

1 **SEPARATION AND RELEASE AGREEMENT**

2 Arthur Ceniza ("Employee") and CITY OF LYNNWOOD, a Washington municipal  
3 corporation ("Employer"), hereby agree as follows:

4 A. Employer employs Employee as Assistant City Administrator for the Employer.

5 B. The parties desire to ensure an amicable end to their employment relationship, to  
6 effectuate a smooth and effective transition into retirement and to settle fully and finally all matters or  
7 potential claims relating to or arising from Employee's employment with Employer.

8 NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as  
9 follows:

10 1. Separation of Employment. Employee's last date of employment with Employer shall  
11 be through close of business Friday, August 5, 2022, after which the parties' employment relationship  
12 shall terminate (the "Separation Date").

13 2. Accrued Wages and Benefits. Employee shall be paid Employee's regular wages  
14 earned through the Separation Date ("Accrued Wages"), which shall be calculated at Employee's  
15 regular rate of pay and based upon Employee's normal work schedule, in accordance with the City's  
16 normal payroll process (the "Accrued Wages") characterized as a Retirement from City Service.  
17 Additionally, Employee shall be paid Employee's unused leave benefits, including vacation leave, sick  
18 leave, and floating holiday, accrued through the Separation Date per Employer policy regarding  
19 Retirement. Employee's estimated accrued leave balances as of the Separation Date are:  
20 approximately 415 hours of vacation leave and approximately 950 hours of sick leave. The Accrued  
21 Benefits shall be computed and finalized as of the Separation Date and shall reflect any hours of leave  
22 used by Employee prior to the Separation Date and relevant cash-out provisions relate to retirement.  
23 The Accrued Wages and Accrued Benefits shall be paid to Employee at the end of the next regularly-  
24 scheduled payroll period following the Separation Date, in accordance with Employer's normal payroll

25 policies and practices. The normal payroll and withholding taxes shall be deducted from the Accrued  
26 Wages and Accrued Benefits. The Employer's payroll calendar is attached for reference.

27 3. Severance Pay. In exchange for the employee's employment ending on the separation  
28 date and as further consideration for the promises and agreements contained in this Separation and  
29 Release Agreement, the Employer will pay to Employee, as "Severance Pay," an amount equal to 24  
30 weeks of Employee's regular compensation inclusive of longevity pay. The gross amount of Severance  
31 Pay is \$81,866.68 and normal payroll and withholding taxes shall be deducted from the Severance Pay.

32 4. COBRA Reimbursement. Employee acknowledges that Employee's group insurance  
33 benefits will terminate on the last date of the month of Employee's termination, August 2022.  
34 Employee has certain rights to continue group health insurance benefits for a limited time after the  
35 termination date, pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985  
36 ("COBRA"). In reliance on Employee's voluntary representations and releases in this Agreement and  
37 Employee's commitment to assisting Employer in effectuating a smooth transition of Employee's  
38 responsibilities, and as further consideration for all of the promises and agreements of every sort herein  
39 made by Employee, Employer shall pay directly to its plan administrator the cost of Employee's  
40 premiums (Employee only) for the continued COBRA coverage (including medical, dental and vision),  
41 consistent with Employee only coverage, in the amount of \$3,696.68, for September 2022 through  
42 December (the "Health Care Benefits").

43 Employer's obligations to pay the Health Care Benefits or any installment thereof is expressly  
44 conditioned and contingent the following: (i) Employee timely elects continued COBRA coverage via  
45 the forms to be provided by Employer's plan administrator; (ii) Employee does not revoke acceptance  
46 of this Agreement pursuant to Paragraph 15 below; and (iii) Employee remains eligible for, and utilizes,  
47 such continued COBRA coverage. If at any time Employee discontinues continued coverage under  
48 COBRA, Employer's obligation to make the COBRA Payments shall immediately and automatically  
49 terminate and Employee shall have no right or claim to any cash equivalent of the COBRA Payments

50 or any installment thereof. Employee shall notify Employer within five (5) business days of any event  
51 which disqualifies Employee from receiving continued COBRA coverage, in which case Employer  
52 shall have no further obligation under this Paragraph 4.

53 If any premium for the Health Care Benefits becomes due and owing prior to Employee's  
54 execution of this Agreement and/or the Revocation Date set forth in Paragraph 14 below, Employee  
55 shall pay the premium, and Employer shall reimburse Employee directly for any premium payments  
56 made by Employee. Any additional Health Care Benefits owing to Employee thereafter shall be made  
57 by Employer directly to the plan administrator.

58 5. No Additional Compensation or Benefits. Employee agrees that, except for the  
59 Accrued Wages, Accrued Benefits, Severance Pay, and Health Care Benefits as provided for in this  
60 Agreement, Employee is not entitled to receive, and will not claim any bonuses, commissions, benefits,  
61 compensation, sick leave, vacation leave, compensatory time, other leave benefits, profit sharing or  
62 any other rights or damages.

63 6. Release and Waiver of Claims. As part of the consideration for Employer's promises  
64 and covenants set forth in this Agreement, including but not limited to paying Employee Health Care  
65 Benefits, Employee agrees to, and by signing this Agreement does, forever waive and release Employer  
66 and its related entities, officers, directors, employees, agents, representatives, successors and assigns  
67 (collectively, "Released Parties") from all known and unknown claims, complaints or damages which  
68 Employee ever had, now has, or may claim to have as of the time Employee signs this Agreement,  
69 including, without limiting the generality of the foregoing, any claim regarding any aspect of  
70 Employee's employment or the termination thereof, and any claim or cause of action under any federal,  
71 state or local labor law or regulation. Specifically included in this agreement to release, discharge and  
72 hold harmless are all contract claims, tort claims, employment claims and any other claims including  
73 but not limited to, those arising under the Fair Labor Standards Act, Employment Retirement Income  
74 Security Act of 1974, Civil Rights Acts of 1866, 1964 and 1991, as amended, Rehabilitation Act of

75 1973, Equal Pay Act of 1963, Americans With Disabilities Act, Age Discrimination in Employment  
76 Act of 1967 (“ADEA”), Older Workers Benefit Protection Act, Federal Family and Medical Leave  
77 Act, Washington State Fair Employment Practices Act, Washington State Laws Against  
78 Discrimination, Washington Family Care Act, Washington Family Leave Act and any other federal,  
79 state or local laws, regulations, ordinances, or common law theories of recovery (the “Claims”).

80 For purposes of the release and waivers set forth in this Paragraph 6, Employee acknowledges  
81 and agrees that Employee’s separation from the City, and the termination of the parties’ employment  
82 relationship, is not an event occurring after the date Employee signs this Agreement, in as much as  
83 Employee and Employer have agreed to the separation in advance of signing this Agreement and  
84 Employee has signed this Agreement with knowledge, and in anticipation, of the termination of the  
85 employment relationship. Employee may, at Employee’s option, sign this Agreement prior to the  
86 Separation Date for purposes of commencing the Revocation Period. In such case, Employee shall,  
87 upon Employer’s request, ratify and affirm Employee’s acceptance of this Agreement by re-signing it  
88 as of the Separation Date, although this ratification shall not serve to recommence or extend the  
89 Revocation Period, which shall be measured as of the date Employee first accepted and signed this  
90 Agreement.

91 7. Future Lawsuits or Actions Involving Claims. Employee represents that Employee has  
92 no pending complaints, charges or other lawsuits against Employer or any Released Party, and that  
93 Employee will not at any time in the future file or maintain any lawsuit in court or arbitration or other  
94 claims for personal relief concerning any of the Claims released in this Agreement; provided, that this  
95 provision will not apply to any action challenging the validity of the release and waiver set forth in this  
96 Agreement under the Older Workers’ Benefit Protection Act, as applicable. In addition, the foregoing  
97 does not affect any right to file an administrative charge with the Equal Employment Opportunity  
98 Commission subject to the restriction that if any such charge is filed, Employee agrees not to seek or

99 in any way obtain or accept any monetary award, recovery, settlement or relief in connection with any  
100 such charge.

101 8. Return of Employer Property Employee represents and warrants that Employee has  
102 left, or will leave, with Employer, as appropriate, any and all documents, computer and computer-  
103 related hardware and software items, passwords, disks, customer lists, business cards, credit cards,  
104 Employer identification, financial and business and all other materials, equipment or other things in  
105 Employee's possession, custody or control that were produced or received by Employee during  
106 Employee's employment with Employer relating to Employer's business or that otherwise are the  
107 property of Employer.

108 9. Reference Inquiries. Employer agrees that it will respond to any reference inquiries  
109 relating to Employee's employment by confirming that Employee's employment ended August 5,  
110 2022, and by advising the person making the reference inquiry that it is Employer's policy to confirm  
111 the dates of Employee's employment, the position last held by Employee, and Employee's rate of pay  
112 at the time of employment termination.

113 10. Future Employment with the City. Employee agrees that, as a condition to receiving  
114 the Severance Pay, and Health Care Benefits, Employee shall not be eligible for, and shall not apply  
115 for or seek, future employment with the City of Lynnwood.

116 11. Voluntary Agreement. Employee represents to Employer that Employee is signing this  
117 Agreement voluntarily and with a full understanding of agreement with its terms, for the purpose of  
118 receiving the Severance Pay, and Health Care Benefits, which consideration is beyond that provided  
119 by normal policy of Employer. Employee understands and agrees that Employee is waiving legal  
120 rights by signing this Agreement.

121 12. No Admission of Fault or Wrongdoing. This Agreement shall not be construed as an  
122 admission by Employer of any liability to Employee, breach of any agreement between Employer and  
123 Employee, or violation by Employer of any statute or regulation.

124 13. Governing Law. The parties agree that Washington state law shall govern the validity  
125 and interpretation of this Agreement. Venue for any dispute arising under this Agreement shall be  
126 Snohomish County, Washington.

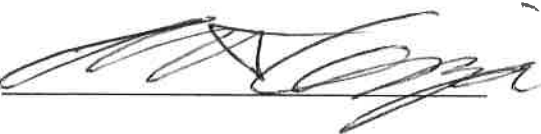
127 14. Entire Agreement. This Agreement constitutes the entire understanding of the parties  
128 and fully supersedes any and all prior agreements or understandings on the subjects covered.

129 15. Consideration and Revocation Periods. Employee has been informed of the right to a  
130 period of forty-five (45) days to fully consider the terms and effect of this Agreement (the  
131 "Consideration Period"). Knowing such, Employee has determined to proceed with this Agreement  
132 and accept it as of the date identified as such and noted below by Employee's signature. In addition,  
133 however, Employee has also been informed and understands that Employee has the right to an  
134 additional seven (7) days following execution hereof to revoke this Agreement (the "Revocation  
135 Period").


136 Any revocation by employee must be in writing and delivered to Employer at the following  
137 address: Attention: Human Resources Director, Lynnwood City Hall, 19100 44<sup>th</sup> Avenue West,  
138 Lynnwood, Washington 98036-5008. No payments shall be made pursuant to this Agreement, except  
139 for the Accrued Wages and Accrued Benefits, until the Revocation Period has expired. If Employee  
140 revokes this Agreement during the Revocation Period, no Severance Pay or Health Benefits shall be  
141 paid. To the extent that Employer has advanced any Health Benefits to Employee pursuant to  
142 Paragraph 4 above, Employee agrees to reimburse Employer the advanced amount within five (5)  
143 business days of Employee's revocation of this Agreement.

144 16. EMPLOYEE IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO  
145 EXECUTING THIS RELEASE. EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS BEEN  
146 GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF EMPLOYEE'S  
147 CHOICE BEFORE EXECUTING THIS AGREEMENT.

148  
149 **EMPLOYEE:**


150  
151  
152 By: 

**EMPLOYER:**

By: 

153 Name: Arthur Ceniza  
154 Assistant City Administrator  
155  
156 Date: JUNE 30, 2022  
157

Name: Christine Frizzell  
Mayor  
Date: 7/1/2022

158  
159 *Ratified and Re-affirmed by Employee:*  
160  
161   
162  
163 Date: JUNE 30, 2022  
164

## 2022

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					31	1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
July - 3 Paydays							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
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17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
October							November							December - 3 Paydays						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

Pay Day	Pay Period Ending	Holiday	Timecards Due Early	Because of Monday Holiday - All Timecards (ESS & Deputy) are due by <b>Sunday 5:00pm - No later</b>
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**NOTE: ESS and Deputy Timecards due to Payroll by 9:00am on the Monday after Pay Period Ending Day WITH EXCEPTION OF BLUE HOLIDAYS**