



**OFFICE OF THE COUNTY ADMINISTRATOR
PUBLIC SERVICES BUILDING**

2051 KAEN ROAD | OREGON CITY, OR 97045

August 14, 2025

Board of County Commissioners
Clackamas County

**Approval of a Separation Agreement with Jane Vetto related to employment
at Clackamas County. Agreement Value is \$253,596.01.
Funding is through budgeted County General Funds.**

Previous Board Action/Review	The Board has been briefed on this matter in executive session.		
Performance Clackamas	Build Public Trust Through Good Government		
Counsel Review	Yes	Procurement Review	N/A
Contact Person	Gary Schmidt	Contact Phone	503-655-8581

EXECUTIVE SUMMARY: The Board is requested to ratify a separation agreement between former County Counsel Jane Vetto and Clackamas County. The effective date of the separation agreement is June 12, 2025.

RECOMMENDATION: Staff recommends the Board ratify the attached separation agreement.

Respectfully submitted,

Gary Schmidt
County Administrator

Attachment: Separation Agreement

{00959979; 1 }

For Filing Use Only

**SEPARATION AGREEMENT AND RELEASE
IN FULL OF ALL CLAIMS**

BETWEEN: Employer, Clackamas County ("Clackamas County" or "the County");

AND: Employee, Jane Vetto ("Vetto").

RECITALS

Clackamas County and Jane Vetto, collectively referred to as "the Parties", have mutually negotiated a separation agreement and release wherein Vetto will release all claims against the "Released Parties", defined below, in exchange for the promises set forth in this Agreement.

The term "Released Parties" will be used in this Agreement to jointly refer to: (1) Clackamas County; (2) Clackamas County's past or present officials, directors, board members, managers, employees, agents, representatives, attorneys and insurers, and their successors, individually and collectively; and (3) any and all other persons in any manner associated with Clackamas County who might be claimed to be liable to Vetto.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Resignation.** On May 29, 2025, Vetto voluntarily submitted her resignation from employment with the County to her supervisors, the Board of County Commissioners. The County agreed to pay Vetto one year's salary in addition to payment of regular wages through June 30, 2025, and three months of County paid health insurance coverage through September 30, 2025. Vetto will continue in her role with the County until June 20, 2025, at which time her employment with the County will end. Vetto's personnel file will reflect that her separation from employment with the County was due to voluntary resignation.

2. **Earned Payments and Benefits.** Clackamas County and Vetto acknowledge and agree that Clackamas County has provided Vetto all compensation and benefits that Vetto has earned, and all wages owed for Vetto's final pay period were paid on the date of resignation. Except as stated in this Agreement, or legally required, all compensation and benefits ended on the date of resignation. Vetto acknowledges she was informed of her rights under COBRA to continue health benefits at Vetto's individual expense under Clackamas County's group health plan; and Vetto must elect continuation coverage to continue to receive Clackamas County group health plan benefits subject to COBRA.

3. **Separation Payment.** In consideration of Vetto's promises, waiver, and release under this Agreement, and Vetto's valid execution and non-revocation of this Agreement, Clackamas County will provide Vetto the following:

- (a) A severance payment in the gross amount of Two Hundred Fifty-Three Thousand Five Hundred Ninety-Six Dollars and One Cent (\$253,596.01), as discretionary severance pay. Vetto acknowledges and agrees that the payment is subject to applicable tax withholdings, employer taxes and/or other deductions required by law. Clackamas County will issue Vetto an

IRS Form W-2 for the separation pay. This severance pay is intended to be equal to Vetto's regular compensation for one year.

- (b) Clackamas County will pay the above-listed amount within ten (10) calendar days of the Effective Date as defined in Section 9
 - (c) Vetto agrees that the Separation Payment, in addition to the other terms listed in Section 1, constitutes the entire consideration due and is in full and complete satisfaction of any and all claims, demands, and/or causes of action Vetto has or may have against the Released Parties and that Vetto will not seek from the Released Parties any further compensation for any other claimed damages, costs or attorneys' fees in connection with her employment with Clackamas County. Vetto acknowledges and agrees that she would not be entitled to receive the Separation Payment without the promises she is making in this Agreement.
- 4. **Administrative Investigation.** Clackamas County agrees that as of the Effective Date of this agreement, Vetto is not the subject of any ongoing administrative investigation.
- 5. **Response to Unemployment Claims.** In response to any claim by Vetto for unemployment benefits, Clackamas County will answer truthfully in response to any inquiry from the State of Oregon Employment Department; however, if claims are denied, then Clackamas County will not appear at any hearing challenging a denial of unemployment benefits. Vetto acknowledges that the decision to award unemployment compensation benefits is made by the State of Oregon, not by Clackamas County.
- 6. **Vetto's Release of All Claims and Covenant Not to Sue.** Vetto releases and forever discharges the Released Parties from any and all liability, claims, and demands, to the date she has signed this Agreement, including but not limited to claims relating to Vetto's employment relationship with Clackamas County or the cessation of that relationship. This release includes any claims and demands which Vetto ever had or now has against the Released Parties, directly or indirectly, whether known or unknown, including any claims arising under any federal or state statute or common law, or by way of contract either express or implied, and any and all claims asserted or which could have been asserted in connection with her employment with and any separation from employment with Clackamas County.
 - (a) Vetto agrees that the waiver and release shall include any legal claim of any kind except to the extent waiver or release is specifically prohibited by law. This is a full and final waiver and release of any such claims, and the Parties intend that it have the broadest effect possible under law. Vetto expressly represents that Vetto knows of no claim against the Released Parties which is not released under this Agreement.
 - (b) Vetto expressly represents that Vetto received all wages due and payable from Clackamas County in a timely manner pursuant to applicable law or is releasing any claim for unpaid wages or penalty wages.

(c) This release includes, but is not limited to, claims for relief or remedy of any type under state or federal laws, including ORS Chapters 652, 653, 657B, 659, 659A, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the post-Civil War/Civil Rights Acts, the Civil Rights Act of 1991, the Equal Pay Act, the Fair Labor Standards Act, the Family Medical Leave Act, the Americans With Disabilities Act, the American With Disabilities Act Amendments Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act (except to the extent of claims related to vested benefits and qualified plans), employment, and labor laws of any states and of the United States, all as amended, and any regulations under such authorities. This release includes any claims based on alleged breach of employment contract (whether individual or collective) or any other tort, contract, or other common law theories.

(d) Vetto further hereby stipulates and agrees that her right, if any, to bring a claim, suit, or action, of any kind or type whatsoever, pursuant to ORS 656.019 is hereby completely, absolutely, totally, voluntarily and with finality, waived. Vetto further stipulates, certifies, and agrees that she has not suffered any injury or disease caused in whole or in part by the negligence or intentional conduct of the Released Parties. Vetto further stipulates, certifies, and agrees that at any time after this Agreement is signed by Vetto, this Agreement may be used to bar any such claim, action, or suit of any kind or type whatsoever.

7. **Neutral Job Reference.** If Clackamas County receives a reference request from a prospective employer of Vetto, Clackamas County will respond by giving a neutral job reference listing the dates of Employee's employment and the last position Employee held with Clackamas County. Vetto will direct any prospective employers seeking a job reference to contact the County's Human Resources office.

8. **Compliance with Older Workers Benefit Protection Act.** This Agreement is subject to the terms of the Older Workers Benefit Protection Act of 1990 ("OWBPA"). The OWBPA provides that an individual cannot waive a right or claim under the Age Discrimination in Employment Act ("ADEA") unless the waiver is knowing and voluntary. Pursuant to the terms of the OWBPA, Vetto acknowledges and agrees that she has executed this Agreement voluntarily, and with full knowledge of its consequences. In addition, Vetto hereby acknowledges and agrees as follows:

(a) This Agreement has been written in a manner that is calculated to be understood, and is understood, by Vetto.

(b) The release provisions of this Agreement apply to any rights Vetto may have under the ADEA.

(c) The release provisions of this Agreement do not apply to any rights or claims Vetto may have under the ADEA that arise after the date Vetto executes this Agreement.

(d) Clackamas County hereby advises Vetto to consult with an attorney prior to executing this Agreement.

(e) Clackamas County is giving Vetto a period of twenty-one (21) days to consider this Agreement. Vetto may accept and sign this Agreement before the expiration of the twenty-one (21) day period, but is not required to do so by Clackamas County.

(f) For a period of seven (7) days following the signing of this Agreement, Vetto may revoke the waiver of claims made in this Agreement by delivering written notice of any such revocation to Clackamas County; Attn: Gary Schmidt.

9. **Effective Date.** This Agreement will be effective ("Effective Date") after: (a) signature and full execution of this Agreement by both parties; and (b) expiration of the seven-day revocation period pursuant to Section 8(f) of this Agreement.

10. **Vetto is Responsible for Vetto's Attorney Fees and Costs.** Vetto, not the Released Parties, will be responsible for any attorney fees, costs and/or disbursements that may be owed to Vetto's attorney(s). Further, Vetto and Vetto's current attorney(s) state that they are not aware of any liens by prior counsel and Vetto's current attorney(s) waive any lien rights against the Released Parties.

11. **Agreement as Defense.** Vetto understands and agrees that if she ever asserts against the Released Parties, individually or collectively, any claim, action, charge or suit which Vetto has released in accordance with this Agreement, the Released Parties may plead this Agreement as an absolute defense.

12. **Final and Binding Agreement.** This Agreement shall be final and binding upon the parties, and upon their respective heirs, representatives, executors, administrators, successors and assigns, and shall inure to the benefit of the other party and its heirs, representatives, executors, administrators, successors and assigns.

13. **Severability.** If any of the provision(s) of this Agreement are declared or determined by any court or other tribunal to be illegal, invalid, or otherwise unenforceable, the remaining portions, terms and provisions shall nevertheless remain in full force and effect.

14. **Not Medicare Eligible and Not a Medicare Beneficiary.** Vetto states that she is not Medicare eligible and is not a Medicare beneficiary. If this statement by Vetto should prove to be incorrect, Vetto will fully indemnify and hold harmless the Released Parties from any liability that may result from Vetto's incorrect statement.

15. **No Reliance on Released Parties' Representations.** Vetto hereby acknowledges that in executing this Agreement she has not relied upon any representation or statement by the Released Parties' representatives regarding the subject, basis or effect of this Agreement that is not expressly set forth herein.

16. **Joint Participation in Preparation of Agreement.** The parties participated jointly in the preparation of this Agreement, and each party has had the opportunity to review, comment upon, and redraft this Agreement. Accordingly, it is agreed that this Agreement shall be interpreted and construed as if the parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against, or in favor of, any party.

17. **Entire Agreement.** This Agreement constitutes the complete understanding between Vetto and the Released Parties, and this Agreement supersedes any and all prior agreements, promises or inducements, regardless of the form, concerning the subject matter of this Agreement. No promises or agreements made subsequent to the execution of this Agreement, including modifications of this Agreement, shall be binding unless reduced to writing and signed by these parties.

18. **Counterparts.** This Agreement may be executed by the parties hereto in any number of counterparts, all of which, when taken together, shall constitute a fully executed, binding and enforceable Agreement.

19. **Oregon Law Applies.** This Agreement shall be deemed to have been executed and delivered within the State of Oregon, and the rights and obligations of the parties to this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Oregon.

20. **Arbitration in Clackamas County, Oregon is the Exclusive Remedy for Any Breach of this Agreement.** The parties hereby agree to submit any claim or dispute arising out of the terms of this Agreement to private and confidential arbitration by a single neutral arbitrator in Clackamas County, Oregon. Subject to the terms of this paragraph, the arbitration proceeding shall be governed by the rules of the Arbitration Service of Portland, Inc. The arbitrator shall be appointed by agreement of the parties hereto or, if no agreement can be reached, by the Arbitration Service of Portland, Inc. pursuant to its rules. The decision of the arbitrator shall be final and binding on the parties to the arbitration, and judgment thereon may be entered in any court having jurisdiction. All costs of any such arbitration proceeding, including attorney fees and witness expenses, shall be paid by the party against whom the arbitrator rules. This arbitration procedure is intended to be the exclusive method of resolving any claim relating to the obligations set forth in this Agreement.

21. **All Litigation to Take Place in Oregon.** Any litigation of any kind that is filed to enforce or vacate an arbitration award rendered under Section 21 shall be filed and maintained exclusively in Oregon. If the state court has subject matter jurisdiction, the litigation shall be filed and maintained exclusively in Oregon state court for Clackamas County, Oregon. If the federal court has subject matter jurisdiction, the litigation or proceeding shall be filed and maintained exclusively in the Oregon federal court located in Portland, Oregon.

22. **County Property.** Vetto represents and warrants that she has returned to Clackamas County all County property, including all files, memoranda, keys, credit cards, manuals, equipment, data, records and other documents (including electronically recorded documents and data), and physical property that Vetto received from the Released Parties or generated in the course of employment with or service to the County. If Vetto discovers that she possess such property after the date of this Agreement, Vetto will immediately return to Clackamas County such property and all copies of such property as recorded in any medium.

///

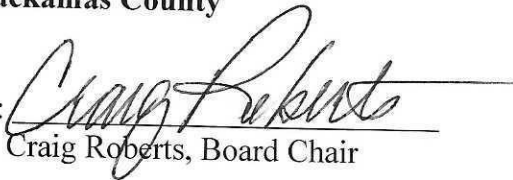
///

23. **Knowing and Voluntary Acceptance of Agreement.** Vetto and Clackamas County hereby declare that they have carefully reviewed the terms of the foregoing Agreement, that they know the contents thereof, that each has voluntarily accepted the terms set forth herein after consultation with their respective attorneys, and that they sign the same as their own free act and will.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below

Clackamas County

By:


Craig Roberts, Board Chair

Date: 6/12/25

Employee

By:


Jane E. Vetto

Date: 6/12/25