

## SEVERANCE AND RELEASE AGREEMENT

THIS SEVERANCE AND RELEASE AGREEMENT (the "Agreement") is entered into this date by and between Kimberly Grimm ("Employee"), and the City of Wapato ("Employer"), collectively referred to as the "Parties." In consideration of the mutual agreements contained in this Agreement, the Parties agree as follows:

1. Employee's active employment with Employer ceased on December 27, 2021, and as of that date, Employee had no further rights or benefits of employment with Employer unless set out herein.

2. In consideration of the commitments and release set out in this Agreement, Employer agrees to provide Employee, following expiration of the revocation period set out in Paragraph 5 below, the following compensation and severance pay:

2.1. Employee's regular salary for work performed through December 27, 2021, plus payment for approximately 220.5 hours of accrued vacation time, and 208 hours of accrued sick leave, all minus normal and customary withholdings.

2.2. In addition to Employee's regular salary, Employer will provide Employee, upon execution of this Agreement with a lump sum severance benefit equal to approximately six (6) month's salary, minus normal and customary withholdings.

2.3. Employee will be provided with Employer paid medical insurance coverage for three (3) months (through March 2022). Employer is only obligated to provide Employee coverage, and will not cover spouse or dependents.

2.4. In the event Employee files for unemployment, Employer will not contest Employee's application for unemployment benefits

2.5. Compensation for all accrued and earned but unpaid wages and employee benefits (i.e. vacation, sick leave, etc.) are included in the payments set out above. Employee agrees she is not entitled to payment from Employer for anything other than specifically set out in this Agreement.

3. Employee shall and does hereby withdraw all outstanding or pending public records requests filed by Employee with the Employer prior to the date of execution of this Agreement, and further agrees that any such requests for public records have been satisfied in full by the Employer. Employer shall have no liability or responsibility to continue processing any request prior to the date of execution of this Agreement. Employee shall not file any new request for public records with the Employer that is the same or substantially the same as any request filed prior to the date of this Agreement.

4. Employee is not obligated to sign this Agreement and Employee is advised to seek legal advice before signing. Employee recognizes that it is the intent of this Agreement for

Employee to give up whatever legal rights Employee may have to sue Employer and any other affiliated entities or entities in which Employer holds an interest, along with its and their respective elected officials, officers, insurers, employees, volunteers, agents, attorneys, and successors and assigns, for anything that arose during Employee's employment with Employer, in exchange for the severance pay set out herein.

5.

5.1. Employee agrees that the severance pay set forth in this Agreement, to which Employee would not otherwise be entitled, represents settlement in full of all outstanding obligations owed to Employee by Employer, as well as any known or unknown claims. Employee, with the intention of binding herself, as well as her spouse, heirs, family members, executors and assigns, hereby fully and forever releases, waives and discharges Employer, along with its elected officials, officers, agents, employees, volunteers, insurers, attorneys, or successors and assigns from and agrees not to sue concerning any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Employee may possess arising from any omissions, acts or facts that have occurred up until and including the effective date of this Agreement. This release includes, without limitation, (i) claims related to Employee's request(s) for public records, (ii) claims for any and all sums payable to Employee as a result of or in connection with Employee's employment by Employer; and (iii) any and all claims, demands, rights, causes of action, and compensation of every kind and nature (including penalties, fines or interest) relating to or arising from Employee's employment relationship with Employer and the termination of such employment relationship, including, without limitation, any and all statutory or common law claims for misrepresentation, breach of fiduciary duty, or breach of duty under applicable state law; along with any and all claims for: a) wrongful discharge of employment; b) breach of contract, both express and implied; c) workplace or sexual harassment; d) retaliation; e) breach of a covenant of good faith and fair dealing, both express and implied; f) negligent or intentional infliction of emotional distress; g) negligent or intentional misrepresentation; h) negligent or intentional interference with contract or prospective economic advantage; i) defamation; j) negligence; k) personal injury; l) assault or battery; m) invasion of privacy; n) false imprisonment; o) conversion; and p) violation of any federal, state or municipal statute, including, but not limited to the following: Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Acts of 1991 and 1993, the Age Discrimination in Employment Act of 1967 ("ADEA"), the Older Workers Benefit Protection Act, Equal Pay Act of 1963, the Fair Pay Act of 2011, the Pregnancy Discrimination Act of 1978; the Consolidated Omnibus Budget Reconciliation Act, the Employee Polygraph Protection Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act (as amended), the Genetic Information Non-Discrimination Act, the Fair Labor Standards Act (as amended), the Worker Adjustment and Retraining Notification Act of 1988, the Internal Revenue Code, the Law Against Discrimination of the state of Washington, the Washington Minimum Wage Act, the Washington Family Leave and Family Care Acts, Washington Paid Family Leave Act, Washington Paid Sick Leave Act, and the Washington Equal Pay Act, Coronavirus Relief, and Economic Security Act (and any amendments and extensions thereto), American Relief Act,

along with any and all claims arising out of any other federal or state laws, or regulations or common law relating to employment or employment discrimination. This release also specifically includes any and all claims for attorneys' fees and costs, along with any and all claims for consequential injuries or damages, whether KNOWN or UNKNOWN, anticipated or unanticipated, direct or indirect, fixed or contingent, related to or arising, directly or indirectly, out of any aspect of Employee's employment with or separation from Employer. The parties intend that this release shall fully discharge Employer to the maximum extent permitted by law.

5.2. It is understood and agreed by Employee that the nature, extent and results of the claims of Employee against Employer, or related persons or entities, hereby released may not now be known or anticipated, but Employee nevertheless desires to settle and compromise in full all possible claims against said Parties arising from any event, transaction, matter or cause occurring up to and including the date of this Agreement and from Employee's separation from employment with the City. The release provided for in this Agreement is not intended to and shall not apply to any claim, right, cause of action or demand that may arise after the date Employee executes this Agreement.

5.3. The consideration recited in this Agreement is the sole and only consideration of and for the release provided for in this Agreement, and no representations, promises, or inducements have been made with respect hereto other than as appear specifically herein.

6. This Section applies only if Employee is over the age of 40 at the time of separation.

6.1. Employee is not obligated to sign this Agreement. Employee represents and agrees that she has read and understands this Agreement and that she voluntarily and knowingly intends to be bound by its terms. Employee further acknowledges that she has been advised to consult with an attorney before signing it.

6.2. Employee has had at least twenty-one (21) days to decide whether to accept the terms of this Agreement. Employee understands that she may revoke and rescind acceptance of this Agreement within seven (7) calendar days of such acceptance. Employee understands that if Employee chooses to revoke and rescind this Agreement within the time period specified:

6.2.1. Employee shall give written notice of revocation and rescission of the same to the City;

6.2.2. This Agreement shall be revoked and rescinded upon receipt by the City of such notice;

6.2.3. All rights, duties, and obligations of the Parties hereto and under this Agreement shall, upon the revocation and rescission, become null and void and be of no further force and effect; and

6.2.4. Employee shall be immediately terminated and not paid the severance pay and other benefits set out in Paragraph 2 above.

6.3. Employee understands that the Agreement will not be effective until the seven (7) day revocation period has passed. Employee understands that her acceptance of the consideration stated above and her execution of this Agreement are intended to bar any and all disputes arising out of his employment with the City or termination thereof. Employee further understands that no officer, director, employee, volunteer, attorney or other agent of the City may change or alter this Agreement orally.

7. No presently existing claim, right, cause of action, or demand is reserved, and Employee expressly agrees that this release extends to and waives and releases any and all claims, damages, demands, costs, expenses, causes of action, and compensation of every kind and nature that Employee or her family members are entitled to or may be entitled to or has as a result of employment with or separation from the City.

8. Employee agrees she has not and will not file any lawsuit or complaint for damages against Employer and any other affiliated entities or entities in which Employer holds an interest, along with its respective elected officials, officers, insurers, employees, volunteers, agents, attorneys, and successors and assigns, concerning any claims released in this Agreement.

9. Employee agrees to cooperate reasonably and fully with the Employer and its respective elected officials, officers, agents, insurers, employees, volunteers, attorneys, successors or assigns in the Employer's prosecution or defense of any matter brought by or against the Employer or its respective, elected officials, officers, agents, insurers, employees, volunteers, attorneys, successors or assigns, about which she has any knowledge or expertise that was acquired in the course of her service to or employment with the Employer, or any action that is brought by reason of her acts or omissions, real or alleged, in connection with her service or employment with the Employer. The Employer shall pay for Employee's reasonable travel and witness fees in meeting her obligations under this paragraph.

10. Employer and Employee agree to act in good faith towards each other so as not to harm the reputation or business interests of either in any way, which obligation shall include, but is not limited to, a promise that the Parties will not disparage the services or reputation of each other.

11. It is expressly understood and agreed that Employer's action in seeking this release and agreement to pay the Employee severance pay does not in any way constitute an admission of liability or wrongdoing on the part of Employer, and any such liability or wrongdoing is expressly denied, and this Agreement is entered into solely to facilitate the separation of employment of

Employee from Employer and in compromise of any claims Employee may have or Employee may think, now or in the future, exist.

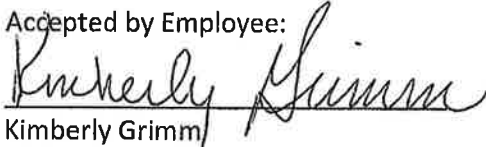
12. No waiver of the terms or other modification of this Agreement, including any covenant, condition or limitations herein contained, shall be valid unless in writing and duly executed by the party to be charged herewith. Upon execution of this Agreement, all previous agreements between the parties shall be revoked.

13. In the event a Party must contact an attorney to enforce this Agreement, or any portion thereof, the prevailing Party in such action shall be entitled to collect all reasonable costs and expenses including, but not limited to, reasonable attorney's fees as determined by the Court. The Parties agree that this Agreement shall be governed by the laws of the state of Washington and that venue for any action under this Agreement shall be in Yakima County.

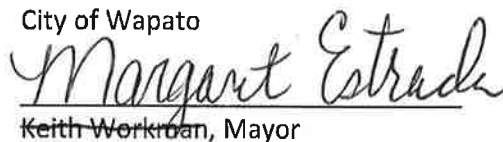
14. The Parties further agree that in the event a court shall adjudge any portion of this Agreement unenforceable, the remaining portions shall remain in full force and effect, that this Agreement contains the entire agreement between the Parties, and that there are no other understanding or terms, either express or implied, regarding severance, except as referenced herein.

15. EMPLOYEE AGREES THAT SHE HAS CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY, THAT NO PROMISE, INDUCEMENT, OR AGREEMENT NOT HEREIN EXPRESSED HAS BEEN MADE TO EMPLOYEE, THAT EMPLOYEE HAS BEEN ADVISED TO OBTAIN THE ADVICE OF AN ATTORNEY BEFORE SIGNING THIS AGREEMENT, THAT THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, THAT EMPLOYEE UNDERSTANDS ITS EFFECT, AND THAT EMPLOYEE IS VOLUNTARILY AND KNOWINGLY ACCEPTING AND SIGNING THIS AGREEMENT.

Dated as of the date of acceptance by Employee set forth below.

Accepted by Employee:  
  
Kimberly Grimm

Date: 1/11/2022

City of Wapato  
  
Keith Workman, Mayor

Date: 1/18/2022