

Agreement Between The City of Seattle,
The Seattle Police Officers' Guild, And
Cynthia Whitlatch

Background: The City of Seattle ("City") terminated Seattle Police Officer Cynthia Whitlatch ("Whitlatch") for disciplinary reasons on September 15, 2015. At the time of her termination, Whitlatch had been employed as a Seattle Police Officer for eighteen years. The Seattle Police Officers' Guild ("Guild") filed a grievance over the termination and a Disciplinary Review Board was scheduled. The City and the Guild wish to resolve the grievance/Disciplinary Review Board. As Whitlatch's individual rights are also a part of this agreement, she is a party to the agreement as well. The City, Guild and Whitlatch are collectively referred to herein at (the "Parties.")

The Parties agree as follows:

1. This Agreement is non-precedential. This Agreement is a compromise of disputed claims. The Parties do not admit any wrongdoing and do not concede their positions. As this Agreement is non-precedential and entered into to resolve a specific dispute, it is not intended to alter the collective bargaining agreement of the City and the Guild ("CBA"), including interpretation of the terms of the CBA. This non-precedential settlement is intended to cover the dispute with regard to just cause as well as the other alleged violations of the CBA.
2. The City enters into this Agreement in order to bring finality to any employment relationship between the City and Whitlatch.
3. This Agreement shall be fully binding and a complete settlement of the Guild's grievance/Disciplinary Review Board.
4. All sustained findings in OPA 15-0117 will remain in place.
5. Whitlatch agrees pursuant to this Agreement to completely release and forever discharge the City (including but not limited to the Seattle Police Department) from any demands, obligations, actions, causes of action, rights, damages, costs (including payment of attorneys' fees), losses of services, expenses, and compensation of any nature whatsoever, whether based on a tort, contract or statutory theory of recovery on account of or arising out of Whitlatch's employment. Whitlatch expressly agrees that she will not institute, or cause to be instituted, any action, lawsuit, or proceeding against the City, and/or its past, present, and future officers, attorneys, agents, servants, employees and assigns, which relates to, or arises out of, any claim, right, or cause of action of any kind, known or unknown, arising out of or in any way related to Whitlatch's employment with or retirement from the City from the beginning of time through the date of Whitlatch's retirement, and will pay the City's costs and attorneys' fees in the event that such an action is brought. This Release shall not relieve the

City from its obligations under this Agreement or from any claims arising after the date of Whitlatch's retirement.

6. The City (including but not limited to the Seattle Police Department) agrees to release and forever discharge Whitlatch from any known demand, obligations, actions, causes of action, rights, damages, costs (including payment of attorneys' fees), losses of services, expenses, and compensation of any nature whatsoever, whether based on a tort, contract or statutory theory of recovery. The City is currently unaware of other use-of-force claims made against Officer Whitlatch. The City expressly agrees that it will not institute, or cause to be instituted, any action, lawsuit, or proceeding against Whitlatch which relates to, or arises out of, any claim, right, or cause of action arising out of or in any way related to Whitlatch's employment with or retirement from the City ("employment claims"), and will pay Whitlatch's costs and attorneys' fees in the event that such an action on any known claim is brought.
7. Within 14 calendar days of the date of signature by all parties of the Agreement, the City shall pay Whitlatch a lump sum payment for back wages of 90 hours per month from September 16, 2015 through August 15, 2017. The hourly rate of pay applicable to this payment is \$48.86.
8. Within 14 calendar days of the date of Whitlatch's retirement as outlined below, the City shall pay Whitlatch a lump sum payment for back wages of 90 hours per month from August 16, 2017 through September 15, 2017. The hourly rate of pay from August 16, 2017 through September 15, 2017 is \$49.23.
9. Both lump sum payments identified in Paragraphs 7 and 8 are consistent with WAC 415-104-373(3). The City shall also make its Department of Retirement Systems LEOFF II employer contributions at the time of each lump sum payment. The City shall report each lump sum payment to the Department of Retirement Systems LEOFF II as wages for Whitlatch. It is the express intention of the Parties that the monthly back wages comprising the two lump sum payments of Paragraphs 7 and 8 be sufficient to secure one (1) service credit for each month included in the time period September 2015 through September 2017.
10. The Parties agree that on September 15, 2017, Whitlatch's termination will be retroactively changed to retirement in lieu of termination and that the payments made pursuant to Paragraphs 7 and 8, above, are made pursuant to WAC 415-104-373(3). Whitlatch agrees to not apply for any future jobs with the City or in commissioned law enforcement. The City shall amend its records as allowed by law to reflect that Whitlatch retired in lieu of termination.

11. Upon signature by all parties, the Guild's grievance/Disciplinary Review Board shall be deemed withdrawn.
12. Whitlatch acknowledges that she has been advised in writing to consult with her own attorney before signing this Agreement.
13. At all times during the negotiations of this Agreement, Vick, Julius, McClure, PS has acted as the attorney for the Guild and not Whitlatch. Whitlatch is aware that her individual rights are affected by this Agreement and has had the opportunity to consult her own attorney.
14. Arbitrator Latsch's fees will be evenly split between the City and the Guild and no Party shall be responsible for the other's attorneys' fees incurred in the arbitration proceeding.

FOR THE CITY OF SEATTLE



Kathleen O'Toole, Chief of Police

Dated: 8/26/17

FOR THE SEATTLE POLICE OFFICER'S GUILD



Kevin Stuckey, President

Dated: 8/15/17

FOR CYNTHIA WHITLATCH



Cynthia Whitlatch

Dated: 8/14/2017