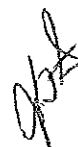


## RESIGNATION AGREEMENT

This Resignation Agreement is entered into by and between Jeffrey Sarvis ("Sarvis") and the City of La Center, Washington (the "City"). The terms of the Agreement are as follows:

1. Employment Separation: Sarvis' employment with the City will end effective on the date this Agreement becomes effective. Sarvis' final paycheck will be made available to Sarvis, unconditionally, on the City's regularly scheduled pay date for the pay period in which his employment ends and will include all wages earned through Sarvis' final day of employment as well as all earned and unused vacation benefits, supplemental leave and floating holidays, the remaining balances and calculation of which are set forth in Exhibit A, which is incorporated into this Agreement by reference.
  
2. Separation Pay and Benefits: In exchange for the promises, waivers and releases of claims by Sarvis in this Agreement, the City will:
  - a. Pay Sarvis the total sum of \$83,773.28, which represents eight (8) months of Sarvis' wages (including deferred compensation) and health insurance benefit premiums. Payment shall be made in monthly installments in accordance with the City's regular payroll practices beginning on the first regularly scheduled payroll date after the effective date of this Agreement. Other than the foregoing payments, the City will not be responsible for any other payments on behalf of Sarvis. For example, Sarvis understands and agrees that, if he wishes to continue his benefits under COBRA, he is solely and exclusively responsible to timely elect such benefits and for timely payment of all applicable premiums.
  
  - b. Sarvis' personnel file and the City's records will reflect that Sarvis voluntarily resigned his employment with the City.
  
  - a. Waive its rights to 30 days' advance notice of Sarvis' resignation under paragraph 7.C. of the City of La Center City Public Works Director Employment Agreement applicable to Sarvis' employment.
  
  - b. Direct requests for references to the Mayor, who shall be limited to confirming that Sarvis was formerly employed by the City and providing only dates of Sarvis' employment, his current or last position held, and will decline to provide additional information.
  
3. Waiver and Release of Claims (Sarvis' Promise Not to Sue): In exchange for the City's payments and promises as outlined in paragraph 2 of this Agreement, Sarvis releases and forever discharges the City and its current, past and future City Council members, managers, employees, representatives, attorneys, agents and insurers in their individual and representative capacities (the "Released Parties") from any and all claims of any kind, known or unknown, related to his employment and separation from employment with the City.

Sarvis understands this is a comprehensive waiver and release of claims that includes but is not limited to all claims based on: negligent or intentional tortious conduct, express or implied contract, obligations of fair dealing and good faith of any kind, state or federal



constitution, and wrongful discharge and other common law theories. The waiver and release also includes but is not limited to any other claims for any form of monetary relief (including but not limited to claims for any form of damages of any kind, back pay or front pay, punitive damages, and attorney fees and costs, etc.) as well as claims for reinstatement and/or reemployment (including but not limited to reinstatement and/or reemployment under any injured worker reinstatement and reemployment laws), claims for any and all forms of damages arising under any federal, state and local statutes, regulations, rules, ordinances and/or rules of decisions dealing with employment matters and discrimination and retaliation in employment (which shall include but not be limited to any claims under: any and all of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, the Post Civil War Civil Rights Acts (42 U.S.C. §1981 through 42 U.S.C. §1988), the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act of 1993, the Older Worker Benefit Protection Act, the Employee Retirement Income Security Act, the Occupational Health and Safety Act of 1970, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Equal Pay Act of 1964, and Lilly Ledbetter Fair Pay Act of 2009, all as amended as well as all regulations issued under such authorities.

By signing this Agreement, Mr. Sarvis expressly acknowledges and agrees that he 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 and its Exhibit A.

4. Exceptions to Waiver and Release of Claims: The waivers and releases of claims in this Agreement are intended to be broad and comprehensive and to reach the maximum scope and extent permitted by law. The waivers and releases of claims in paragraph 3, above, do not, however, apply to: any claim Sarvis may have for enforcement of this Agreement, to claims challenging the enforceability of this Agreement under the Age Discrimination in Employment Act, to claims that cannot be waived as a matter of law, to claims for statutory worker's compensation or unemployment benefits, or to claims for benefits pursuant to Sarvis' current public employee retirement account(s).

The waivers and releases of claims in paragraph 3, above, also do not prevent Sarvis from providing information or otherwise cooperating with any other administrative charge or complaint with the Equal Employment Opportunity Commission or other state and federal enforcement agencies. The waivers, releases and promises not to sue in this Agreement do, however, bar and prevent Sarvis from receiving any form of monetary relief (such as back or front pay, or other money damages like attorney fees and costs, etc.) or forms of equitable relief that may be waived (such as reinstatement and reemployment) as a result of any administrative complaint, claim, or investigation.

5. Return of Property: Sarvis certifies that as of the Effective Date he has delivered to the City all City property within Sarvis' possession or control.
6. No Future Employment: Sarvis and the City agree that it is in the Parties' mutual best interests to avoid any future employment relationship. For this reason, and in exchange for the payments and benefits provided under this Agreement, Sarvis agrees that he will not at any time in the future seek or accept employment with the City, whether directly or indirectly, as a temporary, leased, or regular employee. Sarvis further agrees that if he



should seek such employment, whether knowingly or unknowingly, at any time in the future, he expressly waives the right to sue under applicable law if he is denied employment or is terminated upon mistaken hiring by the City.

7. Medicare Eligibility: By signing this Agreement, Sarvis is representing that he is not Medicare eligible and is not a Medicare beneficiary, and that he does not reasonably expect to become Medicare eligible within the next 30 months. Sarvis further represents that no Medicare payments have been made to him or on his behalf and that no liens, claims, demands, subrogated interests or other claims/causes of action exist arising from any claims released by this Agreement. Should any such claims, demands, subrogated interests, liens, etc. be made against any of the Released Parties arising out of claims released by this Agreement, Sarvis agrees to indemnify and hold harmless all Released Parties from any and all damages, fines, penalties, interest, fees, including attorney fees, and costs of any kind incurred in connection with such claims, demands, subrogated interests, etc.
8. Purpose: It is understood and agreed that this Agreement is intended to assist in Sarvis' amicable transition from City employment and, in return, to assure that no claims will be made against the Released Parties. Nothing in the offering or the signing of this Agreement is to be construed as an admission of liability or wrongdoing on the part of anyone.
9. "Sarvis": As used in this Agreement, "Sarvis" means Jeffrey Sarvis, his heirs, executors, administrators, assigns, agents, attorneys, his marital community if any, and any other person or entity by, for, or through whom he may act.
10. Entire Agreement and Severability: This Agreement represents and contains the entire understanding between Sarvis and the City in connection with the subject matter of this Agreement. By signing below, the Parties agree that they are not relying on any promises or representations other than what is stated in this Agreement. If any provision or part of any provision of this Agreement is found to be legally unenforceable and/or against public policy, such provision or part of any provision shall be deleted or modified by the Court or Arbitrator only as necessary to be enforceable. All other parts will remain in effect. If the waivers, releases and/or promises not to sue with respect to any of the waived and released claims are deemed to be invalid, unenforceable, or illegal, then the Court or Arbitrator making such determination shall reduce the effect of the waiver, release and promise not to sue only to the extent necessary in order to preserve the enforceability of the remainder of the waivers, releases and promises not to sue.
11. Understanding This Agreement: Every effort has been made to write this Agreement in plain and clear language. If Sarvis does not understand this Agreement, he may contact the Mayor of the City of La Center, Washington for clarification. Sarvis is advised to consult with an attorney at his own expense before signing this Agreement.
12. Governing Law, Arbitration of Disputes: This Agreement shall be governed by the laws of the State of Washington. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration administered by the American Arbitration Association under its Employment Arbitration Rules and Mediation Procedures. Judgment upon the award rendered by the arbitrator may be entered in any court having




jurisdiction thereof. Except as may be required by law, the Parties shall share equally the arbitrator's fees, and shall be responsible for their own attorney's fees and related costs except as such attorney's fees and costs may be available by statute, rule, or common law.

13. Timing of Offer and Effective Date: This offer will remain open for twenty-one (21) days from the time Sarvis receives his copy and may be signed at any time within that period. Furthermore, Sarvis may revoke this Agreement at any time within seven (7) days following the day he signs it by delivering a written notice of revocation to Greg Thornton, Mayor for the City of La Center, at 214 East 4<sup>th</sup> Street, La Center, WA 98629. If Sarvis does not revoke this Agreement and the Agreement and payment have been approved by the La Center City Council, it will become effective immediately upon the expiration of the seven (7) day period.

14. 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.

THIS IS A WAIVER AND RELEASE OF CLAIMS. PLEASE READ CAREFULLY. BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT THEY HAVE HAD AMPLE OPPORTUNITY TO CONSULT WITH A LAWYER, UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT, HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT RESERVATION, AND UNDERSTAND THAT THIS IS THEIR FULL AND ENTIRE AGREEMENT.

JEFFREY SARVIS:

  
\_\_\_\_\_  
Signature

Date: July 20, 2018

FOR THE CITY OF LA CENTER:

  
\_\_\_\_\_  
Signature

Greg Thornton, Mayor  
Name and Title (Print)

Date: 7-26-2018



**EXHIBIT A**

As of July 5, 2018, Sarvis has 180.67 hours of earned and unused vacation benefits remaining in his leave banks. Eight (8) hours of leave benefits shall be deducted from the above balances and paid to Sarvis for each working day that he remains employed until such balances are depleted. Payment will be made through the City's regular payroll process Any remaining balance(s) on the date Sarvis' employment ends will be paid with his final paycheck.

A handwritten signature in black ink, appearing to be the initials 'AS' or similar, located in the bottom right corner of the page.