



**CITY OF BLACK DIAMOND**  
**March 31, 2026 Council Special Meeting Agenda**  
Council Chambers, 25510 Lawson St.  
Black Diamond, WA 98010

**THIS IS OFFERED AS A HYBRID MEETING AND MAY BE ATTENDED IN PERSON AT THE ABOVE NOTED ADDRESS OR BY JOINING VIRTUAL/TELEPHONICALLY. CALL IN AND JOINING INFORMATION FOLLOWS:**

Zoom link to join meeting: <https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>

(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)

Meeting ID: 445 447 7047 Password: Council

Telephone dial in options: +1 253 215 8782 US (Tacoma) +1 206 337 9723 US (Seattle) Meeting ID: 445 447 7047

**6:00 P.M. CALL TO ORDER, FLAG SALUTE, ROLL CALL**

**PUBLIC COMMENTS:** Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-851-4500. Thank you for attending.

**EXECUTIVE SESSION:** RCW 42.30.110(1)(g) – Personnel and RCW 42.30.110(1)(i) – Potential Litigation  
(Possible Action May Follow the Executive Session)

**BUSINESS:**

1) **AB26-037** – Regarding Separation Agreement with Andrew Williamson

Mayor Adler

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b>  Separation Agreement with Andrew Williamson  Cost Impact (see also Fiscal Note): Fund Source: General Fund Timeline: 2026	<b>Agenda Date: March 31, 2026</b>	
	<b>AB26-037</b>	
	Mayor John Adler	<b>X</b>
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	
	MDRT/Ec Dev –	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
	Court – Judge Swain/Tawnya Parks	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Agreement</b>		
<b>SUMMARY STATEMENT:</b>  This agreement is being reintroduced for a second vote to ensure its validity, due to the absence of two Councilmembers at the March 17, 2026, regular business meeting.          FISCAL NOTE (Finance Department): The 2026 Budget has the funds to cover this expenditure.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to approve the separation agreement with Andrew Williamson.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 31, 2026		

## SEPARATION AGREEMENT

This Separation Agreement (“Agreement”) is entered into by and between the City of Black Diamond (the “City”), Andy Williamson (“Williamson”), and Teamsters Union Local 117 (the “Union”).

### I. RECITALS

Williamson was employed by the City as MDRT and Economic Development Director. The parties agree to the terms stated below to aid Williamson’s transition to alternative employment or retirement.

### II. AGREEMENT

In consideration of the foregoing recitals, the parties agree as follows:

1. Separation from Employment. Williamson’s last day of employment with the City shall be February 27, 2026 (the “Separation Date”). Williamson will receive his regular salary through the Separation Date, with benefits terminating the end of the calendar month. Prior to the Separation Date, Williamson will remain on paid administrative leave and is not permitted nor expected to perform any employment duties on behalf of the City unless instructed by the City. Williamson may submit a signed letter of resignation or retirement, dated and effective the Separation Date, which the City agrees to place in his personnel file. **Assuming Williamson desires to accept this Agreement, he may sign the Agreement no earlier than 5:00 PM on the Separation Date.**

2. Separation Benefits.

a. Severance Pay. The City agrees to pay Williamson six (6) months of severance pay at Williamson’s current base salary (12,640 x 6 = \$75,840). Such severance pay shall be paid by check or direct deposit in a lump-sum in the first available payroll cycle following ratification of this Agreement by the Black Diamond City Council, as stated in Paragraph 11 below. The severance pay shall be subject to standard payroll taxes and withholdings required by law.

b. Health Insurance. In accordance with federal law (COBRA), Williamson may elect, at his sole expense, continuing medical, dental, and vision benefits under the City’s current health insurance policies for 18 months following the Separation Date (“COBRA benefits”). These standard COBRA benefits are available to Williamson regardless of whether he signs this Agreement, and Williamson is solely responsible for all payments associated with COBRA benefits. As an additional separation benefit intended as a temporary alternative to COBRA benefits, the City agrees to offer Williamson’s spouse, who is currently employed by the City in a part-time position, enrollment in the City’s existing medical, dental, and vision benefits for six (6) months. Williamson’s spouse is responsible for enrolling in such City benefits for both herself and Williamson, and for paying the dependent premium cost-share normally charged to the City’s full-time employees. This temporary offer of City benefits will last for six (6) calendar months, provided Williamson’s spouse remains employed by the City. After six (6) months, Williamson and his spouse are

responsible for securing alternative benefits, whether through COBRA, the marketplace, or another group health plan.

The parties agree the Separation Benefits described in Paragraphs 2(a)-(b) are designed to aid Williamson's departure from the City, and that the specified benefits do not constitute benefits to which Williamson would otherwise be entitled upon separation under existing employee benefit plans provided by the City or under any pre-existing agreement between the City, Williamson, and the Union. The Separation Benefits described in Paragraphs 2(a)-(b) shall not be provided until this Agreement is ratified by the Black Diamond City Council in accordance with Paragraph 11 below.

3. Cash-Out of Accrued Paid Leave. Williamson's final paycheck shall include the cash-out of any accrued paid leave, as of the Separation Date, owed to Williamson under the terms of the City's existing employee policies and collective bargaining agreement. The cash-out of any accrued paid leave is subject to standard payroll taxes and withholdings required by law.

4. Unemployment Benefits. The City will not contest nor oppose Williamson's eligibility for unemployment benefits in the event he files a claim for such benefits. Notwithstanding the foregoing, Williamson acknowledges that benefits eligibility determinations are made by the Washington Employment Security Department ("ESD") and that eligibility depends on certain factors outside of the City's control, including Williamson's application for benefits and compliance with eligibility requirements. Any award of unemployment benefits is therefore not guaranteed and instead independent from the terms of this Agreement.

5. Employment References. The City agrees to provide a neutral reference to any prospective employers or professional organizations that contact the City on behalf of Williamson. All such inquiries shall be directed to the City Administrator, who will confirm Williamson's dates of employment with the City, the last position held by Williamson (*i.e.*, MDRT and Economic Development Director), and a general description of duties performed. Unless otherwise required by law, the City will not disclose any additional reference information to prospective employers or professional organizations unless expressly authorized in writing by Williamson on a release form deemed suitable by the City.

6. Release of Claims.

a. Comprehensive Release. As consideration for the benefits described in this Agreement, on behalf of Williamson and his heirs, executors, representatives, family members, agents, and assigns (collectively, the "Releasers"), Williamson fully and forever waives, releases, and discharges the City, its affiliates, successors, predecessors, parents, subsidiaries, past and present officers, elected officials, directors, managers, board members, agents, representatives, and employees (collectively, the "Released Parties") from all claims, causes of action, liabilities, judgments, debts, obligations, expenses (including attorneys' fees), or monetary or equitable relief of any kind, suspected or unsuspected, and irrespective of any present lack of knowledge of any possible claim or of any fact or circumstance pertaining thereto, which Williamson may have or claim to have against any of the Released Parties arising from or during his employment with the City or as a result of separation from employment. This release specifically covers, but is not limited to, any claims of discrimination or harassment based on race, color, national origin, sex, sexual orientation, marital status, military/veteran status, age, religion, physical or mental disability, or other protected status under any federal, state, or local law, rule, or regulation; any claims of

retaliation under federal, state, or local law; any contract or tort claims arising under federal, state, or local law; any claims for unpaid wages or benefits; any claims arising under federal, state, or local law based on promises made or allegedly made by the City to Williamson; and any claims under any express or implied contract or legal restrictions on the City's right to terminate its employees. This release includes, but is not limited to, claims under Title VII of the Civil Rights Act of 1964 (Title VII), the Americans with Disabilities Act (ADA); the Age Discrimination in Employment Act (ADEA); the Family and Medical Leave Act (FMLA); the Fair Labor Standards Act (FLSA); the Rehabilitation Act; the Civil Rights Act of 1991; Section 1981 of U.S.C. Title 42; the Washington Law Against Discrimination (WLAD); the Washington Paid Sick Leave law; the Washington Paid Family and Medical Leave law, or other state leave laws; the Washington Minimum Wage Act; and all similar governmentally-enacted laws (federal, state, local or otherwise). **Subject to Paragraph 6(b) below, this release is intended to be all encompassing, and to fully resolve all matters, relations, disputes, and claims between the parties up to the date Williamson signs this Agreement.**

b. Rights Not Waived. Regardless of any other provision in this Agreement, Williamson does not waive his right to receive vested benefits (e.g., pension or retirement benefits); does not waive his right to receive unemployment or workers' compensation benefits provided by law; does not waive his right to bring a suit solely to challenge the validity of this release under the ADEA; does not waive his right to bring a suit for a claimed violation of this Agreement or other claims that arise after he signs this Agreement; and does not waive any other legal rights that may not lawfully be released via a private agreement. In addition, nothing in this Agreement shall be construed to prohibit Williamson from filing a charge with, reporting potential violations of law to, or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or a comparable state or local agency, or to any other federal or state agency responsible for enforcement of the law (hereinafter a "Government Agency"). Notwithstanding the foregoing, Williamson hereby waives and releases his right to recover any form of personal relief from such a Government Agency, including but not limited to monetary damages or reinstatement, in connection with any such charge, complaint, investigation or other proceeding conducted by a Government Agency, whether initiated by Williamson or any other person or entity.

7. Release of Claims by Williamson Against the Union. As consideration for the benefits described in this Agreement, on behalf of Williams and his heirs, executors, representatives, family members, agents, and assigns (collectively, the "Releasers"), Williams fully and forever waives, releases, and discharges the Union, its past and present officials and officers, business agents, representatives, employees, and attorneys (collectively, the "Released Union Parties") from all claims, causes of action, liabilities, judgments, debts, obligations, expenses (including attorneys' fees), or monetary or equitable relief of any kind, suspected or unsuspected, and irrespective of any present lack of knowledge of any possible claim or of any fact or circumstance pertaining thereto, which Williams may have or claim to have against any of the Released Union Parties arising from or during his employment with and separation from the City. This release includes, but is not limited to, any unfair labor practice complaints, claims of a breach of the duty of fair representation, and breach of contract claims between Williams and the Released Union Parties.

8. Waiver of Collective Bargaining Grievances and Unfair Labor Practices. This Agreement is executed based upon the knowledge and consent of the Union, and therefore the parties

to this Agreement agree that Williamson's separation from the City does not constitute a violation of the collective bargaining agreement or unfair labor practice.

9. No Admission. Nothing in this Agreement shall be construed as any indication that the City or any of the Released Parties has acted wrongfully towards Williamson or any other person.

10. Review and Revocation. Williamson acknowledges each of the following:

a. Pursuant to applicable law, Williamson has been offered the opportunity to review a copy of this Agreement for a period of twenty-one (21) calendar days (the "Review Period").

b. The City advised Williamson at the beginning of the Review Period to consult with an attorney concerning the terms and conditions of this Agreement, including without limitation, the release set forth in this Agreement. Williamson also has the opportunity to consult with a Union representative. **Assuming Williamson desires to accept this Agreement, the earliest he may sign the Agreement is 5:00 PM on the Separation Date.**

c. Williamson shall have seven (7) calendar days (the "Revocation Period") following the date on which he signs this Agreement to revoke his acceptance of the Agreement and the release set forth in this Agreement. The parties further agree that any changes made to this Agreement after it was initially provided to Williamson shall not restart the running of the 21-day Review Period. This Agreement shall become effective towards Williamson on the eighth (8<sup>th</sup>) calendar day following Williamson's execution of this Agreement (the "Effective Date"), provided that Williamson has not revoked his acceptance during the Revocation Period. If Williamson elects to revoke acceptance during the Revocation Period, he agrees to provide email notice to the City, sent to the City Administrator (Kevin O'Neill, [koneill@blackdiamondwa.gov](mailto:koneill@blackdiamondwa.gov)), no later than midnight on the final day of the Revocation Period.

11. Ratification by the City. This Agreement shall not become legally binding upon the City until ratified by the Black Diamond City Council during an open public meeting. The City will present this Agreement to the Black Diamond City Council for ratification following signature and non-revocation by Williamson and signature by the Union.

12. Return of City Property. Williamson represents that he has returned, or will promptly return no later than the Separation Date, all keys, credit cards, equipment, records, documents, laptops, cellphones, electronic files, and other property that belongs to the City.

13. Mutual Nondisparagement. The City and Williamson agree that neither will make any derogatory or disparaging statements about the other party including, without limitation, in any communication with a third party or parties, in a press release, on any social media platform, or in any other similar forum or manner. This prohibition encompasses any statements about Williamson if made by or on behalf of the City through its Mayor, City Administrator, or any other director-level employees, and any statements made about any Released Parties if made by Williamson. However, nothing in this paragraph or this Agreement shall: (i) prohibit either party from making truthful statements in a legal or administrative proceeding or otherwise complying with applicable law or legal process; or (ii) restrict Williamson from discussing or disclosing conduct, or the existence of a

settlement involving conduct, that he reasonably believes under Washington state, federal, or common law to be illegal discrimination, harassment, or retaliation; a wage or hour violation; sexual assault; or that is recognized as against a clear mandate of public policy.

14. Voluntary Execution. Williamson represents that he has read, considered, and fully understands this Agreement and all its terms, and executes it freely and voluntarily.

15. Construction of Agreement; Governing Law. Each party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have legal counsel review it. Accordingly, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. Interpretation of this Agreement shall be under Washington law. If any such action is necessary to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to receive reasonable attorneys' fees and costs.

16. No Representations. Williamson represents that in entering into this Agreement, he does not rely and has not relied upon any representation or statement made by the City or any of its employees or agents concerning this Agreement.

17. Complete Agreement. This Agreement constitutes a full and final resolution of all matters in any way related to Williamson's employment with and separation from the City. This Agreement supersedes any and all other agreements between the parties, other than an agreement or document specifically incorporated by reference. The parties agree that no modification, change, or amendment of this Agreement or any of its provisions shall be valid, unless in writing and signed by the party against whom such claimed modification, change or amendment is sought to be enforced.

18. Severability. If any provision of this Agreement, or portion thereof, shall be held invalid or unenforceable by a court of competent jurisdiction or in any arbitration proceeding, such invalidity or unenforceability shall attach only to such provision or portion thereof, and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement or portion thereof, and this Agreement shall be carried out as if any such invalid or unenforceable provision or portion thereof were not contained herein. In addition, any such invalid or unenforceable provision shall be deemed, without further action on the part of the parties, modified, amended, or limited to the extent necessary to render the same valid and enforceable.

19. Titles. The titles of the paragraphs of this Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any of the terms, covenants or conditions of the Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, taken together, shall constitute a single agreement.

*See next page*

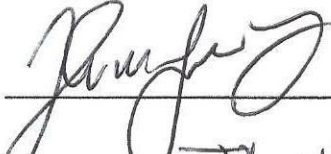
IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below:

**Employee**

  
\_\_\_\_\_  
Andy Williamson

Date: 3/10/2026

**Teamsters Union Local 117**

  
\_\_\_\_\_  
Print Name: John W. Hull Jr  
Authorized Union Business Official

Date: 3/10/2026

**City of Black Diamond**

\_\_\_\_\_  
John Adler  
Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk