

AGREEMENT AND GENERAL RELEASE

This Agreement and General Release (hereinafter "Agreement") is effective the 10th day of November 2015, by and among CHIEF WILLIAM C. KING and the Borough of South Bound Brook. For purposes of this Agreement, the term "South Bound Brook" shall also mean and include all Council Members and employees, the Police Department, and any and all of its officers, officials, accountants, attorneys, predecessors, successors, assigns, agents, heirs, representatives, supervisors, insurance carriers and the executor of any estate and representatives, and all persons acting by, through or in concert with them. The term "King" shall mean Chief William C. King, and all his executors, administrators, successors, assigns, agents, attorneys and representatives.

1. Background and Purposes of Agreement.

1.1 King is currently employed by South Bound Brook as its Chief of Police.

1.2 King and South Bound Brook (together "the Parties") have determined that it is in their best interest to enter into this Agreement and thereby amicably resolve any and all issues in dispute, or which could be asserted by King, without any admission of liability or otherwise related to his employment with the Borough of South Bound Brook.

1.3 King acknowledges and agrees that all claims which potentially could be asserted against the Borough or any other Borough agent are being waived and released voluntarily by him following receipt of the consideration due to him as set forth in paragraph 2.1 below.

2. Consideration.

King agrees to retire on or about December 1, 2015 and waive and release any and all claims against South Bound Brook subject to the following terms:

2.1 King will receive the grand total of \$109,874.81, payable in three (3) annual installments. The annual installment payment will be made in the month of December for each year

Then:
JANUARY 2016
JANUARY 2017
W/B
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starting in 2015. This payment is the total amount for sick time owed (\$61,135.52), vacation time owed (\$8,570.40), personal time owed (1,714.08), retroactive payment (\$5,225.00) and compensatory hours owed (\$33,229.81).

2.2 King will receive a retroactive pay increase in his 2015 salary to the amount of \$148,561.00, retroactive to January 1, 2015, as an increase for 2015. In light of this payment, King will waive any right he has to any further health insurance or other reimbursements not specifically set forth herein, which he was due or otherwise entitled to receive.

2.3 It is also agreed as follows:

A) King will retire in good standing with the South Bound Brook Police Department and it is agreed that there will be no administrative charges pending at the time of retirement.

B) King will be indemnified from all civil actions brought against him so long as he was acting within the scope of his employment during his employment in South Bound Brook.

C) Upon retirement, King will receive his service weapon (Smith & Wesson M&P serial DXK5288), three magazines and holsters.

D) King shall receive a retired Chief's Badge and identification card.

E) Borough agrees to retain any letters from the SCPO clearing King of any administrative charges upon effective date of retirement.

F) King will turn in vehicle and departmental issued equipment on last day of employment.

2.4 The payment set forth in Section 2.1 shall be made in accordance with this Agreement and is intended by the mutual agreement of the Parties to be full compensation for King's

employment with the Borough, including all claims and potential claims, including, but not limited to, claims for attorney's fees and expenses.

2.5 The parties and their respective legal counsel take no position with respect to and make no representations nor render any opinions on the tax ramifications, if any, of the payment set forth in Sections 2.1 and 2.2.

2.6 King hereby agrees to waive any further right to pursue any and all benefits which were listed in his Employment Agreement/Memorandum of Understanding with the Borough, but plaintiff will continue to receive his medical benefits at the existing rate of coverage at the time of his retirement pursuant to applicable State and Federal Law. King is currently solely responsible for any increases in health insurance costs beyond what was in effect at the time of his retirement. King further confirms that any employment agreement to which he was a party, or other benefits he may have had, or which were in effect at any time with the Borough of South Bound Brook were terminated at the time of his retirement and remain terminated except for the medical benefits set forth herein and the consideration being paid under the terms of this Settlement Agreement.

3. **Release.**

3.1 King hereby fully, unconditionally and without limitation waives, releases and forever gives up any and all known and unknown claims, rights and causes of action of every kind, whether in law or in equity, against South Bound Brook, any of their past, present and future elected, appointed and other officials, agents, officers, directors, employees, successors, assigns, attorneys, insurance carriers and anyone who succeeds to their rights, including, but not limited to their heirs and the executor of their respective estates, which now exist and which exist through the date this Agreement is signed in connection with King's employment with South Bound Brook. This release includes, but is not limited to, every claim, right and cause of action, including those of which King

may not be aware and those not expressly mentioned in this Agreement. This Agreement applies to every claim that King may have, resulting from anything, which has happened up to now and may happen up until the date that King executes this Agreement. It is understood and agreed that, in particular and without limitation that this release also covers and includes every claim that King may have or has ever had before the Equal Employment Opportunity Commission or the New Jersey Division on Civil Rights against the defendants.

3.2 This release includes, but is not limited to, every claim by King arising from, connected with or having relation to King's employment with South Bound Brook, from the inception of that employment to the date of this agreement already brought or which could have been brought before any state or federal administrative agency or any court, including, but not limited to, all federal, state, local or administrative claims arising under any of the following: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Acts of 1866, 1870 and 1871; the Civil Rights Act of 1968; the Equal Pay Act; the Fair Labor Standards Act; the Rehabilitation Act of 1973; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Civil Rights Act of 1991; the Employee Retirement Income Security Act ("ERISA"); the Family Medical Leave Act; the Veterans Re-employment Rights Act; the Uniformed Services Employment and Re-employment Rights Act; the Worker Adjustment and Retraining Notification Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the New Jersey Law Against Discrimination; the New Jersey Family Leave Act; New Jersey Conscientious Employee Protection Act ("CEPA"); the New Jersey Law of Workers Compensation, N.J.S.A. 34:15-39.1; the New Jersey Equal Pay Act; the New Jersey Smokers' Rights Law; the New Jersey Genetic Privacy Act; New Jersey Tort Claims Act; New Jersey Civil Rights Act; any other applicable federal, state or local anti-discrimination or equal employment opportunity statutes or regulations.

3.3 This release also includes, without limitation, no matter how denominated or described, any claim by King under any federal, state or local law, rule, regulation or executive order and any claim by King of disparate treatment, disparate conduct or unequal pay; any claim by King of unlawful discrimination, including, without limitation, retaliation, political discrimination, gender or age discrimination; breach of contract, written or oral, express or implied; breach of promise or public policy; retaliation; any claim under any employment agreement express or implied; impairment of economic opportunity; loss of business opportunity; right to exercise options; fraud; misrepresentation; intentional infliction of emotional distress; psychological harm or any other tort; property damage; any and all alleged defamatory statements; pain and suffering; perceived disability; history of disability; sexual harassment; harassment; and, payment of wages or benefits. This release extends and applies to all unknown, unsuspected and unanticipated claims, liens, injuries and damage claims by King as well as those now known.

4. **Attorney's Fees and Expenses.**

It is specifically understood and agreed that the amount paid under this Agreement is inclusive of all attorney's fees and costs to which King and/or his attorneys may be entitled, and the amount is specifically intended to be inclusive of all attorney's fees and costs. King understands that, by executing this agreement, he releases and waives any claim or right for attorney's fees and expenses in connection with his claims. Neither King, nor anyone acting on their behalf, shall make application for any additional monies in addition to the amounts set forth in this Agreement nor shall any of them make any application for attorney's fees or costs as those amounts are included in the total payment being made herein. Payment will be transmitted to King, in accordance with

paragraph 2.1. This provision, however, does not apply to any potential claim brought to enforce the terms of this Agreement at a later date should same be necessary.

5. **No Admission of Liability.**

This Agreement is executed and all consideration is given in final agreement of King's employment and shall not be construed as an admission of any allegation of liability or wrongdoing by any of the Parties.

6. **Fair Representation.**

The Parties represent and warrant that their respective attorneys have represented them fully, fairly, and without bias or conflict in connection with the Action.

7. **Consultation with an Attorney.**

The Parties have consulted with their attorneys with respect to this Agreement, and reviewed with their attorneys all the terms and conditions of this Agreement before signing this Agreement.

8. **Knowing and Voluntary Agreement.**

The Parties represent and acknowledge that they have had a reasonable amount of time to consider this Agreement and that, in executing this Agreement, they rely entirely upon their own judgment, beliefs and interests and the advice of their counsel, and they do not rely and have not relied upon any representation or statement made by the other party, or by any agents, representatives or attorneys of the other party, with regard to the subject matter, basis or effect of this Agreement or otherwise, other than as specifically stated in this Agreement. The parties specifically acknowledge that all releases contained herein are knowing and voluntary.

10. **Who is Bound.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective legal representatives, agents, successors, assigns, heirs and executors.

11. **Complete Agreement.**

This Agreement contains the entire agreement between the Parties with respect to the subject of King's employment with South Bound Brook. No party has agreed to do anything other than as is expressly stated in this Agreement.

12. **Choice of Law.**

This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of New Jersey.

13. **Modification.**

No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by the parties.

14. **Severability.**

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

15. **Negotiated Agreement: No Construction Against Any Party.**

This Agreement was not drafted by any of the Parties but, rather, is the result of negotiations among the Parties with the benefit of their attorneys. Each party to this Agreement read this Agreement and has freely and voluntarily executed it. No ambiguity that may arise in this Agreement shall be resolved by construing the Agreement against any of the Parties as the Agreement's drafter.

16. **Attestation of Parties.**

Each of the Parties represent and warrant that they have carefully read each and every provision of this Agreement and that they fully understand all of the terms and conditions contained in each provision of this Agreement. Each of the Parties represents and warrants that they enter into this Agreement voluntarily, of their own free will, without any pressure or coercion from any person or entity whatsoever.

17. **Counterparts.**

The Parties may execute this Agreement in separate counterparts, all of which taken together shall constitute the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date executed and intending to be legally bound hereby.

Sworn and subscribed to
before me on this 12TH day
of NOVEMBER, 2015

Tamara J. Desmond
Notary Public

W.C. King
WILLIAM C. KING

TAMARA J. DESMOND
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 11, 2019

BOROUGH OF SOUTH BOUND BROOK

Sworn and subscribed to
before me on this 27TH day
of NOVEMBER, 2015

Christina K. Ward
Notary Public

By: Tamas Orosi

CHRISTINA K. WARD
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/4/2017