

RESIGNATION AGREEMENT

This Resignation Agreement (hereinafter "Agreement") is made by and between Gary A. Evans (hereinafter "Evans") and the Town of Wethersfield (hereinafter "Town"). The purpose of this Agreement is to any address issues arising from Mr. Evans' resignation from the Town of Wethersfield.

WHEREAS, Mr. Evans has been employed with the Town since March 2019 as the Town Manager;

WHEREAS, Mr. Evans has provided honorable distinguished and dedicated service to the Town of Wethersfield during his tenure as Town Manager;

WHEREAS, Mr. Evans has indicated a desire to resign from employment with the Town and the Town and Mr. Evans are desirous of establishing a time period for Mr. Evans' resignation so as to ensure for the orderly transition of a successor;

WHEREAS, Mr. Evans has agreed that his resignation date will be September 30, 2021;

NOW, THEREFORE, in consideration for the promises contained in this Agreement, the Parties agree as follows:

1. Resignation Date and Notice

Mr. Evans agrees to submit his written notice to the Wethersfield Town Council confirming his resignation date of September 30, 2021. The Parties represent that Mr. Evans initiated his request to resign from the Town and that he did so voluntarily and knowingly, uncoerced by any Town official or representative or any other entity. Until September 30, 2021, Mr. Evans shall continue to perform all duties and responsibilities of the Town Manager position.

2. Group Health Insurance Coverage and Payments

Mr. Evans current group health insurance coverage will be continued until September 30, 2021 at which time he will be provided the opportunity to continue this group health insurance coverage pursuant to the federal and state statutes commonly referred to as COBRA. However, the Town agrees that it will pay eighty-five percent (85%) of Mr. Evans' COBRA group health insurance monthly premium payments from October 1, 2021 through March 31, 2022 (i.e., 6 months). Mr. Evans shall be responsible to pay the remaining fifteen (15%) of the COBRA group health insurance payments, which payments must be made within thirty (30) calendar days following Mr. Evans receipt of his monthly premiums. Such payments shall be made by Mr. Evans to the Town's Director of Finance.

In addition, the Town shall continue to pay fifty (50%) percent of Mr. Evans' family deductible for the six-month period from October 1, 2021 through March 31, 2022. Specifically, the Town made the \$1,000 July 2021 payment which covers the period from July 1, 2021 to December 31, 2021. The Town will make another \$500 payment in January 2022 to cover the period January 1, 2022 to March 31, 2022, after which time the Town shall have no further obligation to either reimburse Mr. Evans for the cost of his group health insurance premiums or pay for any group health insurance deductibles.

3. Acknowledgment of Additional Consideration

Mr. Evans acknowledged that the benefits described in paragraph 2 above are beyond anything owed to him by law, contract or under the policies of the Town, and that they are being provided to him expressly as consideration in exchange for his entering into this Agreement so as to provide an orderly transition of his Town Manager duties.

4. Payment of Unused Vacation Pay

Pursuant to Paragraph Number 1 of Section Four of Mr. Evans' Employment Agreement with the Town, the Town shall pay Mr. Evans for any accrued vacation days not yet utilized prior to his September 30, 2021 resignation date. Such payment shall be made on or before the next Town payroll date following Mr. Evans' resignation on September 30, 2021 and such payments shall be subject to deductions for payroll taxes and any other deductions required or imposed by law.

5. Duty to Cooperate in Pending Matters

Mr. Evans further agrees to voluntarily cooperate with the Town in connection with any claim, charge, or lawsuit filed against the Town in which Mr. Evans' assistance is required by the Town or any governmental Town or person or entity initiating such claims, charges, or lawsuits. Specifically included in this paragraph are any CHRO, grievance arbitrations or lawsuits for which Mr. Evans may be subpoenaed by any entity or person to attend. When requested by the Town to participate in such cases, Mr. Evans shall be entitled to be paid at his regular hourly rate of \$72.82 for time spent assisting the Town in its defense of any such claims or lawsuits. If Mr. Evans is subpoenaed by an entity other than the Town for claims involving the Town, then Mr. Evans shall be entitled to be paid at one-half (1/2) his regular hourly rate (i.e., \$36.41).

6. Full Release and Waiver of Claims

Mr. Evans agrees that by this Agreement, he does for himself, his family and anyone claiming for or through him, release and forever discharge the Town, all related companies, subsidiaries and affiliates, predecessors, insurers, successors or assigns, current and former employees, officers, directors, attorneys, agents and anyone formerly or presently employed by the Town or acting on behalf of the Town, from any and all liability from any lawsuits, claims, attorney's fees, charges or causes of action in law or in equity under federal and state constitutions, statutes, law, regulations, municipal ordinances or regulations and common law. Mr. Evans also acknowledges that he currently has no pending lawsuits, charges or claims filed against the Town. Similarly, the Town agrees not to sue or file claims against Mr. Evans for any conduct occurring prior to Mr. Evans' execution of this Agreement.

7. Acknowledgement of Payment of Complete Benefits and Monies

Mr. Evans agrees that other than the compensation specifically set forth in this Agreement, no further monies, compensation, benefits, unreimbursed medical expenses or other claimed damages, including interest or attorney's fees, will be paid to him or are otherwise owed him by the Town, except that Mr. Evans shall be entitled to any benefits to which he is otherwise owed under any applicable Town or individual retirement plan(s) for which he was a participant prior to his resignation date.

8. Non-Admission

Neither the negotiation, undertaking or signing of this Agreement constitutes or operates as an acknowledgement or admission by the Town, its present or former officers, directors, agents, employees, or any person acting on its behalf that it has violated or failed to comply with any federal or state provisions of any constitutions, statutes, regulations or principals of common law, including those set forth in paragraph 6 above, or that they have acted wrongful in any way, or that Mr. Evans had, or currently has any rights whatsoever against the Town.

9. Indemnification

To the extent provided by the Connecticut General Statutes, the Town shall continue to defend and indemnify Mr. Evans in any legal action which arose out of an act or omission occurring in the performance of Mr. Evans' official duties as Town Manager up to the date of his resignation. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon pursuant to applicable Connecticut law and subject to any actions for reimbursement of such payments by the Town or its insurance carrier from Mr. Evans.

10. Confidentiality

Mr. Evans acknowledges that, while employed by the Town of Wethersfield, he had access to, possessed or was otherwise exposed to confidential information in connection with his employment concerning the Town of Wethersfield and was at all times under a duty to maintain the confidentiality of such information. He understands, acknowledges, and agrees that his duties and obligations to maintain the confidentiality of information concerning the Town of Wethersfield continues indefinitely and does not terminate with the resignation of his employment. He agrees that his obligation to maintain the confidentiality of the Town of Wethersfield's information shall continue hereafter in full force and effect.

11. Non-Disparagement

Mr. Evans covenants and agrees that he will make no comments, remarks or statements (whether written or oral), disparaging the current members of the Wethersfield Town Council or any of its officers, members, directors, or employees. The current members of the Town Council covenant and agree that they will make no comments, remarks or statements (whether written or oral), disparaging Mr. Evans.

Any violation of this provision by Mr. Evans shall constitute a material breach of this Agreement and a forfeiture of the benefits obtained by him under this Agreement and shall be grounds for civil action by the Town to recover such amounts from Mr. Evans, including payment of the Town's costs and attorneys' fees in enforcing this and other provision of this Agreement. In such event, Mr. Evans shall not be relieved from the remainder of his obligations of this Agreement.

12. Letter of Recommendation

The Mayor and/or Council agree to provide Mr. Evans with a letter of recommendation, a copy of which is attached as Exhibit A.

13. Non-Precedent

The Parties agree and acknowledge that this Agreement, and the events connected with it, shall not constitute precedent or the establishment of any past practice for the settlement of any future claims or for purposes of interpreting any provisions of any collective bargaining agreement or any policies or practices of the Town.

14. Complete Agreement

This Agreement constitutes the complete understanding between Mr. Evans and the Town. No other promises and agreements shall be binding or of any effect unless signed by the Parties.

15. Severability of Provisions


In the event that any term or provision of this Agreement is held invalid or enforceable by any court of competent jurisdiction, such holding shall apply only to the specific term or provision found invalid or unenforceable and shall not render invalid or unenforceable any other term or provision of this Agreement.

16. Choice of Law and Venue


This Agreement is to be construed according to the laws of Connecticut. Further, the Parties agree that any claim or dispute arising out of this Agreement shall be adjudicated in state or federal court within the State of Connecticut and Mr. Evans consents to the exercise of personal jurisdiction over him of any such court having subject matter jurisdiction of the claim or dispute.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below.

THE TOWN OF WETHERSFIELD



Honorable Michael Rell, Mayor



Gary A. Evans

Date: 11-13-2010

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