

BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Stefanie Weigand
Department: Corporate Counsel Division
Requested Agenda Date: April 15, 2025
Presenting: _____

Board of County Commissioners Record Assigned

BOCC Agreement

#

121-2025

Yakima County, WA

Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☐ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☒ OTHER Settlement/Resignation

Document Title:

Separation/Resignation Agreement.

Background Information:

Please see the Fiscal Impact Section as well as the Summary and Recommendation Section.

Describe Fiscal Impact:

\$63,774 which represents 6 months of salary for Mr. Curtice minus \$3,500 that Mr. Curtice will pay Yakima County for Justice--the Coroner's Office Cadaver dog. In addition, Yakima County will pay Mr. Curtice's medical benefits through December 2025.

Summary & Recommendation:

Please consider and Approve Settlement and Accept Formal Resignation of Coroner Jim Curtice. It is in the best interests of Yakima County and the public to restore order to the Yakima County Coroner's Office.

Stefanie Weigand for Don Anderson

Department Head/Elected Official Signature

BTW

Corporate Counsel Initial (for Agreements Only)

MUTUAL SEPARATION & SETTLEMENT AGREEMENT

The undersigned parties, hereby enter into this binding agreement to resolve any and all claims by and between James Curtice, hereinafter "Releasor", and Yakima County, Washington, and its Board of County Commissioners, elected officials, officers, agents, consultants, attorneys, insurers, including, employees, representatives, affiliates, successors and assigns, past and present, and each of them, hereinafter, "Releasee".

All Parties have agreed to mutually resolve all disputes and claims. To memorialize their agreement, the parties agree as follows:

A. Separation & Resignation.

Releasor hereby submits his resignation as Yakima County Coroner effective immediately upon affixing his signature to this Agreement. Releasor acknowledges that by resigning his office as Yakima County Coroner, he is forever relieved of all statutory rights and responsibilities associated with said position.

B. Separation & Release Terms.

Except for those obligations created by or arising out of this Agreement for which receipt or satisfaction has not been acknowledged herein, Releasor, on behalf of himself and all of their affiliates, predecessors, representatives or agents, and all successors, heirs and assigns, past and present, and each of them hereby covenant not to sue and fully release and discharge Releasee, and its commissioners, elected officials, officers, agents, consultants, attorneys, insurers, employees, representatives, affiliates, successors and assigns, past and present, and each of them, 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 Releasee, 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 Releasee, or any other of them, committed or omitted prior to the date of this Agreement.

Without limitation to the generality of the foregoing, the Releasor accepts the consideration herein as full settlement of any and all claims, known or unknown, arising out of James Curtice's employment with and separation of employment from Yakima County, including but not limited to any claim of lost wages, lost benefits, Title VII of the Civil Rights Act of 1964, the Washington Law Against Discrimination, the Age Discrimination in Employment Act, the Older Worker's Benefits Protection Act, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, breach of contract, express or implied, or any

other theory or claim of discrimination, retaliation, or wrongful discharge in violation of any law or public policy. These claims are examples, not a complete list, of the released claims, as it is the parties' intent that the Releasor release any and all claims, of whatever kind or nature, in exchange for the consideration set forth herein.

Releasor acknowledges that James Curtice has been advised that he had twenty-one calendar days to consider whether to sign this Settlement Agreement as required by the Older Workers Benefit Protection Act, 29 U.S.C. § 626(f), but has elected to proceed with signing this Agreement. Releasor further acknowledges that James Curtice has the right to revoke this Agreement, including the waiver and release contained herein, for up to and including seven (7) calendar days after signing the Settlement Agreement and that this Settlement Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired. To be valid, any such revocation must be delivered to the County's counsel, Don L. Anderson, of the Yakima County Prosecuting Attorney's Office, in writing, within the seven (7) day period.

C. Payments to Releasor by Releasee and Mutual Releases.

Releasee agrees to pay to Releasor James Curtice, the total sum of \$66,774.00 (Sixty-Six Thousand Seven Hundred and Seventy-Four Dollars and no cents), which sum represents 50% of James Curtice's annual gross salary as Yakima County Coroner. Said sum shall be paid to Releasor in one check, made payable to James Curtice, for his general damages, attorneys' fees, costs and expenses, and not subject to any deductions or withholdings, and shall be reported on an IRS Form 1099, and said check shall be received by Releasor not later than the next Yakima County warrant issue date according to the Yakima County Auditor's regularly scheduled payment date after the settlement has been approved by the Board of County Commissioners. "Please also see Section I, below."

In the event that the IRS or any other taxing authority should ever determine that any portion of the Form 1099 check or payment is taxable and/or subject to employment taxes, the parties agree that Releasor shall be liable for his employment portion of any such taxes, interest or penalties, and the County shall be responsible for its employer portion of any such taxes, interest or penalties. Said settlement check shall be delivered to Releasor's attorney of record Larson Griffie Pickett, PLLC no later than the next Yakima County warrant issue date according to the Yakima County Auditor's regularly scheduled payment date after the settlement has been approved by the Board of County Commissioners.

Further, Releasee and Releasor, hereby mutual release each other as well as, their heirs, executors and administrators, spouses and marital communities from any and all claims and demands, actions and causes of action, whether known or unknown, foreseen or unforeseen, and any and all claims for consequential injuries and damages arising out of or related to any act or failure to act, occurring before the effective date of this Agreement. It is the intention of the parties to make this release as broad and as general as the law permits.

This release shall not limit the Parties from enforcing their rights under this Agreement, and does not waive any claims that may arise from events occurring after the effective date of this Agreement.

D. Continuation of Health Insurance Benefits for Releasor.

Releasee shall continue to pay all health benefits for James Curtice through December 31, 2025, including continuation of his Yakima County sponsored health insurance benefits. Beginning January 1, 2026, Releasor James Curtice shall be entitled to COBRA coverage and shall be solely responsible for submitting any and all required forms and documents associated with acquiring and maintaining said COBRA coverage.

Additionally, all Washington Paid Family Medical Leave "PFML" and Federal "FMLA" for Releasor shall remain consistent with Federal and Washington law after separation from Yakima County.

E. Retirement/pension benefit funds vested.

Any and all retirement and/or pension benefits and/or Washington State Retirement Plan for Releasor James Curtice are vested and shall be retained by James Curtice at his sole and exclusive direction, consistent with the Washington Department of Retirement System Pers 2 benefits plan.

F. Mutual Cooperation between Releasor with Releasee.

Releasor agrees to cooperate with Releasee to the fullest extent possible should any third party bring a claim and/or initiate litigation against Releasee in connection with or arising out of James Curtice's actions and/or omissions during the time he served as the Yakima County Coroner, before and up to the date of this Agreement.

Further, Releasor agrees to cooperate with James Curtice's successor(s) as Yakima County Coroner, to the extent that they may have future questions and/or need to identify and/or obtain copies of documents related to the day-to-day operations, policies and past practices of the Yakima County Coroner's Office.

G. 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 accepted by them.

H. No Admission of Liability or Wrongful Conduct.

The execution of this agreement is not, and shall not, be construed by any party, their successors, or assigns, as an admission of liability, wrongful or criminal conduct, or fault of any kind whatsoever, as both Releasor and Releasee hereby expressly deny any and all such allegation(s).

I. Yakima County Coroner's Office Cadaver Dog

It is noted that the Yakama Nation purchased the dog, known as Justice, for use by the Yakima County Coroner's Office to further the relationship between Yakima County and the Yakama Nation. Releasor James Curtice wishes to keep the dog after his resignation. As such,

the Releasor shall pay Yakima County Three Thousand Five Hundred Dollars and no cents. (3,500.00) as reimbursement for the County asset. Accordingly, \$3,500.00 shall be withheld from Releasor's total compensation of \$66,774.00 with the remaining \$63,274.00 paid to James Curtice pursuant to paragraph C, above.

J. Counterparts.

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, email or other means of electronic communication, and/or 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.

K. Complete Agreement.

This document constitutes 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 matter hereof.

No waiver of any breach of any term or provision of 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.

RELEASOR

RELEASEE

Dated April __, 2025

Dated April 15, 2025

JAMES CURTICE, individually and as
Yakima County Coroner.

AMANDA McKINNEY, Yakima County Board
of Commissioner, District 1.

Dated April 15, 2025

BOCC Agreement

KYLE CURTIS, Yakima County Board of
Commissioner, District 2.

121-2025

Dated April 15, 2025

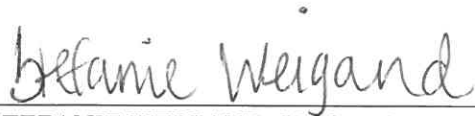
Yakima County, WA

LaDON LINDE, Yakima County Board of
Commissioners, District 3.

Approved as to form;

WILLIAM D. PICKETT, attorney for
James Curtice.

Approved as to form;


STEFANIE WEIGAND, Yakima County
Deputy Prosecutor