

RETIREMENT-SEPARATION AND GENERAL RELEASE AGREEMENT

This Retirement-Separation and General Release Agreement ("Agreement") made this 14th day of October, 2021, by and between Keith Hurley, (the "Employee") and Yakima Regional Clean Air Agency (the "Employer") is a retirement-separation agreement which includes a general release of all claims.

In consideration of the covenants undertaken and the releases contained in this Agreement, the Employee and Employer agree as follows:

1. VOLUNTARY RETIREMENT-SEPARATION

Employee hereby agrees to his unconditional and irrevocable retirement-separation from any and all duties with Employer effective upon signing, by executing Exhibit "A" hereto. Employer accepts this retirement-separation which hereby terminates employee's employment effective immediately.

2. COMPENSATION AND BENEFITS

In consideration for Employee's voluntary retirement-separation, in addition to payment of his accrued annual leave, in the amount of \$11,076.00, and sick leave, in the amount of \$9,668.43, Employer agrees to pay employee's salary through November 15, 2021, and to pre-pay the Employee's health insurance coverage through December 31, 2021. Although Employee will be paid through November 15, 2021 he will not report to work during that time. Employee's salary for October and November shall be paid on the Employer's normal payroll cycle. Employer shall make all regular contributions toward Employee's retirement through November 15, 2021.

3. MUTUAL DENIAL OF ANY VIOLATION - AGREEMENT NOT EVIDENCE

Employer and Employee expressly mutually deny any violation of any of its contracts, policies, procedures, state or federal laws or regulations. Accordingly, while this Agreement resolves all issues between Employer and Employee relating to any alleged violation of Employer's contracts, policies or procedures or any state or federal law or regulation, this Agreement does not constitute an adjudication or finding on the merits and it is not, and shall not be construed as, an admission by Employer or Employee of any violation of its contracts, policies, procedures, state or federal laws or regulations. Moreover, neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of or an admission by Employer or Employee of any violation of its contracts, policies, procedures, state or federal laws or regulations. This Agreement may be introduced, however, in any proceeding to enforce the Agreement.

4. MUTUAL RELEASE AND DISCHARGE

Except for those obligations created by or arising out of this Agreement for which receipt or satisfaction has not been acknowledged herein, the Employee on behalf of himself and his descendants, ancestors, dependents, heirs, executors, administrators, assigns, and successors, and each of them, and Employer hereby mutually covenant not to sue each other and fully release and mutually discharge each other, including but not limited to, employee and his descendants, ancestors, dependents, heirs, executors, administrators, assigns, and successors, and each of them, and Employer and its trustees, directors, officers, agents, attorneys, insurers, employees, representatives, assigns, and successors, past and present, and each of them, hereinafter together and collectively referred to as "Mutual Releasees," with respect to and from any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, grievances, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which the Employee or Employer now owns or holds or has at any time heretofore owned or held as against said Releasees, arising out of or in any way connected with the Employee's employment relationship with Employer, or the termination of Employee's employment or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of said Releasees, or any of them, committed or omitted prior to the date of this Agreement, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Fair Labor Standards Act, RCW 41.56, RCW 49.60, RCW 51.48, severance pay, sick leave, holiday pay, vacation pay, overtime pay, life insurance, group medical insurance, continuing contract or any other fringe benefit of Employer or workers' compensation or disability claims.

5. COMPLETE AGREEMENT

This instrument constitutes and contains the entire agreement and understanding concerning the Employee's employment, voluntary resignation from the same and the other subject matters addressed herein between the parties, and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters hereof. This is an integrated document.

6. SEVERABILITY OF INVALID PROVISIONS

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

7. CHOICE OF LAW

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to principles of conflict of laws. Venue of any action to enforce the provisions of this Agreement shall lie in the Superior Court of Yakima County, Washington.

8. JOINT PREPARATION OF AGREEMENT

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

9. COUNTERPART EXECUTION--EFFECT--PHOTOCOPIES

This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

10. LITIGATION--COSTS AND EXPENSES

In the event of litigation in connection with or concerning the subject matter of this Agreement, each party shall be responsible to pay its own costs and expenses incurred by such party in connection therewith, including reasonable attorneys' fees.

11. POTENTIAL THIRD PARTY LITIGATION

In the event of any third-party litigation in which Employee and Employer are named as defendants, the parties hereto agree to fully cooperate in the defense of such matter.

12. CONFIDENTIALITY AND NONDISPARAGEMENT

Due to the fact that it is a public agency, the Employer makes no agreement regarding the confidentiality of this Agreement or the disclosure of the terms of this Agreement as required by law.

The Board of Directors for Employer and Employee further agree that they shall not engage in disparaging comments against each other.

However, the parties agree that this is a public document the disclosure of which is governed by applicable law.

13. WAIVER OF BREACH--EFFECT

No waiver of any breach of any term or provision to this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

14. FULL UNDERSTANDING AND VOLUNTARY ACCEPTANCE

Within seven (7) days after executing this agreement, Employee may revoke this agreement by delivering to Employer written notice of revocation. Further, this agreement shall not become effective or enforceable until said revocation period has expired.

Employee acknowledges being advised that he has up to twenty-one (21) days to consider this agreement, before signing it, and to review this agreement with an attorney. Employee further acknowledges that he fully understands the final and binding effect of this agreement, that he agrees to each and every one of the terms specified in this agreement, and acknowledges that this is the complete agreement between himself and Employer.

15. FURTHER EXECUTIONS

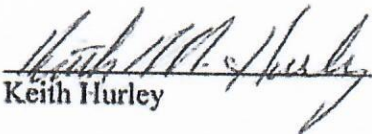
All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

16. HEADINGS NOT BINDING

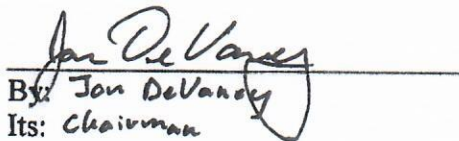
The use of headings in this Agreement is only for ease of reference and the headings have no affect and are not to be considered part of the terms of this Agreement.

IN WITNESS whereof the parties have executed this Agreement this ____ day of October, 2021.

EMPLOYEE:


Keith Hurley

**YAKIMA REGIONAL
CLEAN AIR AGENCY:**


By: Jon DeVandey
Its: Chairman