

RELEASE AND SETTLEMENT AGREEMENT

I. PARTIES

- 1.1 ARTHUR WEST, Plaintiff, referred to as "West" hereinafter.
- 1.2 ANGIE GIRARD, Plaintiff, referred to as "Girard" hereinafter.
- 1.3 AMANDA MCKINNEY, Defendant, referred to as "McKinney" hereinafter.
- 1.4 LaDON LINDE, Defendant, referred to as "Linde" hereinafter.
- 1.5 BOARD OF YAKIMA COUNTY COMMISSIONERS, Defendant, referred to as "BOCC" hereinafter.
- 1.6 YAKIMA COUNTY, Defendant, referred to as the "County" hereinafter.

II. RECITALS

2.1 West filed a complaint against various defendants in Yakima County Superior Court under Cause No. 21-2-00879-39. Girard filed a complaint against various defendants in Yakima County Superior Court under Cause No. 21-2-00768-39. Both complaints were later consolidated under Yakima County Superior Court Cause No. 21-2-00768-39, collectively referred to herein as the "Complaint." In the Complaint, West and Girard allege that McKinney, Linde, the BOCC and the County failed to comply with Washington State's Open Public Meetings Act, Chapter 42.30 RCW, (the "OPMA") on various occasions.

2.2 The parties desire to enter into this release and settlement agreement to provide for settlement and discharge of all claims against McKinney, Linde, the BOCC and the County.

NOW, THEREFORE, in mutual consideration of the covenants and conditions contained herein the parties agree as follows:

III. AGREEMENT

3.1 **Release and Discharge:** In consideration of the total payment of Thirty Thousand and No/100ths Dollars (\$30,000.00) to West, Twenty-five Thousand and No/100ths Dollars (\$25,000.00) to Girard, and Five Thousand and No/100ths Dollars (\$5,000.00) to Girard's attorney, the Law Office of Elizabeth Hallock, West and Girard forever release McKinney, Linde, the BOCC and the County and their respective marital communities, executors, administrators, personal representatives, heirs, agents, attorneys, officers, employees, volunteers, successors, and assigns from all claims and causes of action that may ever be asserted by West and/or Girard, their respective executors, administrators, successors, assigns, affiliates, employees, attorneys, or others, whether presently known or unknown, of any nature, arising out of any occurrence prior to the date of this agreement, including but not limited to claims for penalties, attorneys' fees, and any damages or any other form of relief.

3.2 **Payment Terms:** As soon as reasonably practicable after full execution and delivery of this release, the County shall send payment in the foregoing amounts to West at 120 State Avenue NE #1497, Olympia, Washington 98501, and Girard and her attorney at 420 S. 72nd Ave, Ste 435, Yakima, WA 98908. This settlement is the compromise of a disputed claim and McKinney, Linde, the BOCC and the County deny liability for this claim. The associated payments and agreements herein are not to be construed as any form of admission of liability on the part of McKinney, Linde, the BOCC or the County. This settlement is similarly not to be construed as a waiver of any existing claims against third parties.

3.3 **Other Terms:** McKinney and Linde agree that within sixty (60) days of full execution and delivery of this release, each shall complete a program of OPMA training for local

elected officials as promulgated by the Washington Attorney General's Office. Their performance of this covenant may be accomplished by remote means via the internet.

3.4 Warranty of Capacity to Execute Agreement: West and Girard warrant that other than the persons signing this release and bound by its terms, no other person or entity has or has had any interest in the claim or causes of action referred to in this release. West and Girard warrant that this release is enforceable in accordance with its terms and that they have the authority to execute this release. West and/or Girard shall defend, indemnify, and hold harmless McKinney, Linde, the BOCC and the County should any other persons claim to have any interest in the matters released or the claims described in this release or in the complaint.

3.5 Delivery of Dismissal With Prejudice: Concurrently with the execution of this release, West and Girard shall deliver to the Yakima County Prosecuting Attorney, Civil Division, an executed stipulation and order of dismissal with prejudice of the complaint in the form attached hereto as Exhibit A or as may otherwise be required by the Court to effectuate said dismissal. Said stipulation and order of dismissal with prejudice may be executed in parts. West and Girard hereby authorize the Yakima County Prosecuting Attorney, Civil Division, to file such stipulation and order of dismissal with the court and enter it as a matter of record at any time after the date of this agreement and without further notice.

3.6 Entire Agreement and Successors in Interest: This agreement contains the entire agreement between the parties hereto and their respective attorneys, agents, and assigns with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, attorneys, and assigns of each.

3.7 Full Release*: This settlement finally resolves all issues related to OPMA compliance to the date of the settlement as well as any issues related to the subject matter or processing of any pending records requests from the plaintiffs. The plaintiffs agree to withdraw all pending and/or unfulfilled requests for records made under the authority of the Washington Public Records Act as codified in RCW 42.56 to Yakima County.

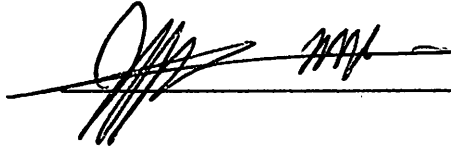
* The parties understand and acknowledge Girard expressly does not release her Constitutional claim against Yakima County concerning Ordinance 2021-1.

3.8 Non-Disparagement: The parties recognize that this settlement is entered into in good faith to resolve a dispute, and mutually agree to act in good faith to refrain from criticizing or disparaging each other with respect to the lawsuit that is the subject of this settlement agreement.

IN WITNESS WHEREOF, the parties have signed this agreement as set forth by the signatures appearing below.

AMANDA MCKINNEY

ARTHUR WEST

_____

Date: _____

Date: Sept 23, 2022

LaDON LINDE

ANGIE GIRARD

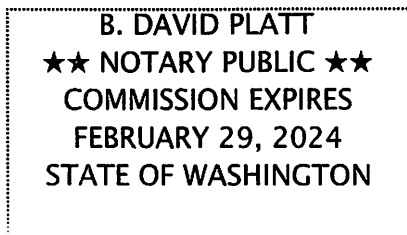
Date: _____

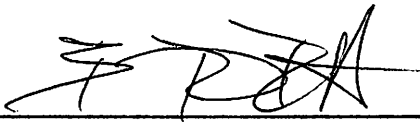
Date: _____

STATE OF WASHINGTON)
) ss
County of Thurston)

I certify that I know or have satisfactory evidence that ARTHUR WEST is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath and stated that he is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this agreement.

Dated: Sept 23 2022





NOTARY PUBLIC in and for the State of Washington
My Commission expires: 2-29-24

STATE OF WASHINGTON)
) ss
County of Yakima)

I certify that I know or have satisfactory evidence that ANGIE GIRARD is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath and stated that she is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this agreement.

Dated: _____

NOTARY PUBLIC in and for the State of Washington
My Commission expires: _____

STATE OF WASHINGTON)
) ss
County of Yakima)

I certify that I know or have satisfactory evidence that AMANDA McKINNEY is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath and stated that she is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this agreement.

Dated: _____

NOTARY PUBLIC in and for the State of Washington
My Commission expires: _____

STATE OF WASHINGTON)
) ss
County of Yakima)

I certify that I know or have satisfactory evidence that LaDON LINDE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath and stated that he is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this agreement.

Dated: _____

NOTARY PUBLIC in and for the State of Washington
My Commission expires: _____

ATTEST:

Amanda McKinney, Chair

Julie Lawrence, Clerk of the Board

Ron Anderson, Commissioner

Approved as to Form and Content:

Deputy Prosecuting Attorney
Attorney for Yakima County and
Yakima Board of County Commissioners

LaDon Linde, Commissioner
*Constituting the Board County Commissioners
for Yakima County, Washington*