

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This general release and settlement agreement ("Agreement") is made by and between Maria del Rayo Mendoza Garcia (the "Releasor") and Okanogan County, Washington, and Tammi Denney (collectively the "County").

In consideration of the covenants undertaken and the releases contained in this Agreement, the Releasor and the County agree as follows:

1. SETTLEMENT SUBJECTS

The Releasor agrees to a settlement of all matters arising out of or related to the Releasor's complaint dated on or about October 9, 2019, in United States District Court for the Eastern District of Washington as cause no. 2:19-cv-340-SMJ, and all matters, events, occurrences, and actions and omissions set forth or described therein or which might or could have been set forth or described therein.

The Releasor also agrees to settle and release, pursuant to the terms of this Agreement, all disputes known and unknown, past, present, and future, to the fullest extent the law permits, arising out of or related in any way to the subject matter identified above and in said claim and lawsuit.

Collectively, the matters set forth above are referred to hereafter as the "Settlement Subjects."

2. COMPENSATION AND CONSIDERATION

The Releasor hereby accepts payment by the County as a compromise and final settlement of all claims, damages, and recoverable costs and attorneys' fees on account of any dispute regarding the Settlement Subjects between the Releasor and the County, and it is expressly agreed and understood that in consideration of the payment by the County herein, the Releasor specifically contemplated and bargained for the Releasor's assumption of the risk of any future unknown injuries or damages as a part of the consideration for this settlement regardless of whether too much or too little is paid.

Each party shall bear all of that party's own costs and attorneys' fees of any kind incurred and shall have no liability for any costs or attorneys' fees incurred by the other party.

Within thirty (30) days of the full execution hereof, the Releasor shall receive as settlement of any and all claims related in any way to the Settlement Subjects the sum of FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00). Such funds shall be payable to the trust account of legal counsel for the benefit of Releasor.

Concurrently with the execution of this Agreement Releasor authorizes counsel for the County to file a stipulated order of dismissal with prejudice and without costs or

attorneys' fees awarded to either party with the court at any time and without further notice and enter the same as a matter of record.

3. AGREEMENT NOT EVIDENCE

This Agreement resolves all issues between the Releasor and the County relating to any released matter as well as any alleged violation of County policies or procedures or any state or federal law, regulation, or constitutional provision. 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 County of any violation of policies, procedures, or state or federal laws or regulations or constitutional provisions. Moreover, neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of or an admission by the County of any violation of policies, procedures, or state or federal laws or regulations or constitutional provisions. This Agreement may be introduced in any proceeding to enforce the Agreement.

4. GENERAL RELEASE AND DISCHARGE

Except for those obligations created by or arising out of this Agreement for which receipt or satisfaction has not been acknowledged herein, the Releasor on behalf of herself and all of her affiliates, predecessors, representatives, or agents, and all successors and assigns, past and present, and each of them, hereby covenants not to sue and fully releases and discharges the County as well as all elected officials, officers, employees, agents, contractors, attorneys, insurers, including the Washington Counties Risk Pool, their employees, representatives, successors and assigns, past and present, and each of them, hereinafter together and collectively referred to as "Releasees," with respect to and from any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which the Releasor now owns or holds or has at any time heretofore owned or held as against said Releasees, arising out of or in any way connected with the Settlement Subjects, or any other transactions, occurrences, acts or omissions or any loss, damages or injuries whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of said Releasees, or any of them arising out of the Settlement Subjects. This is a general release with no claims reserved as to the Settlement Subjects.

5. WARRANTY OF NON-TRANSFER OF RELEASED MATTER

The Releasor warrants and represents that the Releasor has not heretofore assigned or transferred to any person not a party to this Agreement any released matter or any part or portion thereof and the Releasor shall defend, indemnify and hold harmless the Releasees against any claim including the payment of attorneys' fees and costs actually incurred whether or not litigation is commenced based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

6. COMPLETE AGREEMENT

This instrument constitutes and contains the entire agreement and understanding concerning the Settlement Subjects and any 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. PAYMENT OF TAXES

The Releasor agrees that the Releasor shall be exclusively liable for the payment of all federal and state taxes which may be due and owing by the Releasor as the result of the consideration received from the settlement of disputed claims as set forth herein and the Releasor hereby represents that the Releasor shall make payments on such taxes at the time and in the amount required of the Releasor. The Releasor understands that the County has not made, nor does it make, any representation pertaining to any tax or other consequences to the Releasor that may or may not arise from this Agreement and the acceptance of payments hereunder. In addition, the Releasor hereby agrees fully to defend, indemnify and hold harmless Releasees and each of them from payment of taxes or penalties that are required of them by any government agency at any time as a result of non-payment of taxes due and owing by the Releasor with respect to the consideration set forth herein.

8. 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.

9. 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.

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. Delivery of an executed copy of this Agreement by facsimile, telecopy, telex, email, or other means of electronic communication producing a printed copy shall be deemed to be an execution

and delivery of this Agreement on the date of such communication by the party so delivering such a copy.

11. LITIGATION--COSTS AND EXPENSES

In the event either party violates the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorneys' fees.

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

In entering this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

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.

15. AGREEMENT NOT ENFORCEABLE BY THIRD PARTIES

This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

16. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.




Clerk of the Board L. J. Jones


Andy Hover, Commissioner

Date: 03/17/2020

APPROVED AS TO FORM:


David Y. Gecas
Okanogan County Chief Civil
Deputy Prosecuting Attorney