

ORIGINAL

RESOLUTION 2012 - 12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYSIDE, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE A SETTLEMENT AND RELEASE AGREEMENT
WITH ANGELA CANDIDO AND TEAMSTERS LOCAL UNION #760**

WHEREAS, the City of Sunnyside, Angela Candido and Teamsters Local Union #760 have agreed upon terms set forth in the Settlement and Release Agreement attached hereto as Exhibit A; and

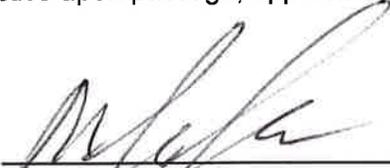
WHEREAS, the City Council finds and determines that authorizing the City Manager to execute said Settlement and Release Agreement is in the best interest of the residents of the City of Sunnyside and will promote the general health, safety and welfare;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, AS FOLLOWS:

Section 1. That the City Council hereby approves the Settlement and Release Agreement attached hereto as Exhibit A and the City Manager is hereby authorized to execute such agreement for and on behalf of the City of Sunnyside and to take all actions reasonable and necessary to administer performance of such agreement.

Section 2. That this resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 23rd day of January, 2012.



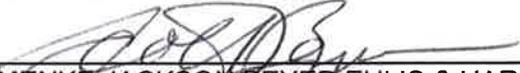
MIKE FARMER, MAYOR

ATTEST:



DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys for the City of Sunnyside

SETTLEMENT AND RELEASE AGREEMENT

This Agreement is entered into between the City of Sunnyside, hereinafter referred to as "the Employer," Angela Candido, hereinafter referred to as "the Employee," and the Teamsters Local Union #760, hereinafter referred to as the "the Union," for the purpose of resolving any and all issues arising out the employment of Angela Candido during the time period from May 2010 to August 2010. The parties have resolved their differences according to the terms and conditions of this Agreement, the considerations of which are mutually acknowledged.

The undersigned parties hereby agree as follows:

1. WITHDRAWAL OF GRIEVANCES AND CLAIMS

The Employee and the Union hereby waive and withdraw any and all grievances and claims arising out of or in any way related to the Employee's employment during the time period from May 2010 to August 2010, including, but not limited to claims arising under the Collective Bargaining Agreement, the Americans With Disabilities Act, the Washington Law Against Discrimination (Chapter 49.60 RCW), claims for retaliation, back or front pay, overtime pay and attorney's fees, including claims under the Fair Labor Standards Act, the Washington Minimum Wage Act, and the Washington Wage Rebate Act.

2. WAIVER TO CLAIMS

The Union and the Employee, having the full benefit of independent counsel, hereby waive any and all grievances and claims arising out of or in any way related to the Employee's employment during the months of May 2010 to August 2010. By entering into this Agreement, the Union and the Employee expressly agree that the Union and the Employee, inclusive of the Employee's heirs and assigns, and her attorney(s), shall forever be precluded from alleging in any future or existing

action of any type that the Employee was denied wages, including overtime wages, due and owing to the Employee under the Collective Bargaining Agreement, the Fair Labor Standards Act, or the Washington Wage Rebate Act between May 2010 and August 2010. The Union and the Employee shall further forever be precluded from alleging in any future or existing action any claims against the City under the Americans with Disabilities Act and the Washington Law Against Discrimination (Chapter 49.60 RCW) arising or continuing between May 2010 and August 2010.

3. CONSIDERATION TO EMPLOYEE

As consideration for the withdrawal and the waivers of grievances and claims as described above, the Employer shall tender to the Employee an amount of \$690.87. The parties have mutually agreed upon the methodology of calculations to arrive at this sum and this sum represents the agreed-upon amount of wages allegedly due and owing during the time period between May 2010 and August 2010.

4. DENIAL OF ANY VIOLATION - AGREEMENT NOT EVIDENCE

While this Agreement resolves all issues between the Employer, the Union and the Employee relating to the Employee's employment and the Collective Bargaining Agreement, 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 the Employer of any violations. Neither this Agreement nor anything in this Agreement shall be construed to be nor shall be admissible in any proceeding as evidence of or an admission by the Employer of any violations of the Collective Bargaining Agreement, policies, procedures, state and/or federal laws or regulations. This Agreement may be introduced, however, in any proceeding to enforce the terms and conditions of this Agreement.

5. GENERAL RELEASE AND DISCHARGE

The Employee, on behalf of herself, her marital community and her assigns and successors hereby agrees not to sue and fully releases and discharges the Employer and its elected officials, officers, agents, attorneys, insurers, employees and representatives, hereinafter collectively referred to as "Releasee," from any and all claims, grievances, wage issues, demands, rights, lawsuits, obligations, EEOC claims, Washington Human Rights Commission claims, costs, attorneys' fees, damages, and liabilities, whether now known or unknown, which the Employee now owns or holds, arising out of or in any way connected with the Employee's employment relationship with the Employer, or any occurrences, acts or omissions on the part of said Releasee, or any of them, committed or omitted prior to the date of this Agreement.

The Employer hereby agrees not to sue and fully releases and discharges the Employee and her successors from any and all claims, demands, rights, lawsuits, obligations, costs, attorneys' fees, damages, and liabilities, whether now known or unknown, which the Employer now owns or holds against the Employee, arising out of or in any way connected with the Employer's employment relationship with the Employee during the time period between May 2010 and August 2010.

6. COMPLETE AGREEMENT

This instrument constitutes and contains the entire agreement and understanding concerning the Employee's employment, 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.

7. 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.

8. 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 shall lie in Yakima County, Washington.

9. 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.

**10. 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.

11. LITIGATION -- COSTS AND EXPENSES

In the event of litigation in connection with or concerning the subject matter of this Agreement, each party shall be solely responsible for their own attorneys fees, costs and expenses incurred by such party in connection therewith.

12. 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.

13. FULL UNDERSTANDING AND VOLUNTARY ACCEPTANCE

The Union and the Employee acknowledge that the Employee fully understands the final and binding effect of this agreement and the Employee agrees to each and every one of the terms specified in this agreement, and acknowledges that this is the complete agreement between herself and the Employer.

14. 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.

IN WITNESS whereof, the parties have executed this Agreement this ____ day of _____, 2012.

DATED this _____ day January, 2012.

Angela Candido:

City of Sunnyside:

BY: _____

ITS: _____

TEAMSTERS LOCAL UNION #760:

EXHIBIT "A"

BY: _____
ITS: _____