

## CITY ADMINISTRATOR AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into the 24th day of August, 2017, by and between the City of Stevenson, Washington, Non- charter code city of the State of Washington (“Employer”) and Leana Johnson (“Employee”).

### AGREEMENT

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

#### SECTION 1. DUTIES:

- A. City agrees to employ the services of Employee as City Administrator<sup>1</sup> for the City.
- B. Employee agrees to perform all duties and obligations of City Administrator as required by law, including any amendments and as assigned from time to time by the Mayor.
- C. The Employee will report to and be supervised by the Mayor.
- D. Employee agrees to accept employment and act as City Administrator for the City and to perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all laws, general rules and regulations established by the State of Washington, the City as set forth in state statute, City code, Personnel Policy or otherwise according to the Mayor’s directives.
- E. Employee shall not engage in any activity that is, or may become, a conflict of interest, as defined by Washington law, or would be incompatible with the position of City Administrator, or enter into a prohibited contract, as defined by Washington law.

#### SECTION 2. STATUS AND TERM:

- A. Employee shall be employed for an indefinite term, commencing September 18, 2017, and shall serve at the pleasure of the Mayor. Employee shall be considered an “at-will” employee of the City.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the City’s right to terminate this Agreement, with or without cause, at any time, subject only to the provisions set forth in Section 6 of this Agreement, the laws of the State of Washington, and City ordinances.

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<sup>1</sup> The position of City Administrator has never been codified by Stevenson, but is meant to refer to the combined Clerk-Treasurer position of SMC Ch. 2.08. References to City Administrator herein shall include the City Clerk-Treasurer position until the City Administrator position is formally created by ordinance.

- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign and terminate this Agreement at any time, subject only to the provisions set forth in Section 6 of this Agreement.
- D. Employee agrees to remain in the exclusive employment of the City for an indefinite period of time and shall neither accept other employment nor become employed by any other employer without the prior written approval of the Mayor. The term “employed” and derivations of that term as used in the preceding sentence shall include employment by another legal entity or self-employment, but shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on Employee’s own time, and with the advance approval of the Mayor.

**SECTION 3. SALARY:**

- A. City agrees to pay Employee a starting annual salary of \$87,954, Step 6 on the salary matrix, for their services, payable in equal installments at the same time and intervals as other employees of City. The City’s budget will contain all salary and benefit amounts. Employment for any period less than one month shall be prorated.
- B. The parties agree that Employee shall receive an appropriate cost-of-living adjustment on an annual basis, compatible with Employee’s performance and not lower than the amount granted to other City employees.
- C. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer’s compensation policy.

**SECTION 4. BENEFITS:**

- A. Employee shall be entitled to 10 days (80 hours) of vacation on the commencement date of Employee’s employment. Upon commencing employment, Employee shall accrue vacation leave at the rate of 15 days (3 - 40 hour weeks) per year. Employee is subject to the limitation on vacation balance carry-over as stipulated in the personnel policy after January 1 of each year. Any excess vacation time will be lost if not taken by that date. If personal hardship prevents the Employee from doing so, she shall apply to the City Council for an exception, provided the request is made prior to the January 1 deadline, and Employee proposes taking the excess vacation time during the first six (6) months of the following year.
- B. Employee shall be entitled to 5 days (40 hours) of sick leave on the commencement date of Employee’s employment. Upon commencing employment, Employee shall accrue sick leave at the rate of one day per calendar month of employment. Employee may not accrue more than allowed in the City’s Personnel Policy. Employee may elect to transfer some or all of Employee’s excess sick leave to another employee who has medical need for additional sick leave.
- C. Employer shall provide medical, vision and dental coverage consistent with the City's employee manual.

## **SECTION 5. RETIREMENT:**

Employer shall enroll Employee in the Public Employee Retirement System of Washington (“PERS”) and to make all appropriate contributions on the Employee’s behalf for both the required Employer and Employee shares.

## **SECTION 6. RESIGNATION, TERMINATION AND SEVERANCE PAY:**

- A. Employee may resign at any time, with or without cause, and shall give City at least thirty (30) days advance written notice of the effective date of his resignation.
- B. If Employee is terminated by City without cause (except as provided in paragraph D of this section) and during such time the Employee is willing and able to perform Employee’s duties under this Agreement, City shall pay Employee severance as described in paragraph E of this Section.
- C. The following reasons shall constitute grounds to terminate this Agreement with cause and without payment of the severance provided in paragraph E of this Section:
  - 1. A breach of this Agreement or the repeated neglect by Employee to perform the duties Employee is required to perform under this Agreement that continues after written notice and a 30-day cure period;
  - 2. Conviction of any criminal act relating to or adversely affecting Employee’s employment with the City;
  - 3. Conduct, relating to City employment, which, while not criminal in nature, violates the City’s Personnel Policy or other reasonable standards of professional and personal conduct in some substantial manner, or that continues after written notice and a 30-day cure period; and
  - 4. Conviction of any felony offense.
- D. After a 90-day probation period, if Employee is terminated by City without cause (except as provided in paragraph D of this Section) or requested to resign for the convenience of City during such time as Employee is willing and able to perform Employee’s duties under this Agreement, City shall pay Employee, as severance, a cash payment equal to six months of Employee’s then current annual gross salary. Such payment shall fully and finally release City from any and all further obligations to Employee or under this Agreement. Any severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee.
- E. It is understood that after notice of termination or resignation in any form, Employee and City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement. If Employee is terminated without cause in any process where Employee’s name may be disparaged or grounds for

termination are given, Employee may request, and if requested, Employee shall be given, an opportunity for a public name clearing hearing with the Mayor and City Council.

**SECTION 7. HOURS OF WORK:**

It is expected that Employee will work at least 40 hours per week, Monday through Friday, and is responsible for arranging, with the approval of the mayor, her own hours of work to effectively complete the duties of the position. The parties recognize that Employee will be exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act.

**SECTION 8. PROFESSIONAL DEVELOPMENT:**

- A. City shall budget and pay for the professional dues and subscriptions of Employee for their continuation and full participation in state and local associations and organizations necessary for their continued professional participation, growth and advancement to better serve the interests of City.
- B. As budgeted funds allow the City will pay the actual costs, including travel, lodging and meal expenses, associated with Employee’s attendance at annual conferences and/or training to better serve the interests of City.

**SECTION 9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

The Mayor and City Council may fix in writing any such other terms and conditions of employment, as they may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City ordinances, or any other law. All provisions of City ordinances, regulations rules and the Personnel Policy as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of City, except as may be specifically agreed upon herein.

**IN WITNESS WHEREOF,** The City of Stevenson has caused this Agreement to be signed and executed on its behalf by the Mayor, and duly attested by the City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

**CITY OF STEVENSON:**

**EMPLOYEE:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Leana Johnson

**APPROVED AS TO FORM:**

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City Attorney