

RESOLUTION NO. 07-425

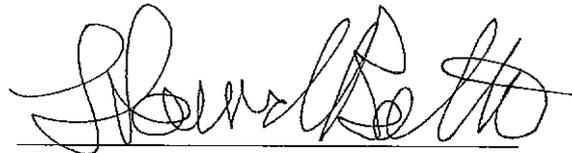
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
APPROVING THE SETTLEMENT AGREEMENT WITH  
CHRISTOPHER A. HURST

WHEREAS, a dispute arose between the City of Black Diamond (the "City") and Christopher A. Hurst ("Mr. Hurst") in regards to employment and the rights and responsibilities of each party with regards thereto; and

WHEREAS, the City and Mr. Hurst have reached an agreement regarding the disputed items and the Council finds that approving the Settlement Agreement is in the best interests of the City and its citizens; now, therefore

BE IT RESOLVED that the City Council hereby approves the Settlement Agreement attached hereto as Exhibit A and by this reference incorporated herein.

ADOPTED by the City Council on February 1, 2007 at an open public meeting.



Howard Botts, Mayor

Attest:

  
Brenda L. Streepy, City Clerk

## SETTLEMENT AGREEMENT

1. Date and Parties. This Settlement Agreement is dated, for reference purposes only, the 1<sup>st</sup> day of February, 2007, by and between Christopher A. Hurst (hereinafter also referred to as "Employee"), and the City of Black Diamond, a Washington municipal corporation (hereinafter also referred to as "Employer").

2. General Recitals.

2.1 Employee is a former employee of Employer.

2.2 Employee has asserted claims against Employer relating to his former employment with Employer. Employer disputes the nature and substance of Employee's claims.

2.3 The parties hereto, without conceding the merits of the other party's claims or defenses, are entering into this Settlement Agreement for the purpose of resolving any and all claims relating to Employee's employment with Employer.

3. General Agreements. In consideration of the covenants hereinafter set forth, the parties agree as follows:

3.1 Employer shall pay to Employee the sum total of Three Thousand Nine Hundred Sixty Three Dollars and Fifty One Cents (\$3,963.51) (hereinafter "settlement amount"). The settlement amount shall constitute full satisfaction of any and all claims that Employee has, or may have, both known and unknown, against Employer.

3.2 Employee shall be solely liable for all tax consequences, if any, occasioned by his receipt of the settlement amount. Employee agrees to indemnify and hold

Employer harmless from any taxes, penalties, interest, liens, costs or subrogations imposed and/or found and determined to be owing by any court or state or federal government agency as a result of receipt of the settlement amount.

3.3 Employer shall pay the settlement amount to Employee within twenty one (21) days after it receives this executed Settlement Agreement from Employee. Employer shall send the settlement amount to the following address: 62504 Indian Summer Way E., Enumclaw, Washington 98022, payable to Christopher A. Hurst.

3.4 Employer denies all liability in this action. Regardless of the adequacy of the settlement amount, this Settlement Agreement shall not be construed as an admission of wrongdoing or liability by Employer for any claims arising out of this action. All such claims were and are disputed.

3.5 Employee hereby releases: (1) Employer's insurers and their officers, directors, subsidiaries, affiliates, successors and all other related persons, firms, corporations, associations, partnerships, and entities, (2) Employer and its department heads, employees, elected officials, governing body, agents, successors and all other related persons and entities, and (3) all of the foregoing entities and individuals and their respective heirs, assigns, executors, and administrators from any and all claims, known or unknown, asserted or not, arising from, by reason of, or related to, this matter or Employee's employment with Employer. This release includes, but is not limited to, any claim under any federal, state, or local law, or other authority, including without limitation claims arising under Title VII of the Civil Rights Act of 1964 as amended, the Fair Labor Standards Act, Chapter 49.60 RCW,

Chapter 49.52 RCW, Chapter 49.48 RCW, Chapter 49.46 RCW and any other statutory, contract, tort or other common law theories.

3.6 In further consideration for the settlement amount, Employee agrees to dismiss any claims he may have pending before any local, state, or federal court, agency, or other entity which in any way arise from, or are related to, this matter or his employment with Employer, except that this agreement shall not apply to any claim with the Washington State Department of Labor and Industries for occupational illness or injury.

3.7 Employee agrees not to make defamatory comments about Employer and its current or former elected officials, department heads, employees, agents or representatives. Employer agrees not to make defamatory comments about Employee. Employee agrees not to cooperate with any third party or attorneys regarding any current or future legal claims against Employer brought or contemplated by any other person or entity. The only exception to the foregoing provision is if Employee is served with a valid subpoena compelling his cooperation.

3.8 The parties hereto represent and warrant that they have not assigned, transferred, or purported to assign or transfer and covenant that they will not assign, transfer, or purport to assign or transfer, to any person or entity, any claim released in this Settlement Agreement.

3.9 The provisions of this Settlement Agreement shall obligate, apply to, bind, and inure to the benefit of each party hereto, as well as their agents and representatives.

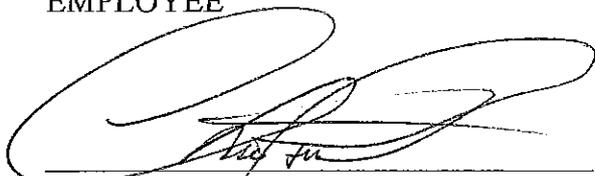
affect, impair, or invalidate any other provision hereof, and such other provision(s) will remain in full force and effect.

7. Miscellaneous.

7.1 The parties agree that this Settlement Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties shall be deemed to have executed this Settlement Agreement on the date first above written.

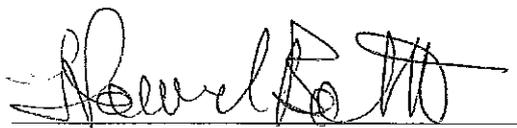
EMPLOYEE



Christopher A. Hurst

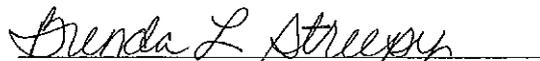
2/3/07

EMPLOYER



Howard Botts, Mayor

Attest:

  
Brenda L. Streepy, City Clerk

Approved as to form:

  
Loren D. Combs, City Attorney

STATE OF WASHINGTON )  
 ) ss.  
County of ~~King~~ PIERCE )

I certify that I know or have satisfactory evidence that Christopher A. Hurst is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: February 2007.

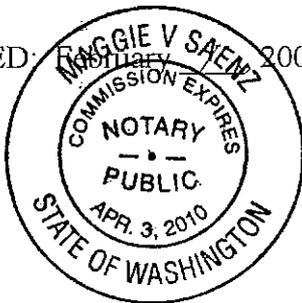


Teresa D Steel  
NOTARY PUBLIC  
Print Name: TERESA D STEEL  
My appointment expires: 9/1/09

STATE OF WASHINGTON )  
 ) ss.  
County of King )

I certify that I know or have satisfactory evidence that Howard Botts, in his capacity as the Mayor of the City of Black Diamond, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: February 2007.



Maggie V Saenz  
NOTARY PUBLIC  
Print Name: MAGGIE V SAENZ  
My appointment expires: 4/3/10