

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is between Suzanne Levis ("Ms. Levis") and the City of La Center ("the City"), collectively, the "Parties."

Recitals

A. Ms. Levis has been employed with the City since May 2004 as the City Finance Director

B. Ms. Levis and the City entered into an Employment Agreement on or about January 1, 2011 ("Employment Agreement").

C. The Parties have agreed to end this employment relationship with Ms. Levis submitting a letter of voluntary resignation in accordance with Paragraph 2.2 below; and,

D. The Parties hereby execute this Agreement to resolve all matters, known or unknown, arising out of Ms. Levis's employment with and separation from the City:

Based on the above recitals, the Parties agree that the following terms will apply only if all conditions of this Agreement are met:

Article 1. The City's Obligations

1.1 Separation Date. Upon approval of this Agreement and all obligations thereunder by the La Center City Council, Ms. Levis shall be deemed to have resigned from her employment with the City, effective May 15, 2018 ("Separation Date").

1.2 Payment of Regular Wages and Accrued Vacation. The City will pay Ms. Levis' regular wages through the Separation Date, plus any other compensation required under City Personnel Policy Section 5.8. Within seven (7) days of the signing of this Settlement Agreement, the City shall pay by separate check payable to "Suzanne Levis" all vacation accruals. Ms. Levis acknowledges that these payments, together with the payments Ms. Levis has already received, represent full payment of all compensation of any kind (including wages, vacation, sick leave, and bonuses) earned as a result of employment with the City.

1.3 Personnel File. Ms. Levis' Personnel File will reflect "resignation" as the reason for separation from employment.

1.4 Separation and Severance Pay.

(a) In consideration for Ms. Levis' commitment to comply with the obligations set forth in Article 2, the City will pay to Ms. Levis as Separation Pay \$58,374.00 which represents six months of wages (\$9,729.00/month x 6 months) plus \$5,892 which represents six months of health insurance premiums including dental, health, and vision (\$982/month x 6 months). The total monthly payments will be \$10,711 (\$9,729.00 + \$982) minus normal payroll deductions as described in Section 1.4(b).

(b) Ms. Levis shall receive the Separation Pay in accordance with the City's regular payroll practices beginning on the first regularly scheduled payroll date after the city council's approval of this Agreement. The six monthly payments will be made in accordance with regular payroll practices on the 20th of each month, with checks issued

by the City of La Center to Suzanne Levis: one check in the amount of \$9729.00 minus regular payroll deductions and included in Ms. Levis' W-2 for 2018; and one check in the amount of \$982.00 without deduction and included as "other income" on a 1099-MISC for 2018. Ms. Levis is responsible for paying all taxes that may be owing as a result of these payments and will hold the City harmless for such taxes.

1.5 Unemployment. Upon the effective date of her resignation, Ms. Levis may seek unemployment benefits with the Washington State Department of Employment Security (ESD) provided she has not secured alternative employment by that date. The City will notify ESD that Ms. Levis resigned in lieu of discharge for reasons that did not constitute "misconduct" as that term is defined in RCW 50.04.294; and it will not challenge or otherwise appeal an award of unemployment benefits to Ms. Levis. Ms. Levis recognizes that the decision to award benefits is made by ESD, and that the City cannot and does not guarantee any such award.

Article 2. Ms. Levis's Obligations

2.1 Authority. Ms. Levis represents and warrants that she has all necessary authority to enter into this Agreement and that she has not transferred any interest in any claims to any third party.

2.2 Resignation. With this signed Agreement, Ms. Levis will also submit a signed letter of resignation reflecting a resignation date of May 15, 2018.

2.3 No Additional Compensation or Benefits. Ms. Levis expressly acknowledges and agrees that she has no claims or entitlement to additional compensation or benefits of any kind from the City, past, present or future, except as set out in this Agreement.

2.4 Representations Regarding Employment Status. Ms. Levis understands that her Separation Date is the date that employment with the City ended. Ms. Levis understands that she is not authorized to represent herself as affiliated in any way with the City after this date, even if Ms. Levis received separation or severance payments after the Separation Date.

2.5 References. Requests for references to the City of La Center shall be directed to Mayor Greg Thornton or the then-current Mayor, who shall be limited to confirming that Ms. Levis was formerly employed by the City and providing only dates of Ms. Levis' employment, her current or last position held, and will decline to provide additional information.

2.6 Return of Property. Ms. Levis agrees to deliver to the City all City property within Ms. Levis's possession or control.

2.7 Cooperation Regarding Other Claims and Preservation of Privilege. If any claim is asserted by or against the City as to which she has relevant knowledge, Ms. Levis will reasonably cooperate with the City and its attorney in the prosecution or defense of that claim by providing truthful information and testimony as reasonably requested by the City or its attorney.

2.8 For a period of six months, commencing on Separation Date, Ms. Levis shall not (a) solicit or assist in the solicitation of any city employee to leave employment with the City; or (b) provide counseling or advice to city employees other than Jeffrey Sarvis on human resource matters related to the City's employment practices or labor relations negotiations between the City and any union or other bargaining units.

2.9 Waiver and Release.

(a) Ms. Levis hereby releases and forever discharges any and all of the "Released Parties" (defined below) from any and all claims of any kind, known or unknown, that arose on or before the date that she signed this Agreement, including without limitation, claims for:

- wrongful termination or constructive discharge, including claims based on violation of public policy; breach of agreements, representations, policies or practices related to Ms. Levis's relationship with any Released Party; or based on any legal obligation owed by any Released Party;
- violation of federal, state, or local laws, ordinances, or executive orders prohibiting discrimination, harassment or retaliation, or requiring accommodation, on the basis of race, ancestry, creed, color, religion, national origin, pregnancy, childbirth or related medical conditions, families with children, sex, genetic information, marital status, sexual orientation, gender expression or gender identity, political ideology, age, honorably discharged veteran or military status, sensory, physical, or mental impairment or other legally protected characteristic or activity;
- wages (including overtime pay) or compensation of any kind (including attorney's fees or costs);
- tortious interference with contract or expectancy; fraud or negligent misrepresentation; breach of privacy, defamation or libel; intentional or negligent infliction of emotional distress; unfair labor practices; breach of fiduciary duty;
- violation of the Washington Law Against Discrimination; the Washington Prohibited Employment Practices Law; the Washington Minimum Wage Act; Washington's Little Norris-LaGuardia Act; the Washington Family Leave Act; the Washington Family Care Act; the Washington Military Family Leave Act; the Washington law permitting leave for victims of domestic violence, sexual assault or stalking; the Washington Fair Credit Reporting Act; the retaliation provisions of the Washington Workers' Compensation Act; the Washington Industrial Safety and Health Act (WISHA); the Washington Public Employment Relations Act, including any and all amendments to the above, to the fullest extent permitted by law;
- violation of the Consolidated Omnibus Budget and Reconciliation Act of 1985 (COBRA); the Fair Labor Standards Act (FLSA); the Labor Management Relations Act (LMRA); the Employee Polygraph Protection Act; the Racketeer Influenced and Corrupt Organizations Act (RICO); the Electronic Communications Privacy Act; the Uniform Services Employment

and Re-Employment Rights Act (USERRA); the Sarbanes-Oxley Act; the Civil Rights Act of 1964; Title VII; Sections 1981 through 1988 of Title 42 of the United States Code; the Civil Rights Act of 1991; the Equal Pay Act of 1963; the Lilly Ledbetter Fair Pay Act; the Americans with Disabilities Act of 1990 (ADA); the federal Family and Medical Leave Act of 1993 (FMLA); the Worker Adjustment and Retraining Notification Act (WARN); the Occupational Safety and Health Act (OSHA); the Sarbanes-Oxley Act of 2002; the Employee Retirement Income Security Act of 1974 (ERISA); the National Labor Relations Act (NLRA); the Immigration Reform and Control Act (IRCA); including any and all amendments to the above, to the fullest extent permitted by law;

- the Age Discrimination in Employment Act of 1967 (ADEA); the Older Workers Benefit Protection Act (OWBPA); and
- violations of all similar federal, state and local laws, to the fullest extent permitted by law.
- Ms. Levis acknowledges that the status of her employment at the City at the time of the Separation Date, and during all times relevant to the termination of her employment with the City was, and is, “at will” and that either Party may choose to end the employment relationship with the other. This agreement in no way shall be construed as altering Ms. Levis’s at will status in any manner whatsoever.

(b) “Released Party” or “Released Parties” includes the City of La Center and all of its past and present employees, managers, supervisors, directors, officers, elected officials, representatives, agents, attorneys, assigns, insurers, whether acting in their individual or official capacities, and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this paragraph; and with respect to each such entity and individual, all predecessors, successors and assigns.

(c) Ms. Levis understands that she is releasing potentially unknown claims, and that Ms. Levis has limited knowledge with respect to some of the claims being released. Ms. Levis acknowledges that there is a risk that, after signing this Agreement, she may learn information that might have affected Ms. Levis’s decision to enter into this Agreement. Ms. Levis assumes this risk and all other risks of any mistake in entering into this Agreement. Ms. Levis acknowledges her understanding of this Agreement, and the release and discharge contained herein, and knowingly enters into this Agreement. Ms. Levis is giving up all rights and claims of any kind, known or unknown, except for the rights specifically given in this Agreement. Ms. Levis further acknowledges she had a reasonable opportunity to review this Agreement, and to have it reviewed by anyone who Ms. Levis would rely on for advice about entering into this Agreement.

(d) This Agreement does not affect Ms. Levis’s rights, if any, to receive 401(k) benefits, medical plan benefits, unemployment compensation or workers’ compensation benefits, nor does it release any claims or rights which as a matter of law cannot be waived.

2.10 Affirmations.

(a) Ms. Levis understands that the City will deduct lawful and authorized deductions, including federal and any state taxes, from separation payments made under this Agreement. The City makes no representations as to the tax consequences to Ms. Levis. Ms. Levis acknowledges that she had adequate time to consult a financial advisor or accountant before signing this Agreement.

(b) Ms. Levis affirms that she has disclosed any workplace injuries or occupational diseases and has been provided and has not been denied any leave requested under the federal or state Family and Medical Leave Acts.

(c) Ms. Levis acknowledges that, because of circumstances unique to her, including, but not limited to, irreconcilable differences with the City, she is not qualified to hold any position with the City now or in the future. Ms. Levis shall not apply in the future for employment with the City.

(d) Ms. Levis affirms that she has not and will not initiate any claims, suit, action, or arbitration before any federal, state or local judicial, administrative or other forum with respect to any matter arising out of or connected with her employment with the City or the termination of that employment; and that, without subpoena, she will not, except at the City's request, testify in any judicial or administrative proceedings to which any Released Party is a party regarding any matter involving the affairs of any Released Party of which Ms. Levis has knowledge.

(e) Ms. Levis agrees that she will work cooperatively with the City in locating any records responsive to requests for records that she may make.

Article 3. General Provisions

3.1 Non-Admission. This Agreement shall not be construed as an admission by the City or any Released Party of any liability, breach of any agreement, or violation of any statute, law or regulation, nor shall it be construed as an admission of any deficient performance or breach of any professional obligation.

3.2 Governing Law. This Agreement is governed by the laws of the State of Washington that apply to contracts executed and to be performed entirely within the State of Washington.

3.3 Headings Not Controlling. The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.

3.4 Attorney's Fees & Costs. In any dispute involving breach of this Agreement, the prevailing Party shall be entitled to recover all attorney's fees, costs and interest legally allowed.

3.5 Severability. It is further understood and agreed that if any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable.

3.6 Complete Agreement. This Agreement represents and contains the entire understanding between the Parties in connection with the subject matter of this

Agreement. It is expressly acknowledged and recognized by all Parties that there are no oral or written collateral agreements, understandings or representations between the Parties other than as contained in this document. Any modifications to this Agreement must be in writing and signed by both Parties to be effective.

3.7 Counterparts. This Agreement may be executed in duplicate originals, each of which is equally admissible in evidence, and each original shall fully bind each party who executed it.

3.8 Council Approval. It is expressly understood and agreed that this Agreement and all obligations thereunder, specifically including Section 1.1, are conditioned upon the approval of the La Center City Council, which approval will be sought at the first regularly scheduled public meeting following the Parties' execution of this Agreement.

Article 4. Older Workers' Benefit Protection Act Provisions

In accordance with the requirements of the Older Workers' Benefit Protection Act, Ms. Levis expressly acknowledges the following:

4.1 Waiver of Claims. Ms. Levis is waiving her rights to file a claim under the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC § 626. She is not waiving rights or claims which may arise after the date this Agreement is signed. She is waiving her rights or claims only in exchange for consideration listed above that is in addition to anything to which she is already entitled.

4.2 Independent Legal Counsel. Ms. Levis is advised and encouraged to consult with an attorney. Ms. Levis acknowledges that, if she desired to consult an attorney, she had an adequate opportunity to do so.

4.3 Consideration Period. Ms. Levis has up to twenty-one (21) calendar days from the date the original Agreement was given to her to consider this Agreement before signing it. The twenty-one (21) day period expires on April 20, 2018. Ms. Levis may use as much or as little of this twenty-one (21) day period as she wishes before signing. If Ms. Levis does not sign and return this Agreement within this twenty-one (21) day period, it will not become effective or enforceable, and Ms. Levis will not receive the benefits described in this Agreement except as required by law.

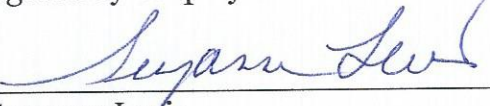
4.4 Revocation Period and Effective Date. Ms. Levis has seven (7) calendar days after signing this Agreement to revoke it. To revoke this Agreement after signing it, Ms. Levis must deliver a written notice of revocation to Mayor Greg Thornton at La Center City Hall before the seven (7) day period expires. This Agreement shall not become effective until the eighth (8th) calendar day after Ms. Levis signs it ("Effective Date"). If Ms. Levis revokes this Agreement, it will not become effective or enforceable, and she will not receive the benefits described in this Agreement except as required by law.

4.5 Acceptance. Ms. Levis agrees that any modifications, material or otherwise, made to this Agreement do not restart or affect in any manner the original twenty-one (21) calendar day consideration period. Ms. Levis acknowledges that if she is signing this before April 20, 2018 she has decided not to wait for the full twenty-one (21) day period,

even though she has the right to do so. Ms. Levis is aware that The City may withdraw its offer as described in this Agreement at any time prior to Ms. Levis' acceptance without any recourse to Ms. Levis.

This Agreement consists of seven (7) pages, each of which must be initialed by Ms. Levis to be considered fully executed.

Agreed by Employee:



Suzanne Levis

Dated: 6-18-18

Agreed by the City:

Greg Thornton, Mayor

Dated: _____