

RESIGNATION with SEPARATION, FULL WAIVER AND RELEASE OF CLAIMS AGREEMENT

This Resignation with Separation, Full Waiver, and Release of Claims Agreement (“Agreement”) is made and entered into this January 21, 2026 by Rocky Houston (“EMPLOYEE”) and the City of Ashland (“EMPLOYER”) in order to facilitate the permanent and mutually-agreed upon severing of their employment relationship.

1. Separation. EMPLOYEE has been employed by EMPLOYER since July 15, 2024. EMPLOYEE currently holds the position of Parks & Recreation Director with the EMPLOYER. EMPLOYEE and EMPLOYER have determined a desire to sever the employment relationship effective January 28, 2026. Employee will be issued his final paycheck at his regular rate of compensation earned and owed pursuant to EMPLOYER policies on January 28, 2026, if this agreement has been executed by January 21, 2026 with the 21-day waiver.

EMPLOYEE acknowledges that this agreement is result of a voluntary resignation on his part. EMPLOYEE acknowledges that this agreement is for the benefit of the EMPLOYEE and that he has been, through this Agreement, advised of his rights to consult with legal counsel.

2. Consideration. EMPLOYER promises to provide EMPLOYEE with the below consideration for the execution of this Agreement and the promises contained herein. EMPLOYER will pay this consideration in the January 28, 2026 final payment processing, so long as this Agreement has been fully executed by January 21, 2026, which is within at least 7 days prior to the date of separation. Such consideration will consist of the following:
 - A. EMPLOYER will pay EMPLOYEE his regular wages, as a Parks & Recreation Director, for one (1) month. The amount of one (1) month of regular gross wages, to be paid to Rocky Houston is \$13,240.58. This payment will be in a lump sum with normal withholdings, and PERS contributions, if applicable.
 - B. Additionally, EMPLOYER agrees not to contest EMPLOYEE’S claim for Unemployment Benefits so long as EMPLOYEE is not eligible for Unemployment Benefits through a separate entity.
 - C. EMPLOYER will pay EMPLOYEE’S earned, unused accrued vacation time under the Non-Represented Resolution, if applicable, in his final payment from the EMPLOYER.

- D. EMPLOYER will make any applicable PERS contributions on EMPLOYEE'S wages, as well as upon the amount of his paid-out accrued leave pay, if applicable, as described above.
 - E. EMPLOYEE is not entitled to payment of any further compensation or of any other benefits or for reimbursements of expenses not specifically provided for in this Agreement.
 - F. EMPLOYEE will return all City-issued, City-owned property. EMPLOYER will return all of EMPLOYEE's personal property in its possession.
3. Employee Release of Claims. In accepting the consideration provided by EMPLOYER as set forth in Section 2 above, EMPLOYEE agrees to and provides the following promises and release: *I, ROCKY HOUSTON, FOR MYSELF AND ON BEHALF OF MY HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS:*
- A. HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE EMPLOYER (including all departments, agents, subdivisions, officers, employees or representatives, and all other related legal persons or entities not named in this agreement) from any and all suits, claims, expenses, injuries, losses, rights of contribution or indemnity, as well as any other statutory rights, attorneys' fees and damages, without limitation, which I have had, now have or may have up to the date of this Agreement, based upon, or arising out of my employment with EMPLOYER. This Release includes but is not limited to: claims for wages, monies, damages, attorneys' fees, emotional distress, stress, employment discrimination, physical or bodily injuries, medical expenses, rights to reinstatement of employment, or rights to rehire. This release also includes any claim under state, federal, or local law or authority, including but not limited to: any claim for additional compensation in any form and any claim 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, 656, and 659; Title VII of the Civil Rights Act of 1964; the Post Civil War Acts (42 USC §§ 1981-1988); the Age Discrimination in Employment Act ("ADEA"); the Americans with Disabilities Act ("ADA") as amended; the Equal Pay Act of 1963; the Occupational Safety and Health Act; the Contract Worker Hours and Safety Act; the Older Workers Benefit Protection Act ("OWBPA"); Executive Order 11246; any regulations under or amendments of such authorities; and any applicable contract, tort, or other common law or statutory law theories. This release does not include any claims I may have for unemployment compensation benefits, workers compensation benefits, claims under the Fair Labor Standards Act, health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA), or claims with regard to vested benefits under a retirement plan governed by the Employee Retirement Income Security Act (ERISA). I understand that this release does, however, prevent

me from recovering any monetary gain whatsoever, including the recovery of attorneys' fees from the filing of administrative complaints.

- B. AGREE NOT TO PURSUE ANY LITIGATION OF ANY KIND OR NATURE against EMPLOYER, its officers, agents, employees, representatives, successors and assigns. EMPLOYEE understands and agrees that this Release constitutes a full and final compromise, satisfaction and settlement of all claims and rights against EMPLOYER, in any way connected with, based upon, or arising out of his employment with EMPLOYER up to and including the date of this Release; and
- C. EMPLOYEE acknowledges that he understands the terms and conditions of this Agreement; EMPLOYEE acknowledges and agrees that he has been advised of his right to consult with legal counsel and that he has had the opportunity to consult with legal counsel in reviewing the terms of this Agreement; EMPLOYEE acknowledges his receipt of consideration beyond anything of value to which he already is entitled.
- D. ACKNOWLEDGE THAT EMPLOYER HAS FULLY COMPLIED with the terms of the Older Workers Benefit Protection Act and that EMPLOYER has advised EMPLOYEE to seek advice of an attorney regarding his rights pursuant to the Act. Specifically, this Agreement incorporates the legal requirements of the Act by reference as follows:
- 1) EMPLOYEE acknowledges that he understands the terms and conditions of this Agreement;
 - 2) EMPLOYEE acknowledges and agrees that he has been advised of his right to consult with legal counsel and that he has had the opportunity to consult with legal counsel in reviewing the terms of this Agreement;
 - 3) EMPLOYEE acknowledges his receipt of consideration beyond anything of value to which he already is entitled;
 - 4) EMPLOYEE has been given a reasonable period of time in excess of 21 days to consider the terms of this Agreement. EMPLOYEE understands that he may, at his sole discretion, waive this time period by signing below; and
 - 5) EMPLOYEE will have seven (7) days after signing this Agreement to revoke his signature.
4. Modification. This Agreement may not be modified except in writing signed by each of the parties, or signed by their duly authorized representatives.

5. Facts/Agreement at time of execution: It is acknowledged and understood by the parties that the facts with respect to this Agreement may turn out to be other than or different from what is now known to them or believed by them to be true. The parties understand that they each 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.
6. Voluntary Nature. The parties acknowledge, warrant, represent, and agree that in executing and delivering this Agreement, they do so freely, knowingly, and voluntarily, that they had an opportunity to and did discuss its terms and the implications thereof with legal counsel, that they are fully aware of the contents of this Agreement and effect of this Agreement and that such execution and delivery is not the result of any fraud, duress, mistake, or undue influence whatsoever.
7. Entire Agreement. The parties acknowledge and agree that this Agreement contains the entire agreement and complete 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 within this Agreement to induce them to execute this Agreement. All parties represent that they have not executed this Agreement in reliance on any promise, representation, or warranty not contained within this Agreement.
8. Material Breach. 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 will be entitled to recover all provable damages, consequential or otherwise, in addition to such other remedies as may be available under this Agreement or at law or in equity, as well as the prevailing party's attorneys' fees and costs, including fees and costs for any mediation, arbitration, administrative hearing or appeal.
9. Language. 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.
10. Mediation. All disputes arising from the interpretation, breach, performance, nonperformance, or exercise of rights or remedies of this Agreement shall be submitted to mediation and to a mutually agreed-upon mediator prior to either party seeking relief in a court. However, this section does not waive either party's right to seek injunctive relief.
11. Oregon Law. This Agreement is made in the State of Oregon and shall be construed, interpreted and governed by the laws of the State of Oregon.
12. Severability. 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.

13. Counterparts. 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.
14. No Admissions. Nothing in this Agreement shall be construed as an admission of liability by either party or its/his officers, agents, employees, representatives, successors or assigns.
15. Mutual Non-Disparagement. The EMPLOYER and EMPLOYEE both agree not to make any disparaging, libelous, or slanderous remarks or comments (either written or oral) about the City, employees or EMPLOYEE to any third parties, including the media, relating to the City of Ashland, including but not limited to, the EMPLOYEE'S employment or resignation of employment from the Parks Department.
16. Effective Date. The parties agree that this Agreement will become effective on January 28, 2026 if executed by January 21, 2026 with the 21-day waiver.

THE PARTIES HAVE READ THIS AGREEMENT. THEY AGREE TO ITS TERMS AND UNDERSTAND IT AND ARE SIGNING IT VOLUNTARILY. THEY ACKNOWLEDGE THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING.

EMPLOYEE:


Rocky Houston (Jan 21, 2026 16:01:38 PST)
 Printed Name: Rocky Houston

Date: 01/21/2026

EMPLOYER: City of Ashland

By: *Sabrina Cotta*
 Printed Name: _____

Title: _____
 Date: _____

EMPLOYEE further agrees to waive the 21-day consideration time period cited in Section 3(D)(4) of this Agreement:


Rocky Houston (Jan 21, 2026 16:01:38 PST)
 Printed Name: Rocky Houston

Date: 01/21/2026

Houston Employment Release Agreement 2026

Final Audit Report

2026-01-22

Created:	2026-01-21
By:	Molly Taylor (molly.taylor@ashland.or.us)
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 Document emailed to Sabrina Cotta (sabrina.cotta@ashland.or.us) for signature
2026-01-22 - 0:01:39 AM GMT

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 Document e-signed by Sabrina Cotta (sabrina.cotta@ashland.or.us)
Signature Date: 2026-01-22 - 0:06:10 AM GMT - Time Source: server

 Agreement completed.
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