

AGREEMENT AND GENERAL RELEASE

This AGREEMENT AND GENERAL RELEASE ("Agreement") is made between H. MICHAEL DRUMM ("Drumm"), and the CITY OF MASON, OHIO ("the City").

In exchange for the mutual promises set forth below, and intending to be legally bound, the City and Drumm agree that:

1. The City will provide to Drumm:
 - (A) Up to six (6) months salary which will continue until he accepts full-time employment at his current salary or a higher salary (otherwise, City pays difference in salary until the end of the six month period).
 - (B) Continuation of his medical coverage for six (6) months, or until he has obtained new employment with medical coverage.
 - (C) A lump sum payment of Four Thousand Dollars (\$4,000.00) to cover moving and related expenses.
 - (D) A favorable letter of reference to include the comments contained in the attached Exhibit "A".
 - (E) Reimbursement for legal fees incurred relative to negotiating and entering into the Agreement and General Release in an amount not to exceed Two Thousand Dollars (\$2,000.00).

2. Drumm's employment with the City shall end May 14, 2001. Drumm shall return all of the City's property.

3. Drumm makes the following representations to the City, each of which is an important consideration to the City's willingness to enter into this Agreement with Drumm:

That the payment which the City has agreed to provide, as stated above, is a payment to which I am not entitled but for this Agreement.

That I am aware that federal, state and local laws prohibit discrimination against employees because of their race, color, religion, sex, ancestry, age, national origin and disability; that an employee who believes that he has been discharged or otherwise discriminated against for any of these reasons has a right to file a lawsuit or initiate other proceedings against the City and to recover damages if it is proved that the City violated any one of these laws; and that Chapter 14, 29 U.S.C. §§621 et seq specifically prohibits age discrimination in employment.

That I am aware that, by signing this Agreement, which includes a General Release, I am giving up any right to sue the City and persons affiliated with it or to initiate any other legal proceedings against the City, not only on the basis of the discrimination laws mentioned above, including, but not limited to, rights or claims arising under Chapter 14, 29 U.S.C. §§621 et seq. (Age Discrimination in Employment) but also any other federal, state or local statutory or common law claims which I have or believe that I have based upon any alleged wrong which occurred before this Agreement is signed. I am not waiving any rights or claims that may arise after the effective date of this Agreement.

That no promises or representations except those contained in this Agreement have been made to me in connection with the subject of this Agreement.

That I have not filed any complaints with a court or administrative agency against the City prior to the date of signing of this Agreement.

That I have not assigned or attempted to assign or give to anyone else any claim I have or believe that I may have against the City.

4. Drumm agrees that this settlement is made without any admission of or adjudication of liability or fault by the City, its officers, managers or employees, personally or in their representative capacities.

5. In exchange for the consideration offered by the City in this Agreement, Drumm hereby releases and discharges the City, its officers, directors, employees, agencies, affiliates, successors and assigns from all liabilities and claims of any nature whatsoever, which he may have or believe that he has against the City (or against the other persons referred to above) based on any alleged act or omission which occurred before the date this Agreement becomes effective, including but not limited to claims of negligence, breach of contract, violation of the Age Discrimination in Employment Act of 1967, and specifically Chapter 14, 29 U.S.C. §§621 et seq., violation of federal, state and local laws which prohibit discrimination on the basis of race, ancestry, color, natural origin, religion, sex, age and disability, and

claims based on any other laws affecting relations between employers and employees, whether statutory or common law, whether known or unknown. Drumm further agrees that he will not file, or permit to be filed in his name or on his behalf, any lawsuit or administrative claim against the City or against any of the other persons released in this paragraph based upon any act or event which occurred before the effective date of this Agreement.

6. This Agreement has been voluntarily entered into by Drumm and shall be binding on his guardians, heirs, assigns, executors, administrators, and other personal representatives.

7. Except as specifically mentioned otherwise in this Agreement, all prior agreements and understandings, written or oral, between Drumm and the City are replaced and superseded by this Agreement, and are no longer of any force and effect.

8. This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio. Any action regarding it shall be brought in the state or federal courts having proper jurisdiction and venue for Warren County, Ohio.

9. If any provision of this Agreement is determined by a court to be invalid or unenforceable, the City and Drumm agree that such determination shall not affect the other provisions, and that all other provisions shall be enforced as if the invalid provision were not a part of this Agreement.

CITY OF MASON, OHIO

By: Scott J. Loh

Title: City Manager

P. M. Walker
Witness

Witness

H. MICHAEL DRUMM

(Date of Signing and Acceptance of Agreement)

33246.1

EXHIBIT "A"

To be incorporated into a reference letter from City Manager Scot Lahrmer:

Chief Drumm elected to leave Mason and return to his home state of Illinois where his wife and adult children reside.

During his short tenure in Mason, chief Drumm approached many issues within the department and made significant progress identifying and modifying practices and policies under my direction. He instituted changes to make the department run more efficiently and cost-effectively while maintaining the excellent service levels I expected from the fire department.

Chief Drumm demonstrated a commitment to enforcing professional and consistent standards of conduct within the department. As a department head, he exercised wide discretion in the oversight and administration of the fire department. He was solely responsible to me for carrying out the mission and responsibilities of the fire department.