



RELEASE AND CONFIDENTIALITY AGREEMENT
(the "Agreement")

Between

Paul Mochrie ("Mochrie")

and

City of Vancouver (the "City")

(together, the "Parties")

WHEREAS:

- A. The Parties agreed to terms of separation with respect to the termination of Mochrie's employment with the City, as reflected in a letter dated July 18, 2025 and signed by Mayor Ken Sim on behalf of the City, attached as **Appendix A**. Those terms of separation include, but are not limited to, an enhanced period of salary continuance (the "**Continuance Period**").
- B. The Parties wish to resolve all outstanding matters between them arising out of Mochrie's employment and the termination thereof.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. RELEASE

In consideration of the terms set out in the attached Appendix A and other good and valuable consideration (collectively, the "**Terms**"), the receipt and sufficiency of which is hereby acknowledged, Mochrie does for himself and his heirs, executors, administrators and assigns, (hereinafter collectively referred to as "**Mochrie**") forever releases, remises and discharges **THE CITY OF VANCOUVER** and all of its members of Council, officers, directors, employees, agents, related entities, subsidiaries, successors and assigns (hereinafter collectively referred to as the "**City**"), jointly and severally from any and all action, causes of action, contracts, (whether express or implied), claims and demands for damages, loss or injury, suits, debts, sums of money, indemnity, expenses, interest, costs and claims of any and every kind and nature whatsoever, at law or in equity, including those pursuant to the British Columbia *Employment Standards Act*, the British Columbia *Human Rights Code*, or Part 2 - Division 6 of the British Columbia *Workers Compensation Act* (prohibited action complaints) which against the City Mochrie ever had, now has, or can hereafter have by reason of any of the following:

- a) Mochrie's employment with the City;
- b) the termination of Mochrie's employment with the City;

{02396022v1}

- c) the loss of any pension, or medical, dental or disability insurance, or other benefits sponsored or contributed to by the City (with the exception of any claim with respect to any right or entitlement to extended health or dental coverage Mochrie may have during the Continuance Period, or pursuant to and in accordance with the Municipal Pension Plan);
- d) any pain, suffering and stress sustained as a consequence of any conduct on the part of the City; and
- e) any and all claims for reinstatement, damages, salary, wages, termination pay, severance pay, vacation pay, commissions, bonuses, expenses, allowances, incentive payments, insurance or any other benefits arising out of Mochrie's employment or the termination thereof.

2. NO ADMISSION

Mochrie acknowledges that the Terms do not constitute any admission of liability by or on behalf of the City.

3. INDEMNITY FOR TAXES, ETC.

Mochrie further agree that he will save harmless and indemnify the City from and against all claims, taxes or penalties and demands, which may be made by the Minister of National Revenue requiring the City to pay income tax under the *Income Tax Act* in respect of income tax payable by his with respect to the Terms in excess of the income tax previously withheld, and in respect of any and all claims, charges, taxes or penalties and demands which may be made on behalf of or related to the Employment Insurance Commission or the Canada Pension Commission under the applicable statutes and regulations, with respect to any amount which may, in the future, be found to be payable by the City in respect of the Terms.

4. EMPLOYMENT INSURANCE

To the extent that Mochrie has received or will receive any Employment Insurance benefits as a result of the termination of his employment with the City, Mochrie acknowledges that he bears responsibility for the repayment of any such benefits if the benefits he has received or will receive must be repaid.

5. HUMAN RIGHTS AND WORKERS COMPENSATION (PROHIBITED ACTION)

Mochrie acknowledges that he has not been subject to any past acts of discrimination or prohibited conduct/action by the City and acknowledges that the execution of this Agreement precludes the consideration of any complaint pursuant to the British Columbia *Human Rights Code* or Part 2 - Division 6 of the British Columbia *Workers Compensation Act* with respect to any act or omission on the part of the City.

6. EMPLOYMENT STANDARDS

Mochrie acknowledges that the monies to be paid to his as detailed in and in accordance with the Terms constitute all wages, overtime pay, vacation pay, statutory or general holiday pay, and pay in lieu of notice of termination of employment that Mochrie may be entitled to by virtue of the British Columbia *Employment Standards Act*, and Mochrie further confirms that once all monies to be paid to his in accordance with the Terms are paid, there will be no entitlements,

overtime pay, vacation pay, bonuses, commissions, or other wages due and owing to his by the City.

7. BENEFITS AND INSURANCE CLAIMS

Mochrie acknowledges and agrees that the Terms include full compensation and consideration for loss of employment benefits (with the exception of any right or entitlement Mochrie may have during the Continuance Period or under the Municipal Pension Plan). Mochrie fully accepts sole responsibility to replace those benefits that he wishes to continue and to exercise conversion privileges where applicable with respect to benefits. In the event that Mochrie become disabled, Mochrie covenants not to sue the City for insurance or other benefits, or for loss of benefits. Mochrie hereby releases the City from any further obligations or liabilities arising from his employment benefits, with the exception of any right or entitlement Mochrie may have during the Continuance Period or under the Municipal Pension Plan.

8. NO OUTSTANDING CLAIMS AND NO NEW CLAIMS

Mochrie represents that as of the date of execution of this Agreement, he has no outstanding claims, complaints or other legal proceedings against the City related to his employment or the termination thereof. Mochrie agrees that this representation is fundamental to the City's decision to enter into this Agreement and that if Mochrie has made a misrepresentation in this regard, this Agreement is void.

Mochrie agrees that he will not, in the future, make or bring any claim or proceeding against the City related to his employment with the City, or the termination thereof, including any claim or proceeding against any other person or entity that might claim contribution or indemnity under the provisions of any statute or otherwise against the City.

9. CONFIDENTIALITY

Mochrie recognizes and acknowledges that during his employment with the City, he had access to certain confidential and proprietary information, including financial and business information which was prepared by or on behalf of the City, the disclosure of which could be harmful to the interests of the City. Mochrie acknowledges and agrees that he has taken and will in future take appropriate precautions to safeguard the confidential information of the City.

Mochrie further acknowledges the confidentiality provisions in the Employment Agreement between Mochrie and the City dated April 16, 2021 and affirms that he will continue to abide by those terms despite the termination of his employment.

10. CHANGE OF FACTS

Mochrie acknowledges that the facts in respect of which this Agreement is made may prove to be other than or different from the facts now known or believed by him to be true. Mochrie accepts and assumes the risk of the facts being different and agree that this Agreement shall be in all respects enforceable and not subject to termination, rescission or variation by virtue of any discovery of different facts.

11. UNDERSTANDING

Mochrie hereby declares that he has had the opportunity to seek independent legal advice with respect to the matters addressed in this Agreement and the Terms that have been agreed to by

Mochrie and the City and that Mochrie fully understands this Agreement and the terms of settlement. Mochrie has not been influenced by any representations or statements made by or on behalf of the City. Mochrie hereby voluntarily accepts the said terms for the purpose of making full and final compromise, adjustment and settlement of all claims as aforesaid.

12. EXECUTION

This Agreement may be executed electronically and delivered by fax, email or otherwise.

13. COMPLETE AGREEMENT

Mochrie understands and agrees that the Terms and this Agreement contain the entire agreement between the City and Mochrie with respect to the subject matter thereof, and that the terms of this Agreement are contractual and not a mere recital.

INTENDING TO BE LEGALLY BOUND, Mochrie has signed this Agreement on the date indicated below.

SIGNED
in the presence of

s. 22 (1)

s. 22 (1)

Paul Mochrie

Date

SEPT 18, 2025