

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter "Agreement") is made and entered into, effective the last day executed by a party as indicated below, between Plaintiff Edith Vogel (hereinafter "Plaintiff"), and Carrie Tergin and the City of Jefferson, Missouri (hereinafter "City"), (Plaintiffs and City collectively hereinafter "Parties").

WHEREAS, Plaintiff is a resident of the City of Jefferson, Missouri;

WHEREAS, Plaintiff's claims regarding violations of her First Amendment resulted in the filing of a Complaint in Case No. 2:22-cv-04501 in the United State District Court, Western District of Missouri; and

WHEREAS, the City denies the allegations made by Plaintiff in her Complaint and deny any liability for any of the claims asserted by Plaintiff in her Complaint. The Parties agree that the settlement of this action and the contents of this Agreement are not to be construed as an admission of liability, fault, or improper or unlawful action on the part of any of the Parties, and that City's decision to settle this case was an economic decision; and

WHEREAS, the Parties have negotiated a settlement of all claims that Plaintiff asserted or could have asserted in the Complaint, and the City has agreement to the terms of the proposed settlement; and

WHEREAS, as part of the settlement, and as partial consideration for this Agreement, the Parties have agreed to the entry of a Consent Judgment which will fully and finally resolve all claims Plaintiff has or may have against the City and their employees, elected officials, and other representatives; and

WHEREAS, the Parties seek to fully and finally settle all claims asserted in the Complaint and all existing or potential claims, whether or not now known, arising out of the facts, as they are stated, in Case #2:22-cv-04501, on the terms set forth herein.

NOW, THEREFORE, the Parties mutually understand and agree as follows:

- I. In consideration of Plaintiff's release of all claims which she made or could have made, the City will tender to Plaintiff the following:
 - a. An amount equal to the attorney's fees incurred by Plaintiff in the filing and pursuit of this Case No. 2:22-cv-04501, not to exceed \$12,000; such amount supported by an invoice from Plaintiff's attorney, represented herein to be a true and correct copy of such invoice.
 - i. The Settlement Payment will be issued no later than fifteen (15) days after Plaintiff signs this Agreement, payable to Edith Vogel, representing payment for attorney's fees as set forth above.
 - ii. Plaintiff agrees that she is responsible for paying any taxes, interest, penalties, or other amounts otherwise due by her on any amounts from the Settlement Payment, if any.
 - b. City agrees that within fifteen (15) days of Plaintiff delivering the pavers at question in Case No. 2:22-cv-04501 to designated City Parks staff, City will reinstall such pavers back into one of the main groupings of pavers/bricks at Deborah Cooper Park on Adrian's' Island. The exact location of the pavers shall be at the discretion of the City based on

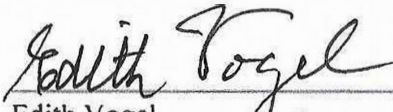
available space and design considerations, provided such pavers shall be placed at a location no more or no less prominent than any other commemorative paver/brick at Deborah Cooper Park on Adrian's Island.

- i. Plaintiff acknowledges and agrees that the continuing maintenance of the paver/brick program at Deborah Cooper Park at Adrian's Island is in the sole discretion of the City and City may uninstall, move or otherwise modify the commemorative pavers at Deborah Cooper Park at Adrian's Island in its sole discretion, which shall not be a breach or violation of this agreement so long as the pavers at question in Case No. 2:22-cv-04501 are treated no differently than any other commemorative brick/paver (or any successor, substitute, or replacement medium).
2. Plaintiff represents and warrants that, other than the Complaint, she has filed no lawsuits, claims, charges, grievances, or causes of action of any kind against City, and that, to the best of her knowledge, she possesses no claims other than those asserted in her Complaint.
3. For valuable consideration from City the receipt and sufficiency of which are hereby acknowledged, Plaintiff waives, releases, and forever discharges City and all their current and past elected and appointed officials, officers, board members, executive directors, executives, directors, administrators, superintendents, agents, servants, employees, volunteers, representatives, shareholders, subsidiaries, insurers, re-insurers, attorneys, successors, heirs, and/or assigns, and all other persons, firms, and all successor, predecessor, parent, subsidiary and/or affiliated corporations, entities, and partnerships, including, but not limited to, any persons, corporations, or entities for which the released parties may be vicariously liable or for which it is claimed were part of a joint venture or joint enterprise with the released parties whomsoever (collectively referred to as the "Releases") from any and all rights, causes of action, claims, or demands, whether express or implied, known or unknown, which Plaintiff has or may have against City and/or the Releases for anything occurring prior to the date of Plaintiff's execution of this Agreement, known and unknown, foreseen and unforeseen, including, but not limited to, any rights, causes of action, claims or demands contained in the Complaint and/or relating to or arising out of the following:
 - a. All claims for any type of infringement on the First Amendment, or any Amendment thereafter, as it relates to the facts cited in the Complaint;
 - b. All monetary damage claims, punitive or otherwise;
 - c. All claims for attorney's fees and costs associated with the claims asserted by Plaintiff in the Complaint.
4. IT IS FURTHER AGREED that a Consent Judgment memorializing this Agreement shall be entered in Case No. 2:22-cv-04501 and that the Parties authorize their respective attorneys to execute and submit such Judgment to the United States District Court for the Western District of Missouri on their behalf.
5. IT IS FURTHER AGREED that:
 - a. Plaintiff understands that she does not waive any rights or claims that may arise after this Agreement is signed by them;
 - b. Plaintiff has reviewed this General Release and Settlement Agreement with her attorneys and she understands all of this General Release and Settlement Agreement and the effect of signing this General Release and Settlement Agreement; and


- c. PLAINTIFF KNOWINGLY AND VOLUNTARILY SIGNS THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT AS HER OWN FREE ACT AND DEED, WITHOUT ANY COERCION OR DURESS, AND THAT THEY HEREBY RELEASE THE RIGHTS AND CLAIMS SET FORTH ABOVE INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR VIOLATIONS OF ANY ACT OR LAW RELATING TO THE SAME, IN EXCHANGE FOR THE PAYMENT AND BENEFITS REFERRED TO ABOVE, WHICH SHE ACKNOWLEDGES AND AGREES ARE NOT PAYMENTS AND BENEFITS TO WHICH SHE IS ALREADY ENTITLED.
6. Plaintiff represents and warrants that there are no existing or outstanding attorney liens or other liens which are not extinguished or satisfied by the execution of this Agreement and further agrees to indemnify and hold harmless City from any liability in connection with attorney liens.
 7. Should any provision of this Agreement be held to be illegal, void or unenforceable, such provision shall be of no force and effect. However, the illegality or unenforceability of any such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement.
 8. This Agreement contains and complete understanding between the Parties, and no other promises or agreements shall be binding, unless signed by both an authorized representative for the Plaintiff and the City. In signing this Agreement, the Parties are not relying on any fact, statement or assumption not set forth in this Agreement. A fully-executed copy of this Agreement will have the same force and effect as the original, executed Agreement. This Agreement may be signed in counterparts.
 9. Plaintiff warrants and represents to City, as an inducement to enter into this General Release and Settlement Agreement, that Plaintiff's spouse and/or children have not suffered any injury or expense as a result of Plaintiff's alleged injuries or related to the alleged occurrences in the Complaint and Plaintiff's spouse and/or children have no claim for loss of consortium or otherwise against City or Releases.
 10. This Agreement and any controversy or claims arising out of or relating to this Agreement shall be governed by the laws of the State of Missouri.
 11. The Parties acknowledge and affirm that they have carefully read this Agreement, understand its terms, and sign the Agreement voluntarily of their own free will, without coercion or duress, and with full understanding of the significance and binding effect of the Agreement. Plaintiff further agrees that she intend to abide by its provisions without exception. Plaintiff is hereby advised to consult with her attorneys before signing this Agreement and has, in fact, consulted with her attorneys.

IN WITNESS WHEREOF, the Parties, have entered into this Agreement as of the day and year first written above.

PLAINTIFF


Edith Vogel
Date: April 21, 22

CITY OF JEFFERSON


Steven S. Crowell, Jr., City Administrator
Date: 4/20/22

APPROVED AS TO FORM:


City Attorney