

**MEMORANDUM OF AGREEMENT
AND
RELEASE OF CLAIMS**

This **MEMORANDUM OF AGREEMENT AND RELEASE OF CLAIMS** (the "Agreement") is being entered into by and between the City of Haverhill, acting by and through its Mayor (the "City") and Stephen J. Doherty, Jr. ("Doherty") (together, the "Parties") to fully resolve any and all disputes that may have arisen in connection with his employment with the City.

WHEREAS, certain disputes and differences have arisen concerning Doherty's employment with the City;

WHEREAS, the Parties wish to avoid the time, expense, inconvenience, and uncertainties of litigation, and have agreed that it is in their mutual interests to resolve said disputes and differences upon the terms and conditions more fully set forth hereinafter; and

WHEREAS, the Parties recognize that this Agreement is executed as a means of fully and finally resolving all claims and disputes that may exist in connection with Doherty's employment with the City in a manner that avoids costly and uncertain litigation, and that nothing in this Agreement, or the fact that the Parties have executed it, shall be considered or construed as an admission of any liability, fault, or wrongdoing by any party hereto, including, but not limited to, any breach of federal, state, or local statutory, regulatory, contractual, or common law obligation, which the Parties unequivocally deny.

NOW, THEREFORE, in consideration of the foregoing and the agreements hereinafter set forth, the City and Doherty do covenant and agree as follows:

1. Irrevocable Resignation/Retirement. Upon execution of this Agreement and by means of a letter substantively and stylistically comparable to the letter attached hereto as **Appendix A**, Doherty shall submit his irrevocable resignation/retirement from employment as Deputy Police Chief for the City of Haverhill Police Department. Said resignation/retirement shall become effective March 27, 2027 and Doherty will be considered to have resigned or retired in good standing.

2. Consideration. In exchange for the release of all claims and the mutual promises and covenant stated herein:

(a) From the date of this Agreement until March 27, 2027, Doherty shall remain on Paid Administrative Leave with benefits, during which time, he shall be paid at his current rate of Four Thousand Five Hundred Sixty-Five and 97/100 Dollars (\$4,565.97) per week, pro-rated as may be applicable for the last pay period, until March 27, 2027.

(b) In the next regular payroll following March 27, 2027, Doherty shall receive his contractual payments for leave and buybacks which accrued through December 31, 2026 and for which the City is legally obligated to pay pursuant to Doherty's employment contract, or which accrued in his previous position under the collective bargaining

agreement and which are consider wages under the Massachusetts Wage Act. Such contractual payments are as follows:

i. Sick Leave Buyback ~ Agreement, Section 8 ~	\$70,000
ii. Vacation Leave Buyback ~ Agreement, Section 7 ~	\$58,844.85
iii. Time Due Balance ~ Prior CBA ~	\$37,602.11
iv. Compensatory Leave ~ Prior CBA ~	\$549.38
v. Annual Leave ~ Prior CBA ~	\$976.68
vi. <u>Personal Leave ~ Agreement ~</u>	<u>\$3,906.71</u>
TOTAL	\$171,879.73

(c) A total of Fifty-Five Thousand Seven Hundred Four and 83/100 (\$55,704.83) shall be deducted from Doherty's final paycheck, this shall be considered a valid setoff under the Massachusetts Wage Act.

(d) Payments required pursuant to Paragraphs 2(a), 2(b), and 2(c) shall be in equal installments, less regular withholdings and deductions in accordance with the City's normal payroll schedule.

(e) From the date of this agreement, Doherty shall not accrue any additional leave, including but not limited to the vacation accrual that he would have otherwise been entitled to on January 1, 2027, if on active status. Doherty waives claims for compensation for any leave accruals or buybacks, except as expressly provided herein. Doherty does not waive any benefits he may be entitled to from the Haverhill Police Relief Association, provided however, it is acknowledged that the City has no control over said benefits and makes no representation as to the same.

(f) Doherty shall not be eligible for holiday pay during the term of this Agreement. Doherty waives claims for compensation for any holiday pay, except as expressly provided herein.

Doherty acknowledges and agrees that he is entitled to no further or additional pay under the terms under the Massachusetts Wage Act or his Employment Agreement, having received full and final payment therefore, nor is he entitled to any additional benefits. The City is under no obligation to compensate Doherty beyond what is expressly stated in this Paragraph 2.

3. No Return to Work. The Parties agree and acknowledge that, upon the execution of this Agreement, Doherty shall not be required to report to work at the City's Police Department, or any other City premises, nor shall he perform any duties of a Deputy Police Chief or hold himself out as a Haverhill Deputy Police Chief or otherwise as a police officer at any rank, nor shall he be required to be available to the City. By agreement of the Parties, the restrictions set forth in the Notice of Paid Administrative Leave shall otherwise be rescinded.

4. Return of City Property. Doherty shall return to the City all City property in his possession, including, without limitation, all department-issued equipment during his employment to include: mobile phone, laptop, computers, computer accessories, City ID, badges, service weapons, ammunition, uniforms, including bullet resistant vests and riot gear and keys and electronic key cards to City buildings or offices.

5. Confirmation of Employment. In the event Doherty directs prospective external employers to the City and/or the HPD for employment verification, the City and/or the HPD shall confirm only the fact of Doherty's former employment, starting and ending dates of employment, and rank/former job title or provide an employment verification letter in a form substantially as set forth in **Appendix B**.

6. Confidentiality. The parties acknowledge and agree that this document may be considered a public record.

7. Representation Regarding Work Injury. Doherty represents and warrants that he does not presently believe that he suffers from any work-related injury or illness.

8. Unemployment Compensation. Doherty agrees to refrain from filing for Unemployment Insurance as he is resigning or retiring. The City indicates that its response to the Department of Unemployment Assistance's inquiry regarding the circumstances of Doherty's separation shall be that he voluntarily separated. Upon request by the Department of Unemployment Assistance the City may provide a copy of this Agreement.

9. Non-Admission of Liability. It is agreed by the Parties that this Agreement is a Memorandum of Agreement and Release and does not constitute an admission of liability or wrongdoing by any party hereto or of such conduct on behalf of their officers, employees, representatives, agents, and/or assigns. This Agreement is being executed by the Parties as a means of resolving any and all potential claims that have arisen or may arise out of Doherty's employment with the City as of the date of this Agreement.

10. Negotiated Agreement. This Agreement is the result of negotiation and compromise by and among the Parties and no party shall be prejudiced as having been the drafter of the Agreement.

11. Full Settlement. This Agreement constitutes a full and complete settlement of all issues, claims, controversies, or disputes arising out of or pertaining to any and all other claims or issues relating in any way to Doherty's employment with the City and all of the signatories hereto irrevocably waive any statutory, contractual, or other legal claims arising out of or pertaining to these matters that any of them might have had except with respect to the enforcement of the terms of this Agreement, and they all hereby release each other from any liability for any such claims.

12. Mutual Release of Claims. In further consideration of the terms set forth in this Agreement, except for the duties and obligations imposed herein, Doherty, acting on his own behalf and on behalf of his heirs, representatives, successors and assigns (collectively and individually, the "Releasing Parties") hereby releases and forever discharges the City and Haverhill Police Department, and their respective members officers, agents, employees, representatives, successors and assigns, in both their official and individual capacities (collectively

and individually, in their official capacities and in their individual capacities, the "Released Parties"), from any and all debts, demands, actions, causes of action, suits, sums of money, contracts, controversies, agreements, promises, claims for personal injury or emotional distress, executions, liabilities, including any claim for vacation pay, sick leave pay, or any other pay "buy back" not otherwise covered under this Agreement, and any and all other claims of any kind, nature, or description whatsoever, both known and unknown, both in law and equity, which the Releasing Parties (or any of them) has or ever had against the Released Parties (or any of them), jointly or severally, from the beginning of the world to the date of this Agreement including, without limitation, any and all claims in connection with, arising out of, or relating to Doherty's employment with the City, including but not limited to any claims for alleged violation of the Massachusetts General Laws Chapter 31, Civil Service; Massachusetts General Laws Chapter 149, the Wage Act; Massachusetts General Laws Chapter 150E; Massachusetts General Laws Chapter 214, Section 1C, Sexual Harassment Act; Massachusetts General Laws Chapter 214, Section 1B, Privacy Act; Massachusetts General Laws Chapter 151B; Massachusetts General Laws, Chapter 12, Sections 11H and 11I; Massachusetts General Laws Chapter 93, Section 102; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991, the Americans with Disabilities Act; Pregnant Workers Fairness Act; the Family Medical Leave Act, Massachusetts Parental Leave Law, Massachusetts General Laws Chapter 149, § 1, *et seq.*; Massachusetts General Laws Chapter 258; 42 U.S.C., § 1983, the Civil Rights Act, as amended, and any other federal, state, or municipal fair employment statutes or laws, contract claims, including breach of contract or wrongful termination, or any other local, state or federal law, regulation or policy not specifically excluded herein.

13. The City of Haverhill, acting on its own behalf and on behalf of its heirs, representatives, successors and assigns (collectively and individually, the "Releasing Parties") hereby releases and forever discharges Doherty and his respective members officers, agents, employees, representatives, successors and assigns, in both their official and individual capacities (collectively and individually, in their official capacities and in their individual capacities, the "Released Parties"), from any and all debts, demands, actions, causes of action, suits, sums of money, contracts, controversies, agreements, promises, claims for personal injury or emotional distress, executions, liabilities, any and all other claims of any kind, nature, or description whatsoever, both known and unknown, both in law and equity, which the Releasing Parties (or any of them) has or ever had against the Released Parties (or any of them), jointly or severally, from the beginning of the world to the date of this Agreement including, without limitation, any and all claims in connection with, arising out of, or relating to Doherty's employment with the City, including but not limited to any claims for alleged violation of the Massachusetts General Laws Chapter 31, Civil Service; Massachusetts General Laws Chapter 149, the Wage Act; Massachusetts General Laws Chapter 150E; Massachusetts General Laws Chapter 214, Section 1C, Sexual Harassment Act; Massachusetts General Laws Chapter 214, Section 1B, Privacy Act; Massachusetts General Laws Chapter 151B; Massachusetts General Laws, Chapter 12, Sections 11H and 11I; Massachusetts General Laws Chapter 93, Section 102; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991, the Americans with Disabilities Act; Pregnant Workers Fairness Act; the Family Medical Leave Act, Massachusetts Parental Leave Law, Massachusetts General Laws Chapter 149, § 1, *et seq.*; Massachusetts General Laws Chapter 258; 42 U.S.C., § 1983, the Civil Rights Act, as amended, and any other federal, state, or municipal fair employment statutes or laws, contract claims, including breach of contract or wrongful termination, or any other local, state or federal law, regulation or policy not specifically excluded herein.

14. Waiver of Rights and Claims Under the Age Discrimination in Employment Act of 1967.

Doherty has been informed and agrees that he:

(a) has or may have specific rights and/or claims under the Age Discrimination in Employment Act ("ADEA") of 1967;

(b) is, in consideration for the amounts and benefits described in this Agreement, specifically waiving such rights and/or claims he might have against the City, its successors and assigns, and its current and former officers, agents, directors, supervisors, employees, representatives, successors and assigns, and all persons acting by, through, under, or in concert with any of them, to the extent such rights and/or claims arose prior to the date this Agreement was executed;

(c) understands that rights or claims under ADEA which may arise after the date this Agreement is executed are not waived by him;

(d) was advised when presented with the original draft of this Agreement on May 18, 2026 that he had at least twenty-one (21) days within which to consider this Agreement; this twenty-one (21) day review period will not be affected or extended by any revisions which might be made to this Agreement;

(e) has been advised to consider the terms of this Agreement carefully and of his right to consult with or seek advice from an attorney of his choice or any other person of his choosing prior to executing this Agreement and has not been subject to any undue or improper influence interfering with the exercise of his free will in deciding whether to execute this Agreement.

(f) has carefully read and fully understands all of the provisions of this Agreement, and he knowingly and voluntarily agrees to all of the terms set forth in this Agreement; and

(g) may revoke this Agreement for a period of seven (7) days following the day on which he executes it. This Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired without revocation by Doherty. Any revocation within this period must be submitted, in writing, to the Haverhill Mayor, Melinda E. Barrett, Haverhill City Hall, Haverhill City Hall, 4 Summer Street, Haverhill MA, 01830, and must state, "I hereby revoke my acceptance of our Agreement." The revocation must be hand-delivered to Mayor, Melinda E. Barrett, or her designee, or mailed to Mayor, Melinda E. Barrett, and post-marked, within seven (7) days of the date on which Doherty signs this Agreement.

15. No FMLA or FLSA Claims. Doherty acknowledges that the City has provided him with any leave to which he may be or may have been entitled under the Family and Medical Leave Act. Doherty represents that he is not aware of any facts that would support a claim by him against

any of the Released Parties for any violation of the Family and Medical Leave Act. Doherty further acknowledges that he has been properly paid for all time worked and is unaware of any facts that would support a claim by him against any of the Released Parties for any claim of unpaid overtime or any other violation of the Fair Labor Standards Act or comparable state law.

16. Covenant Not to Sue. To the fullest extent permitted by law and except as otherwise provided in this Agreement, Doherty agrees not to initiate or file, or cause to be initiated or filed, any action, lawsuit, complaint, arbitration proceeding, or other proceeding asserting any of the Released Claims against any of the Released Parties. Doherty further agrees not to be a member of any class or collective action in any court or in any arbitration proceeding seeking relief against the Released Parties based on claims released by this Agreement, and that even if a court or arbitrator rules that Doherty may not waive a claim released by this Agreement, Doherty will not accept any money damages or other relief. Doherty agrees to promptly reimburse the City for any legal fees that the City incurs as a result of any breach of this paragraph by him. Nothing in this Agreement is intended to or shall interfere with Doherty's right to challenge the City's compliance with the waiver requirements of the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act. Nothing in this Agreement is intended to or shall interfere with Doherty's right to file a charge or complaint with, or participate in an investigation or proceeding conducted by, the National Labor Relations Board ("NLRB") or Massachusetts Department of Labor Relations, or to exercise rights under Section 7 of the National Labor Relations Act ("NLRA"), or Section 7 of Massachusetts General Laws, Chapter 150E, or to exercise rights under the Occupational Safety and Health Administration of the United States Department of Labor, formed by the Occupational Safety and Health Act of 1970 ("OSHA"), or interfere with Doherty's right to file a charge or participate or cooperate in an investigation or proceeding with the EEOC or comparable state or local agencies; such agencies have authority to carry out their statutory duties by investigating a charge, issuing a determination, filing a lawsuit, or taking any other action authorized by law. Doherty retains the right to participate in any such action, and retains the right to communicate with the NLRB, OSHA, EEOC, and comparable state or local agencies and such communication shall not be limited by any provision in this Agreement, including without limitation, the breach of employee covenants, confidentiality, or non-disparagement provisions herein. Doherty shall not, however, be entitled to receive any relief, recovery, or monies in connection with any claim or action filed with and/or pursued by any such agency, or any Released Claim brought against any of the Released Parties, regardless of who filed or initiated any such complaint, charge, or proceeding.

17. No Lawsuits. Doherty represents that he has not filed any claims, charges, complaints or actions against the City or any of the Releasees, or assigned to anyone any charges, complaints, claims or actions against the City or any of the Releasees. Doherty agrees to take any and all steps necessary to ensure that no lawsuit arising out of any claim released herein shall ever be prosecuted by him or on his behalf in any forum, and hereby warrants and covenants that no such action has been filed or shall ever be filed or prosecuted. Doherty also agrees that if any claim is prosecuted before any court or administrative agency that he waives and agrees not to take any award or other damages from such suit to the extent permissible under applicable law. Doherty further agrees to cooperate fully with the City in the event of a lawsuit or threat of lawsuit arising out of acts and events occurred during his employment with the City.

18. The City agrees that it will defend and indemnify Doherty for any claims, charges, complaints or actions that may be brought as a result of any actions that Doherty took in the course of his employment by the City to the full extent permitted by law, provided such actions were in the scope of his duties. Doherty agrees that he will cooperate in the defense of any claims, charges, or actions that are brought against the City that reasonably require his participation. The City will compensate Doherty for his time and expenses incurred in such defense at his current rate of pay established at \$122.00 per hour. The City may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to Doherty. The City, or its designee/insurer, shall select Doherty's attorney and determine if separate counsel is required. The City shall be responsible to remit payment for any attorneys' fees and costs incurred by Doherty in connection with such claims or suits involving Doherty in his professional capacity. Notwithstanding the foregoing, if the Doherty refuses counsel selected by the City, indemnification may be denied.

19. No Future Employment. Doherty acknowledges that he does not desire employment or re-employment with City and agrees that he: (a) shall not seek an employment or agency relationship (including, without limitation, temporary employment through an agency or otherwise or employment as a special police officer or traffic constable) with the City, or any of its successors or assigns at any time in the future; (b) shall not become engaged as an employee, or an independent contractor, for the City at any time in the future; and (c) will not seek to perform any consulting or contract work for the City at any time in the future, unless by mutual agreement of the Parties, at the City's sole discretion.

20. Promotion of Deputy Chief. Doherty acknowledges and understands that the City will appoint an officer to the position of Deputy Chief while he remains on paid administrative leave.

21. Binding Effect. This Agreement shall be binding on all Parties and their respective officers, employees, representatives, agents, successors, and/or assigns and may not be abandoned, supplemented, changed, or modified in any manner, orally or otherwise, except by an instrument in writing signed by Doherty and by a duly authorized representative of the City.

22. Entire Agreement. This Agreement contains and constitutes the entire understanding and agreement between the Parties hereto and cancels any and all previous oral and written negotiations, agreements, commitments, and writings in connection therewith.

23. Enforcement of Agreement. Nothing in this Agreement shall preclude Doherty from pursuing any claims to enforce the provisions of this Agreement.

24. Full Understanding. Doherty acknowledges that he has read and fully understands the terms of this Agreement; that he has consulted and received advice from his attorney regarding same or if not, waives his right to claim defenses in connection therewith; and that he has executed this Agreement voluntarily and of his own free will.

25. Negotiated Agreement. This Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Agreement.

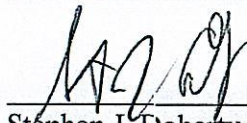
26. Counterparts. This Agreement shall be executed in two (2) counterparts, each of which shall constitute one and the same instrument and shall take effect in accordance with Paragraph 14 herein.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

The Parties acknowledge that this is a legal document. Should the terms of this Agreement be acceptable to Doherty, he should sign, date, and return the Agreement to the City. In accepting this Agreement, Doherty gives the City assurance that he has had sufficient time to consider this Agreement and, whether or not there have been any material changes to this Agreement since he first received it, he hereby freely and voluntarily waives any right he may have to any additional twenty-one-day period to consider this Agreement before signing and returning it. The Waiver of the 21 Day Consideration Period is attached as **Appendix C**.

IN WITNESS WHEREOF, Doherty and the City, having read and agreed to the foregoing provisions of this Agreement, knowingly and voluntarily executed this Settlement Agreement and General Release as of the date set forth below.

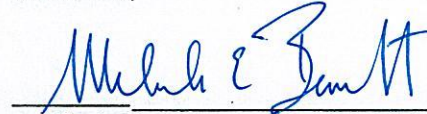
STEPHEN J. DOHERTY, JR.



Stephen J. Doherty, Jr.

Date: 7/17/26

MAYOR



Melinda E. Barrett

Date: 7/27/2026

APPROVED AS TO FORM:



Katherine McNamara Feodoroff
Labor Counsel

Date: 7/21/2026

LETTER OF RETIREMENT

July 17, 2026

Melinda E. Barrett
Haverhill City Hall
Haverhill City Hall
4 Summer Street
Haverhill MA, 01830

Re: Notice of Separation

Dear Mayor Barrett:

I hereby submit notice of my intent to resign or retire from my employment as Deputy Police Chief of the Police Department for the City of Haverhill, effective March 27, 2027.

Very truly yours,

Stephen J. Doherty, Jr.

Stephen J. Doherty, Jr.

**APPENDIX B
EMPLOYMENT REFERENCE LETTER**

To Whom It May Concern:

This will confirm that Stephen J. Doherty, Jr. was employed as a Deputy Police Chief from May 9, 2021 through March 27, 2027, as a Captain from July 31, 2016 through May 9, 2021, as a Lieutenant from July 26, 2015 through July 31, 2016, as a Sergeant from October 31, 2004 through July 26, 2015, as a patrol officer from February 8, 1998 through October 31, 2004, and as a reserve officer from September 28, 1997 through February 8, 1998 for the City of Haverhill Police Department. On March 27, 2027, he retired from his position in good standing.

Very truly yours,

A handwritten signature in blue ink, reading "Melinda E. Barrett". The signature is written in a cursive, flowing style.

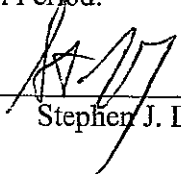
Melinda E. Barrett
Mayor

APPENDIX C
WAIVER OF THE 21-DAY CONSIDERATION PERIOD

PLEASE CAREFULLY REVIEW AND SIGN THIS DOCUMENT

I, Stephen J. Doherty, Jr., acknowledge that I was informed and understand that I have twenty-one (21) days within which to consider the attached MEMORANDUM OF AGREEMENT AND RELEASE OF CLAIMS, I have been advised of my right to consult with an attorney or any other person of my choosing regarding such Agreement, and I have considered carefully every provision of the Agreement; and that, after having engaged in those actions, I prefer to and have requested that I enter into the Agreement prior to the expiration of the 21-day period, thus waiving the 21-day Consideration Period.

Dated: July 17, 2026



Stephen J. Doherty, Jr.