



SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement ("Agreement") is entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("Employer") and Eric Durpos ("Employee").

WHEREAS, Employee has decided to resign from employment with the Employer; and

WHEREAS, the parties desire to agree on the following terms and conditions regarding Employee's resignation.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth below, the sufficiency of such consideration being expressly acknowledged by the parties, the Employer and Employee do hereby agree as follows:

1. **Agreement to Resign.** The parties agree Employee's employment with the City will end effective February 3, 2022 (also known as the Separation Date). Execution of the Agreement by Employee shall constitute his notice of resignation which cannot be rescinded. Employee understands that after this Agreement is signed, he will not return to work for the City in any capacity.
2. **Paid Time Off Cashout.** The Employer shall pay Employee the value of the following leave balances minus required withholdings: 249.98 hours of vacation leave, 80 hours of management leave, 16 hours of floating holidays, and Employee's remaining balance of sick leave hours on the Separation Date.
3. **Health Insurance.** In accordance with federal law (COBRA), Employee may elect continuing medical, dental and vision benefits under the City's current health insurance policies for 18 months following the Separation Date ("COBRA benefits"); COBRA continuation coverage is at the covered individual's expense. Employee will receive detailed information regarding their COBRA entitlements separate from this Agreement, as those entitlements are as provided by law and are in no way dependent on this Agreement. Employee will also have the opportunity to review healthcare options in the marketplace.

Pursuant to this Agreement, the City will provide additional compensation to



Employee equivalent to the value of two months of COBRA coverage at Employee's current benefit election level. This additional compensation will allow Employee to review their healthcare options and make the decision whether to elect COBRA or pursue another option in the marketplace. The City shall not be obligated to provide this additional compensation unless and until Employee has returned the executed Agreement to the City, and the Revocation Period specified in Paragraph 6 below has expired.

4. Unemployment. The Employer agrees to not challenge nor interfere with Employee's claim for unemployment benefits should Employee file for such benefits. This does not constitute a guarantee of unemployment benefits as any decision on receipt of such benefits will be made by the Washington State Employment Security Department. Employer acknowledges that Employee, in applying for benefits, shall state he resigned. Employee acknowledges Employer must respond truthfully to requests for information made by the Washington State Employment Security Department.

5. Reference. Employer agrees that it will provide a neutral reference to any prospective employers who seek information in regards to Employee. The neutral reference shall be limited to confirmation of Employee's length of service with Employer and the position held while employed, unless a Release signed by Employee permits disclosure of additional information. All requests for references should be directed to the Human Resources Director or designee.

6. Review and Revocation. Employee acknowledges that pursuant to applicable law, he has been offered the opportunity to carefully review a copy of this Agreement for a period of twenty-one (21) days (the "Review Period") commencing the date of his receipt of this Agreement, and the parties have agreed that changes to this Agreement during the Review Period, whether material or immaterial, shall not restart the running of the 21-day Review Period. Employee further acknowledges the Employer encouraged Employee at the beginning of the Review Period (in this Agreement) to consult with an attorney concerning the terms and conditions of this Agreement, including without limitation the release and waiver of claims set forth in this Agreement. The parties agree Employee shall have seven (7) calendar days (the "Revocation Period") following the date on which Employee signs this Agreement to revoke his acceptance of the Agreement and the release set forth in this Agreement. This Agreement shall become effective on the eighth day after Employee has signed



this Agreement, provided Employee has not revoked his acceptance ("Effective Date").

7.a. Release. Employee understands his rights and obligations under applicable law and agrees, on behalf of himself, his heirs, executors, successors and assigns, to release (i.e., give up) all known and unknown claims Employee currently has against Employer and any of its current and former employees, elected officials, volunteers, agents, and representatives (collectively referred to as the "Released Parties"), except claims that the law does not permit Employee to waive by signing this Agreement. Employee understands and agrees this release includes, but is not limited to, any and all claims or causes of action arising under: (1) any federal, state, or local law relating to employment discrimination based on race, color, national origin, sex, marital status, age (including the Age Discrimination in Employment Act) or disability (2) any federal, state, or local law relating to employment or termination rights and/or benefits; and (3) any other basis for legal or equitable relief whether based on express or implied contract, tort, common law, constitution, civil service rule, public records act, public policy, statute or other legal or equitable ground. Employee further acknowledges his separation from employment is permanent and agrees he will not apply for future employment with Employer. Employee understands he is not waiving claims arising from events occurring after the date of this Agreement.

7.b. ADEA Claims Expressly Released; Indemnification, Defense and Hold Harmless. Employee further understands and acknowledges that Employee's Claims that are hereby released, waived and discharged include, without limitation, any claims Employee may have for age discrimination under the Age Discrimination in Employment Act of 1967, Chapter 14 of Title 29 of the United States Code, as amended by the Older Workers Benefit Protection Act and any subsequent amendments, 29 U.S.C. §§621-634 ("ADEA"). This waiver, release and discharge of Employee's Claims do not apply to any rights or claims that may arise after the date the waiver is executed. Employee further agrees to indemnify and defend the City and hold the City harmless from any Employee's Claims that arise under the ADEA.

8. Continuing Rights. Nothing in this Agreement shall be construed to prohibit Employee from filing a charge with, reporting potential violations of law to, or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or a comparable state or local agency, or to any other federal or state agency responsible for enforcement of the law provided; however, Employee hereby waives and releases his right to recover any form of personal relief from the



Released Parties.

9. Other Claims. Employee represents Employee has no pending complaints, charges, lawsuits or claims against the Released Parties with any governmental agency or any court, and that Employee has not assigned to any third party any potential claims, complaints, charges, lawsuits, or claims against the Released Parties.

10. Return of Materials. On or before the Separation Date, Employee agrees to return all Employer property in Employee's possession or control including but not limited to any equipment, logo items, identification documents, credit cards, fuel cards, keys (both electronic and physical), laptops, tablets, cell phones, business records, public records, computer drives, thumb drives, as well as any confidential data, documents, and materials in any form or media belonging to Employer. Employee further agrees to provide the Employer with all of Employee's usernames and passwords to all Employer accounts.

11. No Admission. Employee acknowledges this Agreement is not an admission of liability or wrongdoing by the Released Parties. Employer acknowledges that this Agreement is not an admission of wrongdoing or liability by the Employee. Employee agrees neither he nor his attorneys will characterize or represent the terms of this Agreement as an admission of liability or wrongdoing to any third party.

12. Complete Agreement. This Agreement constitutes a full and final resolution of all matters in any way related to Employee's employment with and separation from Employer and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The parties agree that no changes to this Agreement are valid unless in writing and signed by the parties. Employee represents that in entering into this Agreement, he does not rely on any statements by the Employer or any of its employees or agents except what is stated in this Agreement.

13. Severability. If any part of this Agreement is found to be unenforceable (with the exception of the release contained in Paragraph 5), the remainder of this Agreement will remain fully valid and enforceable. To the extent any terms of this Agreement are called into question, all provisions shall be interpreted in a manner that would make them consistent with current law.

14. Choice of Law and Venue. This Agreement shall be construed and enforced in




accordance with, and governed by, the laws of the State of Washington. In the event legal proceedings are required to enforce this Agreement, the venue for any legal proceedings shall be in the Superior Court for Snohomish County, WA.

15. Voluntary Execution. Employee acknowledges he has read, considered, and fully understands this Agreement and all its terms, and executes it freely and voluntarily. This Agreement is effective when signed by both parties.

16. Attorney's Fees. In the event any party signatory to this Separation and Release Agreement is required to initiate litigation or other legal action to enforce or interpret its terms, such party, to the extent it is the prevailing party, shall be entitled to recover from any other against whom enforcement is sought, in addition to statutory costs, such sums as any court or arbitrator may judge as reasonable for attorney fees in such arbitration, mediation, suit, action or appeal thereof.


IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below:

Employee



Eric Durpos (Jan 26, 2022 15:52 PST)
Eric Durpos, Employee

Jan 26, 2022
Date

City of Lake Stevens


Gene Brazel (Jan 26, 2022 15:53 PST)
Gene Brazel, City Administrator

Jan 26, 2022
Date


Greg Rubstello (Jan 27, 2022 08:53 PST)
Greg Rubstello, City Attorney

Jan 27, 2022
Date











Durpos, Eric SEPARATION AND RELEASE AGREEMENT - Final

Final Audit Report

2022-01-27

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✔ Agreement completed.

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