

Severance Agreement

This Agreement is entered into this 16 day of December, 2014, by and between Jordanelle Special Service District ("JSSD") and Dan Matthews, ("Employee").

WHEREAS, Employee has indicated his desire to terminate his employment with JSSD, effective December 17, 2014; and

WHEREAS, JSSD has agreed to accept the resignation of Employee; and

WHEREAS, this Agreement constitutes a method of providing severance compensation that expresses appreciation for Employee's past service; and

WHEREAS, JSSD and Employee desire to work closely together to insure that the transition to new management is undertaken in a way that provides continuity, and is beneficial for both parties; and

WHEREAS, JSSD and Employee have agreed to the terms and conditions contained herein, which constitute the mutual agreement between the Employee and JSSD, the sufficiency of which consideration is hereby acknowledged by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. Employee shall terminate his employment with JSSD as of December 17, 2014.
2. In consideration therefore, JSSD shall pay Employee the sum of one hundred nineteen thousand, fifty-one dollars and 10 cents (\$119,051.10) which represents accrued and unused vacation time and sick leave as follows:
 - A. \$19,051.10 shall be paid to Employee on or before the 17th of December, 2014.
 - B. \$100,000.00 shall be paid to Employee in the calendar year 2015, but on or before the 3rd of January 2014.
3. Employee agrees to assist the Administrative Control Board of JSSD, and the employees of JSSD during a transitional period, as a new General Manager is appointed by the Board. The Administrative Control Board desires to retain Employee as a temporary consultant, as set forth in a separate consulting agreement between JSSD and Employee.
4. The parties agree that neither party shall in any way disparage, demean the other with respect to the employment by JSSD of Employee.
4. This Agreement constitutes the final written agreement regarding the resignation of Employee from his Employment with JSSD. Other than the above referenced consulting Agreement, no representations, promises or other agreements relating to this Agreement

have been made by JSSD or Employee.

- 5. The parties shall keep the terms of this ~~Severance Agreement~~ confidential as an employment document, unless otherwise provided for by law.

DATED this 16 day of December, 2014.

JSSD



 Jordanelle Special Service District
 Jay Price, Chairman

Employee




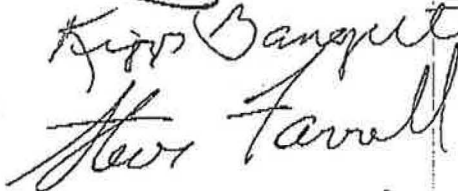



 Dan Matthews

On the 16 day of December, 2014, personally appeared before me Jay Price, Chairman of the Jordanelle Special Service District, and Dan Matthews, Employee, and signed this document in my presence.



 NOTARY




 Kris Banquet

 Steve Farrell

 Kendall Citterton

 Stephen Harper

 Mike Keller