



## Bonner County Separation and Release of Claims Agreement

### Separation and Release of Claims Agreement

This Separation and Release of Claims Agreement "**Agreement**" is entered into by and between Bonner County, a political subdivision of the State of Idaho, the "**Employer**" on behalf of itself, its Board of County Commissioners in their professional and individual capacities, Elected Officials of Bonner County in their professional and individual capacities, employees of Bonner County in their professional and individual capacities, and officers, directors, owners, shareholders and agents including attorneys and insurers of Bonner County, as well as successors and assigns, and all of their respective officers, directors, employees, shareholders, trustees, partners and OTHER RELATED PERSONS OR ENTITIES, in their corporate and individual capacities, with the **Employer** and these additional entities collectively referred to herein as the "**Employer Group**," and Brad Ptashkin the "**Employee**." The Employer, Employer Group and the Employee are collectively referred to herein as the "**Parties**."

The Employee's last day of employment with the Employer was June 14, 2022, which is the "**Separation Date**." After the Separation Date, the Employee will not represent himself as being an employee, officer, agent or representative of the Employer Group for any purpose. Except as otherwise set forth in this Agreement, the Separation Date will be the employment termination date for the Employee for all purposes, meaning the Employee will no longer be entitled to any further compensation, monies, or other benefits from the Employer Group, including coverage under any benefits plans or programs sponsored by the Employer Group, unless the plan documents indicated otherwise.

1. **Return of Property.** By the Separation Date, the Employee must return all Employer property, including identification cards or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, credit cards, electronically stored documents or files, physical files and any other Employer Group property in the Employee's possession.
2. **Employee Representations.** The Employee specifically represents, warrants, and confirms that: (a) he has no claims, complaints or actions of any kind filed against the Employer Group with any court of law, or local, state or federal government or agency; and (b) he has been properly paid for all hours worked for the Employer through his Separation Date, and that all commissions, bonuses and other compensation due to him has been paid. Any vested benefits under any of the Employer's employee benefit plans are excluded and shall be governed by the terms of the applicable plan documents and award agreements.
3. **Separation Benefits.** In consideration for the Employee's execution, non-revocation of, and compliance with this Agreement, including the waiver and release of claims in Section 4, the Employer Group agrees to provide the following benefits:

(a) A check in the gross amount of ONE HUNDRED SIX THOUSAND TWO HUNDRED AND FORTY DOLLARS and 00/100 (\$106,240.00), less appropriate withholdings and deductions, payable to Brad Ptashkin, which is intended to represent one (1) year of severance for the Employee. This will be paid on a standard payroll check within three (3) business days of the "Effective Date" of this Agreement, as defined in Section 5, below. Employee understands that a Form W-2 will be issued for this payment.

(b) As of the Separation Date, Employee had accrued PTO for which Employee shall be compensated in the gross amount of SIX THOUSAND SIX HUNDRED AND EIGHT DOLLARS and 32/100 (\$6,608.32), less appropriate withholdings and deductions. This will be paid on a standard payroll check within three (3) business days of the "Effective Date" of this Agreement, as defined in Section 5, below. Employee understands that a Form W-2 will be issued for this payment.

(c) Employer agrees to comply with its standard policy for reference checks, which should be directed to Employer's HR Department. Upon the Employee's signed request, Employer's HR Department will provide the Employee and/or a prospective employer written confirmation of the Employee's employment with Employer, including his dates of employment and salary information.

(d) The Employee understands, acknowledges and agrees that these benefits (excluding PTO accruals) exceed what he is otherwise entitled to receive upon separation from employment, and that these benefits are in exchange for executing this Agreement.

#### 4. Release and Waiver of Claims.

(a) General Release and Waiver of Claims by Employee.

In exchange for the consideration provided in this Agreement, the Employee and his heirs, executors, representatives, agents, insurers, administrators, successors and assigns collectively, the "Releasors" irrevocably and unconditionally fully and forever waive, release and discharge the Employer Group, including Bonner County, its Board of County Commissioners in their professional and individual capacities, Elected Officials of Bonner County in their professional and individual capacities, employees of Bonner County in their professional and individual capacities, and officers, directors, owners, shareholders and agents including attorneys and insurers of Bonner County, as well as successors and assigns, and all of their respective officers, directors, employees, shareholders, trustees, partners and OTHER RELATED PERSONS OR ENTITIES, in their corporate and individual capacities collectively, the "Releasees" from any and all claims, demands, actions, causes of actions, obligations, judgments, rights, fees, damages, debts, obligations, liabilities and expenses inclusive of attorneys' fees of any kind whatsoever collectively, "Claims", whether known or unknown, from the beginning of time to the date of the Employee's execution of this Agreement, including, without limitation, any claims under any federal, state, local or foreign law, that Releasors may have, have ever had or may in the future have arising out of, or in any way related to the Employee's hire, benefits, employment, termination or separation from employment with the Employer Group and any actual or alleged act, omission, transaction, practice, conduct, occurrence or other matter, including, but not limited to (i) any and all claims under Title VII of the

Civil Rights Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Fair Labor Standards Act, the Equal Pay Act, as amended, the Employee Retirement Income Security Act, as amended with respect to unvested benefits, the Civil Rights Act of 1991, as amended, Section 1981 of U.S.C. Title 42, the Sarbanes-Oxley Act of 2002, as amended, the Worker Adjustment and Retraining Notification Act, as amended, the National Labor Relations Act, as amended, the Age Discrimination in Employment Act, as amended, the Uniform Services Employment and Reemployment Rights Act, as amended, the Genetic Information Nondiscrimination Act of 2008, and ALL STATE AND LOCAL LAWS THAT MAY BE LEGALLY WAIVED all of their respective implementing regulations and/or any other federal, state, local or foreign law statutory, regulatory or otherwise that may be legally waived and released; (ii) any and all claims for compensation of any type whatsoever, including but not limited to claims for salary, wages, bonuses, commissions, incentive compensation, vacation and/or severance under Idaho's Minimum Wage Act or other applicable law; (iii) any and all claims arising under tort, contract and/or quasi-contract law, including but not limited to claims of breach of an expressed or implied contract, tortious interference with contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, nonphysical injury, personal injury or sickness or any other harm, wrongful or retaliatory discharge, fraud, defamation, slander, libel, false imprisonment, negligent or intentional infliction of emotional distress; and (iv) any and all claims for monetary or equitable relief, including but not limited to attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements including claims under Idaho's Human Rights Act. The general release and waiver of claims referred to in this Section 4(a) does not include claims arising out of or attributable to (a) events, acts or omissions taking place after the Parties' execution of the Agreement; and (b) the Employer Group's breach of any terms and conditions of the Agreement.

Further, this general release and waiver of claims excludes, and the Employee does not waive, release or discharge, (i) any right to file an administrative charge or complaint with the Equal Employment Opportunity Commission or other administrative agency, although the Employee waives any right to monetary relief related to such a charge or administrative complaint; and (ii) claims which cannot be waived by law, such as claims for unemployment benefit rights and workers' compensation (iii) indemnification rights the Employee has against the Employer; and (iv) any rights to vested benefits, such as pension or retirement benefits.

**(b) Specific Release of ADEA Claims by Employee.**

In further consideration of the payments and benefits provided to the Employee in this Agreement, the Releasors hereby irrevocably and unconditionally fully and forever waive, release and discharge the Releasees from any and all Claims, whether known or unknown, from the beginning of time to the date of the Employee's execution of this Agreement arising under the Age Discrimination in Employment Act (ADEA), as amended, and its implementing regulations. By signing this Agreement, the Employee hereby acknowledges and confirms that: (i) the Employee has read this Agreement in its entirety and understands all of its terms; (ii) the Employee has been advised of his right to consult with his attorney prior to executing this Agreement; (iii) the

Employee knowingly, freely and voluntarily assents to all of the terms and conditions set out in this Agreement including, without limitation, the waiver, release and covenants contained herein; (iv) the Employee is executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which he is otherwise entitled; (v) the Employee was given exactly twenty-one (21) days to consider the terms of this Agreement and consult with an attorney of his choice, although he may sign it sooner if desired, and continued negotiation of this Agreement does not extend this 21-day consideration period; (vi) the Employee understands that he has seven (7) days from the date he signs this Agreement to revoke the release in this paragraph by delivering notice of revocation to Cindy Binkerd at Bonner County, 1500 Highway 2, Sandpoint, Idaho 83864 by e-mail/fax/overnight delivery before the end of such seven-day period; and (vii) the Employee understands that the release contained in this paragraph does not apply to rights and claims that may arise after the date on which the Employee signs this Agreement. THIS OFFER OF AGREEMENT LAPSES AFTER 21-DAYS FROM THIS DATE.

(c) General Release and Waiver by Employer.

The Employer irrevocably and unconditionally fully and forever waive, release, and discharge any and all Claims (as defined in Section 4 above) it may have or have ever had, whether known or unknown, from the beginning of time to the date of the execution of this Agreement against the Employee arising out of or in any way related to his hire, benefits, employment or separation from employment with the exception of Claims arising out of or attributable to (a) events, acts or omissions taking place after the Parties' execution of the Agreement; and (b) the Employee's breach of any terms and conditions of the Agreement.

5. Knowing and Voluntary Acknowledgment. The Employee specifically agrees and acknowledges that: (i) the Employee has read this Agreement in its entirety and understands all of its terms; (ii) the Employee has been advised of and has availed himself of his right to consult with his attorney prior to executing this Agreement; (iii) the Employee knowingly, freely and voluntarily assents to all of its terms and conditions including, without limitation, the waiver, release and covenants contained herein; (iv) the Employee is executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which he is otherwise entitled; (v) the Employee is not waiving or releasing rights or claims that may arise after his execution of this Agreement; and (vi) the Employee understands that the waiver and release in this Agreement is being requested in connection with the cessation of his employment with the Employer Group.

The Employee further acknowledges that he has had twenty-one (21) days to consider the terms of this Agreement and consult with an attorney of his choice, although he may sign it sooner if desired. THIS OFFER OF AGREEMENT LAPSES AFTER 21-DAYS FROM THIS DATE. Further, the Employee acknowledges that he shall have an additional seven (7) days from the date on which he signs this Agreement to revoke consent to his release of claims under the ADEA by delivering notice of revocation to Cindy Binkerd at the Employer Group, 1500 Highway 2, Sandpoint, Idaho 83864 by e-mail/fax/overnight delivery/OTHER METHOD OF DELIVERY before the end of such seven-day period. In the event of such revocation by the Employee, the Employer Group shall have the option of treating this Agreement as null and void

in its entirety.

**This Agreement shall not become effective, until the eighth (8th) day after the Employee and the Employer Group execute this Agreement. Such date shall be the Effective Date of this Agreement. No payments due to the Employee hereunder shall be made or begin before the Effective Date.**

**6. Employee Confidentiality Obligations.**

**(a) Confidential Information**

The Employee understands and acknowledges that during the course of his employment by the Employer, he has had access to and learned about confidential, secret and proprietary documents, materials and other information, in tangible and intangible form, of and relating to the Employer Group and its businesses and existing and prospective customers, suppliers, investors and other associated third parties "Confidential Information". The Employee further understands and acknowledges that this Confidential Information and the Employer's ability to reserve it for the exclusive knowledge and use of the Employer Group is of great competitive importance and commercial value to the Employer, and that improper use or disclosure of the Confidential Information by the Employee might cause the Employer to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties.

For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, manufacturing information, factory lists, distributor lists, and buyer lists of the Employer Group or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Employer in confidence.

The Employee understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

The Employee understands and agrees that Confidential Information developed by him in the course of his employment by the Employer shall be subject to the terms and conditions of this Agreement as if the Employer furnished the same Confidential Information to the Employee in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Employee, provided that such disclosure is through no direct or indirect fault of the Employee or person(s) acting on the Employee's behalf.

**(b) Disclosure and Use Restrictions**

The Employee agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever including other employees of the Employer Group not having a need to know and authority to know and use the Confidential Information in connection with the business of the Employer Group and, in any event, not to anyone outside of the direct employ of the Employer Group except as required in the performance of any of the Employee's remaining authorized employment duties to the Employer and only after execution of a confidentiality agreement by the third party with whom Confidential Information will be shared or with the prior consent of an authorized officer acting on behalf of the Employer Group in each instance and then, such disclosure shall be made only within the limits and to the extent of such duties or consent; and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Employer Group, except as required in the performance of any of the Employee's remaining authorized employment duties to the Employer or with the prior consent of an authorized officer acting on behalf of the Employer Group in each instance and then, such disclosure shall be made only within the limits and to the extent of such duties or consent. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. The Employee shall promptly provide written notice of any such order to an authorized officer of the Employer Group.

The Employee understands and acknowledges that his obligations under this Agreement with regard to any particular Confidential Information shall commence immediately and shall continue during and after his employment by the Employer until such time as such Confidential Information has become public knowledge other than as a result of the Employee's breach of this Agreement or breach by those acting in concert with the Employee or on the Employee's behalf.

7. **Non-disparagement.** The Employee agrees and covenants that he shall not at any time make, publish or communicate to any person or entity or in any public forum, including social media, any defamatory or disparaging remarks, comments or statements concerning the Employer Group or its businesses, or any of its employees or officers, and existing and prospective customers, suppliers, investors and other associated third parties, now or in the future, subject to the following exception:

In the event a member of the Employer Group that is not bound by this non-disparagement provision disparages the Employee on social media or other public platform, the Employee may truthfully respond without violating this non-disparagement provision. This exception does not include the Notice of Tort Claim discussed at Paragraph 8 or any lawsuit resulting therefrom.

Employer agrees and covenants that its Board of County Commissioners and HR Departments shall not at any time make, publish or communicate to any person or entity or in any public forum, including social media, any defamatory or disparaging remarks, comments or statements concerning the Employee.

This Section does not, in any way, restrict or impede the Employee or the Employee Group from exercising protected rights or legal obligations for disclosure to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. The Employee shall promptly provide written notice of any such order to Employer's HR Department, and the Employer Group shall promptly provide written notice of any such order to the Employee.

8. **Indemnification and Cooperation.** Employer Group acknowledges the existence of that certain Notice of Tort Claim received by the Employer Group dated on or about December 28, 2021, which named Employee as an alleged tortfeasor ("Tort Claim"). Starting with the date any litigation related to the Tort Claim is actually filed, Employer Group hereby agrees to defend, indemnify, and hold Employee harmless from any and all claims asserted or in any way related to the Tort Claim by retaining counsel of its choice at rates of its choice on behalf of the Employee. Expenses including attorney fees or costs to date expended by the Employee related to the Tort Claim, negotiation of this Agreement, or for any other purpose are solely the responsibility of the Employee. Employee agrees to reasonably cooperate with the Employer Group's defense of the Tort Claim or any subsequent litigation arising out of the Tort Claim.

9. **Confidentiality.** The Employee and the Employer Group agree and covenant that they shall not disclose any of the terms of or amount paid under this Agreement or the negotiation thereof to any individual or entity; provided, however, that the Employee and the Employer Group will not be prohibited from making disclosures to their respective attorneys, Boards, tax advisors and/or immediate family members (as applicable), or as may be required by law.

This Section does not, in any way, restrict or impede the Employee or Employer Group from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not



exceed that required by the law, regulation or order. The Employee shall promptly provide written notice of any such order to Employer's HR Department, and the Employer Group shall promptly provide written notice of any such order to the Employee.

**10. Remedies.** In the event of a breach or threatened breach by the Employee or Employer Group of any of the provisions of this Agreement, the Employee and Employer Group hereby consent and agree that the Employer or Employer Group shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

Should the Employee fail to abide by any of the terms of this Agreement, the Employer may, in addition to any other remedies it may have, reclaim any amounts paid to the Employee under the provisions of this Agreement or terminate any benefits or payments that are later due under this Agreement, without waiving the releases provided herein.

**11. Successors and Assigns.**

**(a) Assignment by the Employer Group**

The Employer Group may freely assign this Agreement at any time. This Agreement shall inure to the benefit of the Employer Group and its successors and assigns.

**(b) No Assignment by the Employee**

The Employee may not assign this Agreement or any part hereof. Any purported assignment by the Employee shall be null and void from the initial date of purported assignment.

**12. Governing Law; Jurisdiction and Venue.** This Agreement, for all purposes, shall be construed in accordance with the laws of Idaho without regard to conflicts-of-law principles. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the state of Idaho, county of Bonner. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

**13. Entire Agreement.** Unless specifically provided herein, this Agreement contains all the understandings and representations between the Employee and the Employer Group pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The Parties mutually agree that the Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

**14. Modification and Waiver.** No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Employee and by Human Resource Director of the Employer. No waiver by either of the Parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**15. Severability.** Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law.

The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

**16. Captions.** Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

**17. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**18. Nonadmission.** Nothing in this Agreement shall be construed as an admission of wrongdoing or liability on the part of the Employee or the Employer Group.

**19. Notices.** All notices under this Agreement must be given in writing by personal delivery/regular mail/receipted e-mail at the addresses indicated in this Agreement or any other address designated in writing by either party.

Notice to the Employer:

Cindy Binkerd, Director, Human Resources, 1500 Highway 2, Suite 337, Sandpoint, ID 83864

**Notice to the Employee:**

Brad Ptashkin, 11683 E Whitetail Drive, Athol, Idaho 83801

**20. Attorneys' Fees.** Should the Employee or the Employer Group breach any of the terms of this Agreement or the post-termination obligations articulated/referenced herein, to the extent authorized by Idaho law, the Employee or Employer Group will be responsible for payment of all reasonable attorneys' fees and costs that the other Party incurred in the course of enforcing the terms of the Agreement, including demonstrating the existence of a breach and any other contract enforcement efforts.

**21. Section 409A.** This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (Section 409A) or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Employer makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Employer be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Employee on account of non-compliance with Section 409A.

**22. Acknowledgment of Full Understanding.** THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AGREEMENT. THE EMPLOYEE FURTHER ACKNOWLEDGES THAT HIS SIGNATURE BELOW IS AN AGREEMENT TO RELEASE RELEASEES FROM ANY AND ALL CLAIMS.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the dates written below.

**EMPLOYER GROUP:**

By: 

Date: 7/5/22

Name: Dan McDonald, Chairman of the Board of Commissioners for Bonner County



**EMPLOYEE:**

Signature: 

Date: 07/01/2022

Print Name: BRAD PTASHKIN

| EMP 877-Ptashkin | GROSS WAGES   | LDG REIMB PREPAID | SUPPLEMENTAL PAY | SEPARATION BENEFIT |
|------------------|---------------|-------------------|------------------|--------------------|
| Year             |               |                   |                  |                    |
| 2022             | \$ 61,609.09  |                   |                  | 106,240.00         |
| 2021             | \$ 107,195.03 |                   |                  |                    |
| 2020             | \$ 100,811.12 | \$ 14,200.00      | \$ 10,800.00     |                    |

Date of Hire: 4/9/2020

Date of Separation: 7/1/2022

Wage: \$48.08

Status: Exempt

Title: Manager Information Systems

Grade: 16

|         |         |         |
|---------|---------|---------|
| \$39.34 | \$47.86 | \$57.16 |
|---------|---------|---------|

Promotion to CIO: No Pay Change

Merit Pay: \$49.88 effective 4/4/2021

Grade: 17

|         |         |         |
|---------|---------|---------|
| \$43.28 | \$52.65 | \$62.87 |
|---------|---------|---------|