

## **SEVERANCE AGREEMENT AND RELEASE**

This Severance Agreement and Release ("Agreement") made this 3<sup>rd</sup> day of May, 2021, is made and entered into between Kyle Richard ("Richard"), the City of Washington, Illinois ("the City"), and Great Plains Laborers District Council, Local 231 ("the Union").

WHEREAS, Richard's employment with the City was terminated on July 24, 2020; and

WHEREAS, there is currently pending a grievance filed by Richard on July 29, 2020 regarding the City's termination of Richard, alleging a breach of the collective bargaining agreement under which he was employed, seeking his reinstatement and back pay; and

WHEREAS, the Union, Richard's authorized bargaining representative, has filed for arbitration of the grievance pursuant to the terms of the collective bargaining agreement between the Union and the City;

WHEREAS, the City has denied liability and has defended the grievance; and

WHEREAS, to avoid further litigation expense and the uncertainty inherent to all parties in any legal proceeding, the parties to this Agreement desire to forever resolve and compromise all claims asserted or which could have been asserted by Richard against the City and the Union from the beginning of time through the Effective Date of this Agreement, with prejudice, upon the terms set forth below;

NOW THEREFORE, in consideration of the premises and the promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Payments. The City agrees to pay Richard the gross amount of Thirty-Five Thousand Dollars (\$35,000), minus any required tax withholdings which will be at a rate of seven percent (7%) of gross for federal and four point ninety five percent (4.95%) of gross for state.

2. Withdrawal of Grievance. Richard hereby withdraws the grievance filed by him on July 29, 2020. The Union hereby withdraws its request for arbitration of the grievance filed by Richard on July 29, 2020.

3. Waiver of Reinstatement and Future Employment. Richard waives all rights to reinstatement with the City, agrees that he shall not seek future employment with the City and agrees that he has no right to be considered for future employment by the City.

4. Release by Richard against the City and Union. Richard, to the fullest extent allowed by law hereby irrevocably and unconditionally releases, acquits, and forever discharges the City and the Union, and each of their agents, insurers, directors, board members, officers, employees, representatives, attorneys, and all persons acting by, through, under, or in concert with any of them (collectively Releasees), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes or action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred)

of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, claims arising under federal, state, or local laws prohibiting employment discrimination or unlawful termination, claims growing out of or arising under any legal restrictions on the City's right to terminate its employees, claims against the Union for breach of duty of fair representation, and any other legal claim which Employee now has, owns or holds, or claims to have, own or hold, or which Employee at any time heretofore had, owned or held, or claimed to have, own or hold, against each or any of the Releasees.

To the fullest extent allowed by law, Richard hereby waives his right to, and warrants, that he will not accept, any relief or recovery, including costs, expenses and attorney fees, as a result of or in connection with a complaint, charge or lawsuit against Releasees, considered by any federal, state or local court or administrative agency with respect to any claim, cause of action or demand hereby released by him/her pursuant to this Agreement.

5. Dismissal of Actions. Within ten (10) days of the execution of this Agreement, Richard agrees to dismiss any lawsuit pending against the City and/or the Union.

6. Confidentiality. Each party shall to the greatest extent permitted by law (and shall cause its attorneys and agents to) keep the terms of this Agreement strictly confidential and shall not directly or indirectly disclose, divulge or reveal any of the same to anyone else, except: (i) a Richard may disclose the fact and terms of this Agreement to his spouse on a confidential basis, in which case Richard's spouse shall agree prior to such disclosure to be subject to the same restrictions on confidentiality; (ii) Richard may discuss the facts and terms of this Agreement with his attorney(s), accountant(s) and financial advisor(s) on a confidential and a privileged basis; (iii) a party may refer to this Agreement and any of its terms in a suit to enforce or for breach of this Agreement; (iv) a party may discuss the facts and terms of this Agreement with the Internal Revenue Service or similar governmental agency where required to comply with a legal duty or as required by law; (v) if asked, Richard may advise others solely that he has settled the Action and that it is no longer pending as to him; (vi) a party may testify truthfully under oath in response to a lawful subpoena; (vii) a party may discuss the facts and terms of the Agreement with their governing body and will may discuss its terms consistent with any obligations under laws; and (viii) disclosure may be made as required by the Freedom of Information Act or other applicable law as it now applies or may later apply to the City.

7. Non-Admission. Richard understands and agrees that the settlement of the grievance and all agreements made under the provisions in this Agreement are made for the purpose of settlement and compromise only, to avoid the cost and expense, uncertainty and time associated with further litigation, and without any admission by the City as to fault, liability or wrongdoing, all of which are expressly denied.

8. Governing Law. This Agreement shall be governed by and construed and interpreted according to the laws of the State of Illinois. The parties agree that the venue for any lawsuit brought to enforce the terms of this Agreement or for breach of the Agreement will be Tazewell County.

9. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter and supersedes all prior oral or written communications or



agreements between the parties on such subject matter. Neither this Agreement, nor any of its terms, may be changed, waived or added to except in writing signed by all parties. This Agreement is binding upon and inures to the benefit of the administrators, personal representatives, legatees, heirs, successors and assigns of the parties. In the event that any part of this Agreement is determined to be unenforceable by a court of competent jurisdiction, the remaining parts of the Agreement will be enforceable.

10. Representations. Richard represents that he (i) has read this entire Agreement and understands its terms; (ii) has been given a reasonable and adequate period of time to consider the Agreement before signing it; (iii) fully understands the terms and effects of this Agreement; (iv) fully understands his rights to discuss all aspects of this Agreement with an attorney of his choice prior to executing this Agreement; (v) is voluntarily executing this Agreement of his own free act and deed for the purpose of inducing the benefits referred to in this Agreement; and (vi) no payment or consideration has been promised to him for entering into and signing this Agreement which is not specified in this Agreement.

11. Execution of Agreement. This Settlement Agreement and Release may be executed in counterparts (including counterparts transmitted by facsimile or electronic mail) and each part, when executed, shall have the efficacy of an original.

**IN WITNESS WHEREOF**, the parties have executed this Severance Agreement and Release as of the day and year first above written.

**City of Washington, Illinois**

BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

**City of Washington, Illinois**

BY: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

**Great Plains Laborers District Council,  
Local 231**

BY: Robert K. Schirre

4-30-2021  
DATE

**Kyle Richard**

BY: Kyle Richard

4-29-21  
DATE