

RESOLUTION NO. 2926

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SEVEN-PAGE "SETTLEMENT AGREEMENT" BETWEEN THE CITY, CODEFENDANTS AND PLAINTIFFS ON THE SAFE LITIGATION, AND ALSO RESCINDING PRIOR RESOLUTION NO. 2895 WITH REGARD TO AN EARLIER VERSION OF THE SETTLEMENT AGREEMENT

WHEREAS, on January 25, 2022, the City Council approved Resolution No. 2895 and thus authorized the Mayor to sign a "Settlement Agreement" with regard to the S.A.F.E. litigation; and

WHEREAS, it was subsequently learned that one component of the settlement – specifically using "Chief Owhi Park" as the honorary name for Volunteer Park – would be impracticable and perhaps impossible to satisfy; and

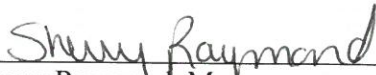
WHEREAS, a revised version of the Settlement Agreement has been prepared, which substitutes "Delores Huerta Park" as the honorary name; and

WHEREAS, S.A.F.E. has represented to the City that Ms. Huerta – a living individual – fully consents to her name being used; and

WHEREAS, City staff recommends that Resolution No. 2895 be rescinded and that the City Council authorize the Mayor to sign the revised version of the Settlement Agreement;

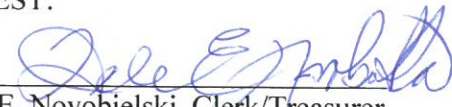
NOW THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the revised seven-page Settlement Agreement on behalf of the City in the form appended hereto, and further that prior Resolution No. 2895 is hereby rescinded.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of June, 2022.



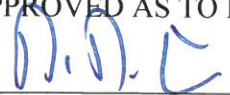
Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

orally.

13. **Effective Date.** This Agreement is effective and binding as of the date the Agreement is signed by *all of the necessary signatories* specified on pages 6-7 below.
14. **Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitutes one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, PDFs, or facsimiles of executed copies of this Agreement may be treated as originals.
15. **Recitals.** The Recitals are incorporated by this reference and are part of the Agreement. This Agreement consists of sixteen (16) separately numbered paragraphs contained in seven (7) pages including signatures.
16. **Representations.** The Parties represent that they (1) have read this entire Agreement and understand its terms, (2) have been given a reasonable and adequate period of time to consider this Agreement before signing it, (3) fully understand the terms and effects of this Agreement, (4) fully understand their right to discuss all aspects of this Agreement with an attorney of their choice, and have availed themselves of this right, (5) are voluntarily executing this Agreement by their own free act and deed; and (6) understand that no payment or consideration has been promised to Plaintiffs for entering into and signing this Agreement which is not specified in this Agreement. Each Party further represents that the individuals signing this Agreement have the requisite authority to bind the Parties to the terms of the Agreement and are signing such Agreement as each respective Party's duly authorized agent or representative.

[The remainder of this page is intentionally left blank. Signature pages follow.]

THE PARTIES HAVE AGREED TO THE TERMS OF THIS AGREEMENT AND HAVE SIGNED BELOW.

PLAINTIFFS

_____ Dated: _____
Courtney Hernandez
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Reverend Donald Davis Jr.
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Laura Perez
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Anita Callahan
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Kalah James
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Charlotte Town
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Amanda Watson
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Anna Whitlock
Personally and on behalf of S.A.F.E.

PLAINTIFFS' COUNSEL

_____ Dated: _____
Joseph P. Cutler (WSBA #37234)
On behalf of Perkins Coie LLP as to
Paragraph 5 only

_____ Dated: _____
Yvonne Chin (WSBA #50389)
On behalf of the ACLU of
Washington as to Paragraph 5 only

DEFENDANTS

Mayor Sherry Raymond
Personally and on behalf of City

Dated: _____

Donald Wayman (former City Administrator)
Personally

Dated: _____

DEFENDANTS' COUNSEL

Christopher J. Kerley (WSBA #16489)
Among counsel for City and Mayor
Sherry Raymond

Dated: _____

Kirk A. Ehlis (WSBA #22908)
Among counsel for Donald Wayman

Dated: _____

D. R. (Rob) Case (WSBA #34313)
Among counsel for all Defendants

Dated: _____