



MEMORANDUM

Consent Agenda
Item # E

DATE: July 15, 2025
TO: Tiffany DeSimone, Interim Executive Director
FROM: Holly Stafford
CC: Tamara Sobjack
Reilly Wynn
SUBJECT: Execution of Mutual Separation Agreement Containing Certain Terms

Action Requested:

Motion to approve execution of a Mutual Separation Agreement with Executive Director Rob Fix containing the essential terms of: (i) Executive Director Fix's separation from employment with the Port of Bellingham (the "Port") is mutual; (ii) Executive Director Fix will receive twelve (12) months' salary as severance; and (iii) Executive Director Fix releases the Port from all employment-related claims.

Background:

On June 3, 2025, the Commission voted two (2) to one (1) to execute a mutual separation agreement with Executive Director Fix. That motion did not contain the essential terms of the Mutual Separation Agreement to be executed, nor did an agreement accompany the motion.

The twelve (12) months of regular pay as severance was a term of Executive Director Fix's employment agreement with the Port, executed February 5, 2013.

Financial Impact:

The Port will pay Executive Director Fix Two Hundred Thirty-Five Thousand Dollars (\$235,000), pursuant to the terms of his employment agreement.

Strategic Purpose:

In exchange for a mutually agreed upon separation from the Port and payment of the severance amount, Executive Director Fix releases the Port from all employment-related claims.

Recommendation:

Approval of action requested.

MUTUAL SEPARATION AGREEMENT

THIS AGREEMENT CONTAINS A GENERAL AND SPECIFIC RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS

THIS SEPARATION AGREEMENT (the "Agreement") is made and entered into by and between the **PORT OF BELLINGHAM** ("the Employer"), and **ROB FIX** ("You").

WHEREAS, You are currently employed in the position of Executive Director under the Employment Agreement executed on February 5, 2013, and as thereafter amended (the "Employment Agreement"); and

WHEREAS, You and the Employer will end the employment relationship effective June 3, 2025 (the "Separation Date").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions.

1.1 The terms "You" and "Your," as used herein, means Rob Fix and any and all heirs, representatives, successors, and assigns.

1.2 The term "the Employer," as used herein, means the Port of Bellingham.

1.3 The term "Released Parties," as used herein, means the Employer, as well as their officials, current and former commissioners, employees, customers, contractors, attorneys, and agents, as all such Released Parties exist as of the Separation Date.

1.4 The term "Effective Date" means the date of mutual execution of the Agreement.

2. Separation. The parties confirm that You shall be separated from employment on the Separation Date and that Your employment is terminated as of the Separation Date. The Parties hereby agree that such separation constitutes a mutually agreed upon separation.

3. Severance. In full consideration for this Agreement and the releases contained herein, the Employer agrees to pay You twelve (12) months of regular pay at Your current salary rate, less applicable taxes and other required payroll withholding amounts ("Severance") to be paid concurrently with the Employer payroll immediately following the Effective Date.

4. Full Payment. Except for your final paycheck for work performed through the Separation Date, You agree that no further payment of any type or amount or any benefit is due to You by the Employer, its officers, members, affiliates, or agents, arising from Your employment. You also represent and warrant that You know of no facts and have no reason to believe that Your rights under the Fair Labor Standards Act have been violated.

5. **Return of Equipment and Property.** Not later than 5:00 p.m. on the day after the Separation Date, You agree to return all the Employer's property, documents, supplies, and equipment which may be in Your possession; such property shall be in the condition in which it was received, less ordinary wear and tear. Return of such Property is a condition precedent to receiving the Severance. If You have in your possession any computers, digital tablets, or other electronic devices belonging to Employer, it shall be a condition precedent to receiving such Severance that such devices are returned in an unaltered status and that all files and records have been maintained on such devices in the normal course of employment.
6. **General and Specific Release and Waiver.** Except as to a breach of this Agreement, You hereby fully and forever release and discharge the Employer and the Released Parties from any and all claims arising out of Your employment with the Employer or Your separation from employment with the Employer. This Release includes, without limitation, the following specific claims:
- a. Any employment related claims regarding Your employment with the Employer or Your separation from employment;
 - b. Civil Rights Act of 1964;
 - c. Civil Rights Act of 1991;
 - d. Age Discrimination Employment Act of 1967, as amended, including the Older Workers Benefit Protection Act;
 - e. Americans with Disabilities Act;
 - f. Washington State Law Against Discrimination, Ch. 49.60 RCW;
 - g. Washington State Minimum Wage Act, Ch. 49.46 RCW;
 - h. Ch. 49.12 RCW (Labor Regulations/Industrial Welfare);
 - i. Ch. 49.48 RCW (Labor Regulations/Wages-Payment-Collection);
 - j. Ch. 49.52 RCW (Labor Regulations/Wages-Deductions-Contributions);
 - k. Fair Labor Standards Act;
 - l. Family Medical Leave Act;
 - m. The U.S. or Washington State Constitution;
 - n. Claims for contract benefits or severance benefits (actual or implied);
 - o. Tort claims; and/or
 - p. Equitable claims.
- 6.1 The foregoing release includes all claims, whether known or unknown, that You may have against the Employer or the Released Parties, including all claims that were or could have been asserted in a lawsuit or in an administrative charge, with the sole exception of industrial insurance claims arising from workplace injuries.
- 6.2 It is the intent of the parties that the foregoing release be given its broadest possible interpretation and that all ambiguities be resolved in favor of releasing all claims and causes of action, including claims for retaliation.
- 6.3 This release is not intended to prohibit You from filing for unemployment compensation.
7. **Knowledge of Claims.** Except as to any claims listed on **Exhibit A**, attached hereto, You hereby represent and warrant that, to the best of Your knowledge and belief, You have no claims of any kind against the Employer. You also represent and warrant that

You have reported to the Employer all on-the-job injuries sustained by You while You were employed by the Employer.

8. **No Report or Complaint.** You represent and warrant that You have not filed and will not file a complaint, report, claim, or other administrative action or lawsuit with any governmental agency or court against the Employer and/or the Released Parties. To the extent You have already filed such a complaint, report, or claim, You hereby direct that it be withdrawn or dismissed, and You give Your consent to the Employer to provide a copy of this Agreement to the appropriate agency as evidence thereof. In the event such claim is not dismissed, You hereby direct that no damages or penalties should be awarded.
9. **Drafting.** No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
10. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.
11. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable, to any extent, the remainder of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
 - 11.1 If the release of any claim set forth above is invalid, illegal, or unenforceable, the remaining releases of claims shall not be affected and shall be enforceable to the fullest extent permitted by law.
12. **Understanding of Agreement.** Each party acknowledges that such party has read this Agreement and understands its contents, that such party has had the opportunity to have this Agreement reviewed by an attorney of such party's choice, and that such party either has consulted with an attorney or voluntarily has chosen not to consult with an attorney before signing this Agreement.
13. **Applicable Law.** This Agreement shall be deemed to have been made in the State of Washington and shall be governed by the laws of the State of Washington, without regard to the laws pertaining to choice of law. Jurisdiction and venue for this Agreement shall lie exclusively in the Superior Court of Whatcom County, Washington. Each party expressly waives the right to a jury trial.
14. **Waiver.** No waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom such claim or waiver is sought to be enforced. Nor shall failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.
 - 14.1 No waiver of any of the provisions of this Agreement shall affect rights and claims that may arise after the date on which the waiver is executed.

15. **YOU AFFIRM THAT:**

- A. **YOU HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND RELEASE, KNOW AND UNDERSTAND THE CONTENTS THEREOF;**
- B. **YOU UNDERSTAND YOU ARE RELEASING ALL CLAIMS YOU MAY HAVE ARISING FROM YOUR EMPLOYMENT BY THE EMPLOYER;**
- C. **YOU HAVE BEEN ADVISED TO CONSULT WITH, AND YOU HAVE DISCUSSED THIS AGREEMENT WITH, LEGAL COUNSEL OF YOUR CHOICE OR HAVE VOLUNTARILY CHOSEN NOT TO CONSULT WITH LEGAL COUNSEL;**
- D. **YOU ARE SIGNING THIS AGREEMENT AS YOUR FREE AND VOLUNTARY ACT AND DEED;**
- E. **YOU UNDERSTAND THAT FEDERAL LAW ALLOWS YOU TWENTY-ONE (21) DAYS FROM RECEIPT OF THIS RELEASE WITHIN WHICH TO CONSIDER IT, AND THAT IF YOU SIGN IT BEFORE THE EXPIRATION OF THE TWENTY-ONE (21) DAYS, YOU DO SO VOLUNTARILY; AND**
- F. **YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY REVOKE THIS RELEASE DURING THE SEVEN (7) DAYS FOLLOWING THE DATE YOU SIGN IT. PROVIDED THAT IF YOU DO NOT REVOKE THIS AGREEMENT DURING THAT TIME, THE EFFECTIVE DATE OF THIS AGREEMENT IS THE 8TH DAY FOLLOWING YOUR EXECUTION OF THIS AGREEMENT.**

16. **Expiration.** The severance package offer contained in this Agreement shall remain open for acceptance for twenty-one (21) days after receipt. If you have not delivered to Employer a signed copy of this Agreement within twenty-one (21) days after receipt, this Agreement shall be null and void.

17. **Entire Agreement.** This Agreement represents the entire understanding of the parties with respect to the end of your employment relationship with the Port and supersedes all prior and contemporaneous oral and written understandings, agreements, commitments, and representations with respect to such subject matter. This Agreement may only be amended in writing signed by each party, and this Agreement may be executed in two (2) or more counterparts so that each party may retain a fully executed original.

//

//

//

THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement on the dates set forth below.

ROB FIX

A handwritten signature in blue ink, appearing to read 'Rob Fix', is written over a horizontal line.

Dated: 6/19/25

PORT OF BELLINGHAM

By: _____

Dated: _____

EXHIBIT A

[CLAIMS]

None.