

SEPARATION AGREEMENT AND GENERAL RELEASE OF CLAIMS

THIS SEPARATION AGREEMENT AND GENERAL RELEASE OF CLAIMS ("Agreement") is entered into by and between Jarrad P. Berkihsier ("Employee") and the City of Lancaster (hereinafter "Employer" or "the City").

WHEREAS, Employee has been employed as the Chief of Police for the City,

WHEREAS, Employee is a 26-year City employee who worked his way through the ranks of the City Police Bureau,

WHEREAS, Employee has served the City to the best of his ability during his tenure,

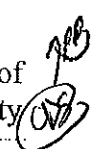
WHEREAS, Employee has determined that he would like to retire from the City of Lancaster, and

WHEREAS, the parties acknowledge that this Agreement is the result of good faith negotiations to best serve the interests of Employee and the City;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound, the Employer and Employee hereby agree as follows:

1. Retirement: Employee's employment with the City will end effective October 31, 2020 ("Employment Retirement Date").
2. Leave Period: Employee will go on paid administrative leave effective October 2, 2020.
3. Severance Payment: The City will pay to employee a lump sum of \$32,665.34 (equivalent to three months [12 weeks] of Employee's annual base salary, including his longevity rate), less payroll taxes and other legally mandated withholdings (the "Severance Payment"). Employee will receive the Severance Payment in the next regularly scheduled bi-weekly payroll processing after this Agreement becomes effective and irrevocable as set forth in Paragraph 19.
4. Accrued Paid Time Off: Payment of Employee's accrued but unused paid time off has been or will be made in a lump sum in Employee's final paycheck in the amount of \$28,615.58, following Employee's Employment Retirement Date. Employee does not continue to earn paid time off after the Employment Retirement Date. Employee understands that he did not have to execute this Agreement to receive payment for his accrued but unused paid time off.
5. Full Payment of Compensation: Employee acknowledges and agrees that Employee's compensation, less applicable deductions, through Employment Retirement Date is in complete satisfaction of any and all amounts due to Employee from Employer through the Employment Retirement Date and Employee is not owed any other payments for compensation, including but not limited to wages, bonuses, reimbursements, commissions and/or paid time off. Employee understands, acknowledges and agrees that Employee did not have to execute this Agreement to receive payment for his

payment of compensation through Employment Retirement Date. Employee further agrees that the Severance Payment referenced in Paragraph 3 above represents payment to Employee of money or value to which Employee would not otherwise be entitled.

6. Employee Benefit Programs: Employee is entitled to post-employment medical benefits pursuant to an applicable collective bargaining agreement and will continue to receive his Employer-sponsored health benefits for any term outlined in the applicable collective bargaining agreement. Any question regarding Employee's eligibility for, or entitlement to, any post-employment medical benefits are governed by the terms of the applicable collective bargaining agreement and appropriate insurance contracts and not this Agreement. Employee is further entitled to post-retirement benefits pursuant to the terms of the applicable plan.
7. No Injuries: Employee represents and warrants that he has no unreported work-related injuries and that he has no workers' compensation claim or Heart and Lung claim to file.
8. Employer Property: Employee acknowledges that all documents, materials and information related to the Employer, or its subsidiaries, affiliates or businesses, including any confidential financial information, and all other property of the Employer, including, without limitation, equipment and files in Employee's possession or control are the sole property of Employer, and Employee has returned all such property. Employee acknowledges and agrees that all such materials are and will always remain the exclusive property of the City. Further, Employee agrees that on and after October 3, 2020, Employee will not for any purpose attempt to access or use any Employer computer or computer network or system, including without limitation its' electronic and voice mail systems.
9. Cooperation: Employee agrees to cooperate with Employer with respect to all matters arising during or related to Employee's employment, including but not limited to cooperation in connection with any pending criminal cases or criminal cases to be filed relating to events occurring during the term of Employee's employment, governmental investigation, litigation or regulatory or other proceeding which may have arisen or which may arise following Employee's signing of this Agreement. To the extent Employee is needed as a witness or party in any criminal cases or civil cases, Employee will be compensated at the then existing rate of the highest ranking officer pursuant to the Collective Bargaining Agreement between the City of Lancaster and the Lancaster City Police Officer's Association for his time in court, depositions, or consulting with the City's legal counsel, the Lancaster County District Attorney, or any federal attorneys, Employee will also be reimbursed for reasonable expenses incurred in providing such cooperation as long as Employee obtains Employer's written authorization prior to incurring such expenses.
10. Indemnification and Defense: City agrees that it will indemnify and defend Employee in any and all ongoing or newly filed litigation against Employee for any actions occurring in the course of Employee's employment in the City of Lancaster.
11. Letter of Recommendation: City agrees that within seventy-two (72) ^{hours} of the execution of this agreement, City will deliver to Employee a general letter of recommendation, on City 

letterhead and signed by a person with authority to issue such a letter and stating, "To Whom It May Concern, This letter confirms Jarrad Berkiher was employed in the Police Department of the City of Lancaster until October 31, 2020. At the end of his career, he held the position of Chief of Police. During his employment, Berkiher served diligently and was effective as a police officer. He followed orders and served faithfully as a police officer. He was not subjected to disciplinary action and did not violate department policies. He remained in good standing through the date of his retirement."

12. Public Announcement: City agrees to prepare a press release announcing the retirement of the Employee and shall provide a copy of the press release to Employee prior to issuance to the media and provide Employee with an opportunity to offer suggested revisions to the press release.

13. Release:

In exchange for the Severance Payment set forth in Paragraph 3 above, to which Employee would otherwise not be entitled, Employee, on behalf of himself and his respective heirs, executors, administrators and assigns (hereinafter referred to collectively as Releasers) agrees to release Employer and each of its officers, employees, and agents (hereinafter referred to collectively as Releasees) from all actions, claims and demands (including attorney's fees and costs) in law or in equity, which are subject to waiver, up to the date Employee signs this Agreement, including but not limited to those arising from or related to his employment relationship with the Employer or the termination of his employment. Such claims include, but are not limited to, any waivable claims which may or could have been asserted under federal, state or local laws, regulations, or ordinances, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Acts of 1866 and 1871; Section 1981; the Americans with Disabilities Act (ADA); the Family and Medical Leave Act (FMLA); the Employment Retirement Income Security Act (ERISA) (except as to claims for vested benefits); Executive Order 11246; the Worker Adjustment and Retraining Notification (WARN) Act; the National Labor Relations Act (NLRA); any state or local laws similar to the aforementioned, including, but not limited to, the Pennsylvania Human Relations Act, and the Pennsylvania Whistleblower Law; any unjust or wrongful termination theory based in common law, statute, or the Constitution, any claim for breach of contract, fraud, or material misrepresentation; any negligent retention hiring or supervision theory; any right or claim based on an alleged privacy violation; any claims for defamation or slander; other employment tort or common law claims now or hereafter recognized; any derivative claim that Employee may have arising thereunder; and all claims for attorney's fees and costs.

14. Confidentiality of Agreement: Employee agrees that the terms of this Agreement shall be maintained as confidential by Employee and his agents and representatives, and shall not be disclosed to any other third party (other than Employee's attorneys, financial advisors, or spouse provided each agrees to keep the Agreement and its terms confidential), or except to the extent required by law. The confidentiality provisions herein shall not apply to Employee's participation or cooperation in any charge or investigation by the Federal Equal Employment Opportunity Commission or any comparable state agency. However, Employee waives any right to recover monetary damages, reinstatement of employment,

or any other relief sought against Employer in any charge, complaint or lawsuit filed by Employee or by anyone else on Employee's behalf. The parties understand that the fact and/or existence of this Agreement are confidential and shall not be disclosed by either party, except as may be required by law or regulation, including without limitation, Pennsylvania's Right to Know Law, and except as may be required to effectuate the terms of this Agreement.

15. Nondisparagement. Employee and Employer agree that neither party shall willfully engage in any action designed to defame the other or its employees to any other person, firm, or corporation, unless compelled to do so by Court Order under threat of contempt or criminal proceedings for failing to obey said court Order.
16. Entire Agreement: This Agreement supersede all prior and contemporaneous agreements, communications and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement contain the entire agreement between and among the parties and cannot be modified in any respect in the future except in a writing signed by the parties hereto.
17. Severability: If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the remaining shall remain in full force and effect. This paragraph shall be interpreted to give the fullest possible effect to Employee's release of claims and the parties' intent.
18. No Admissions and Relief: It is understood and agreed by Employee and Employer that this Agreement represents a compromise settlement of various matters, and that the promises and payments in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by the Employer.
19. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including corporations with which, or into which, Employer may be merged or which may succeed to its respective assets or business; provided, however, that Employee's obligations are personal and may not be assigned.
20. Amendment: This Agreement may be amended or modified only by a written instrument executed by Employee and the City.
21. Voluntary Agreement: In signing this Agreement, Employee gives Employer assurances that s/he has signed it voluntarily and with a full understanding of its terms and that Employee has had sufficient opportunity to consider this Agreement and to consult with anyone of Employee's choosing before signing it. If the terms of this Agreement are acceptable, Employee is to sign and return it to the undersigned.
22. Effective Date: The terms of this Agreement will become effective as soon as it is signed by Employee.
23. Governing Law: The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

24. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same Agreement. Any party to this Agreement may execute this Agreement by signing any such counterpart.
25. Headings: The headings to this Agreement are for convenience only, and are not to be used in the interpretation of the terms hereof.

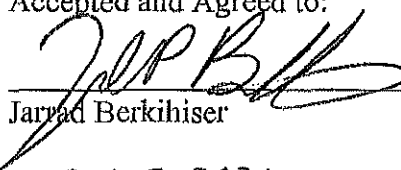
The City of Lancaster

By: _____


Mayor Danene Sorace

Date: 10/2/20

Accepted and Agreed to:


Jarrad Berkihiser

2 OCT 2020
Date