agreement regardless of whether such claims are raised through a complaint, counterclaim, defense or cross-claim. Employee also agrees to not make any claim or demand for money against the County (as defined in paragraph 2, above). Employee understands and agrees that this Agreement constitutes a full and final compromise, satisfaction and settlement of all claims and rights he may have against the County, in any way connected with, based upon, or arising out of his employment with and departure from the County up to and including the date he signs this Agreement. Employee understands and agrees that in the event he initiates any lawsuit in a court of law against the County (as defined in paragraph 2) in breach of this Agreement, he will be held liable for the County's reasonable attorneys' fees incurred in defending such action.
4. 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.
5. 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 before executing it and that he has been afforded ample time and opportunity, of at least forty-five (45) days, to do so; (d) that Employee may revoke this Agreement within seven (7) days following the execution of this Agreement by sending written notice of revocation to Human Resources Department (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 (as noted above, payment will be made within 10 calendar days after Employee signs this Agreement). Further, if Employee exercises his right to revoke his waiver and release under the OWBPA and ADEA, the remainder of this Agreement shall continue in full force and effect, except that the amount of settlement pay in paragraph 1.b. shall be reduced to \$10,000.00, which Employee agrees shall constitute adequate and sufficient consideration to continue to bind Employee to all provisions of this Agreement and his obligations hereunder.

6. This Agreement may not be modified except by a writing signed by each of the parties hereto, or their duly authorized representatives.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. This Agreement is made in the State of Oregon and shall be construed, interpreted and governed by the laws of Oregon.
14. 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.
15. 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.
16. 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.

Employee has been encouraged to consult with legal counsel as he deems appropriate prior to signing this Agreement. 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 the County of Josephine.

EMPLOYEE JAMES GOODWIN

Date 4/25/2025

EMPLOYER COUNTY OF JOSEPHINE

By 

Title: Chair, Josephine County Board of Commissioners

Date 4-25-25