

RESOLUTION NO. 14-919

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN
EMPLOYMENT AGREEMENT WITH CHRISTY TODD

WHEREAS, the Council has confirmed the appointment of Christy Todd as the City Administrator; and

WHEREAS, the Council supports and finds the proposed contract to be fair and reasonable;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor, on behalf of the City, to execute the Employment Agreement with Ms. Todd substantially in the form attached hereto as Exhibit A.

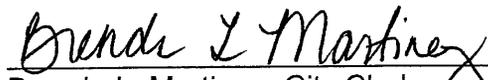
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 9TH DAY OF JANUARY, 2014.

CITY OF BLACK DIAMOND:



Dave Gordon, Mayor

Attest:



Brenda L. Martinez, City Clerk

**EMPLOYMENT AGREEMENT
BETWEEN
CITY OF BLACK DIAMOND AND CHRISTY TODD
REGARDING CITY ADMINISTRATOR POSITION**

1. Date and Parties. This agreement ("Agreement"), for reference purposes only, is dated the 10 day of January, 2014, and is entered into between the City of Black Diamond, a Washington municipal corporation ("City") and Christy Todd, ("Todd") and shall be referred to as the "Agreement".

2. Purpose. The purpose of this Agreement is to define the terms and conditions of Todd's employment with the City of Black Diamond as City Administrator.

3. Appointment to City Administrator Position. Todd's appointment by Mayor Dave Gordon, and the City Council's confirmation of Todd's appointment to the position of City Administrator are hereby effective January 9, 2014, and Todd hereby accepts that appointment. Todd's employment with the City began January 2, 2014, and Todd's anniversary date of hire shall be January 2 of any future year, for purposes of Todd's performance reviews.

4. Term. It is the desire of both parties that Todd shall continue to serve as the City's City Administrator for a long period of time. The parties acknowledge, however, that the City Administrator position is an "at will" employment position, and the Mayor and Todd are at liberty to terminate her employment with the City at any time, subject only to the terms and conditions set forth in this Agreement.

5. Duties. Todd shall perform all duties and obligations of the City Administrator, as required by law, along with such other duties as are set forth in the City Code Chapter 2.10, or as assigned from time to time by the Mayor. Todd recognizes that the City Council is the legislative and policy making body of the City. The City Administrator, under the direction and control of the Mayor, is the individual responsible for administration of City personnel, and for the administration and enforcement of the City's ordinances, resolutions, policies and other such formal directives of the City Council. Todd shall attend all special and regular meetings of the City Council, unless excused, and such other meetings as required by the Mayor.

6. Work Schedule. The City and Todd acknowledge that the proper performance of the duties of the City Administrator will require Todd to generally observe normal business hours Monday through Friday and attend regular and special meetings of the City Council, and will also sometimes require the performance of necessary services outside of this schedule. The City and Todd acknowledge and agree that the compensation herein provided includes compensation for the performance of all such services.

7. Salary. Todd's starting salary shall be \$6,666.67 per month, plus any supplemental benefits that are set forth in the City's Personnel Manual, as amended from time to time. Her salary shall be paid in accordance with the procedures for other employees of the City.

Employment Agreement Between
City of Black Diamond and Christy Todd

8. Benefits. All cost of living adjustments (COLA), health care (medical, dental, and vision), leave (sick, vacation, administrative), disability insurance, life insurance benefits, and other standard benefits, whether or not specified herein, applicable to City Department Directors and employees, as set forth in the City's retirement plan (PERS plan) and Personnel Manual, as it now exists or may subsequently be amended, shall also be applicable to Todd, except as may be modified by this agreement. Todd shall further be entitled to the following:

a. Sick Leave. Upon the effective date of Todd's confirmation by the City Council, she shall immediately be credited with 10 days sick leave. Todd shall accrue sick leave at the rate specified in the Personnel Manual as it now exists or may be subsequently amended.

b. Vacation. Upon the effective date of Todd's confirmation by the City council, she shall immediately be credited with 10 days' vacation, which shall not be taken consecutively prior to June, 2014, but may be used in two day increments prior to June 2014. Todd shall accrue vacation at the rate of 10 hours per month.

c. Membership Dues. The City shall pay membership dues for Todd's membership in the International City Managers Association (ICMA), the Washington City/County Managers Association (WCCMA). The City shall pay for Todd's attendance at the ICMA and WCCMA conferences, including conference fees, meals, lodging and transportation expenses, and for such other memberships, subscriptions, or dues, desirable for Todd's continued professional growth, advancement for the good of the City, and as shall be contained in the City's adopted annual budget. The Mayor and Todd shall determine whether Todd's attendance at said conferences, or other, similar conferences pertinent to municipal governance is convenient given the needs of the City and the scheduling of any particular conference.

d. Professional Development. The City agrees in 2015 and future years that the City will budget for and pay for travel and subsistence expenses of Todd for professional and office travel, meetings and occasions adequate to continue the professional development of Todd and to adequately pursue necessary official functions for the City, including, but not limited to the organizations set forth in Section 8(c) above, and such other national, regional, state and local governmental groups and committees thereof which Todd serves as a member.

e. General Expenses. The City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Todd, and agrees to reimburse or to pay said general expenses allowed by the laws of the State of Washington and City personnel manual and policies, and the Finance Director is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits as approved by the City.

f. Mileage Reimbursement. In the event that Todd, in the performance of her duties and obligations is required to use her automobile for travel to meetings on City related business, Todd will be entitled to reimbursement for mileage incurred at the City's adopted mileage reimbursement rate.

g. Civic Club Membership. The City recognizes the desirability of representation in local civic clubs and other similar organizations, and Todd is authorized to become a member of one (1) civic club for which the City shall pay dues and meeting expenses. Todd shall report to the City on membership she has taken at the City's expense.

9. Performance Review. Todd's performance shall be reviewed annually on or about the anniversary date of her commencement of employment. Provided, however, in the first year of Todd's employment, the Mayor will conduct a facilitated review with Todd at the six-month anniversary of employment. The Mayor, as a part of the performance review process, shall define the goals and performance objectives which he determines necessary for the proper operation of the City and to attain the City's policy objectives. The Mayor, in consultation with Todd, will establish a priority amongst the various goals and objectives and said objectives and priorities shall be reduced to writing. Todd's salary and other benefits may be adjusted by mutual agreement of the parties during the six-month review process as specified herein. Todd's salary and other benefits shall be adjusted at the one year anniversary of her employment, and said adjustment shall be in a range that is consistent with salaries for City Administrators in King County, and shall in no event fall below the median salary for City Administrators in King County as determined by a salary survey. In the event that circumstances prevent a review of Todd's performance at the one year anniversary date of her employment, and on the one year anniversary date in subsequent years, any upward adjustment in Todd's salary and other benefits that occurs through the review process shall be retroactive to her anniversary date of employment, which is January 2. In recognition of accomplishments and excellent performance, a merit increase may be granted to Todd at the six-month anniversary or at the time of annual review.

10. Termination.

a. By the City. The parties recognize and acknowledge that the provisions of the City Personnel Manual, and paragraph 4 above notwithstanding, Todd is an "at will" employee and the Mayor may terminate Todd with or without cause at any time and for any reason.

b. Termination Pay and Termination Benefits.

1. In the event the City elects to terminate Todd for any reason other than "cause" during the first year of employment, Todd shall receive a cash payment equal to one (1) month of Todd's base salary rate, plus a sum equal to the premiums for the City's medical plan for one (1) month's medical and dental for Todd and her dependents ("Termination Pay").

2. In the event the City elects to terminate Todd for any reason other than "cause" after January 2, 2015, Todd shall receive a cash payment equal to three (3) months of Todd's base rate and education incentives, plus a sum equal to the premiums for the City medical plan for three (3) months medical and dental for Todd and dependents ("Termination Pay").

3. Under either scenario in 10. b. 1 or 2, above, Todd shall also receive payment for all accumulated vacation leave, administrative leave, and sick leave to the extent it is authorized by the City's Personnel Manual ("Termination Benefits"). Said sum shall be subject to applicable federal withholding taxes. In consideration of said payment, Todd agrees to execute a release of all claims against the City, its elected or appointed officers, employees or agents, for any claims arising out of Todd's employment or Todd's termination of employment with the City. Provided, if Todd is terminated for "cause", then Todd shall not be

entitled to any Termination Pay, but will remain entitled to her Termination Benefits; provided that, such Termination Benefits shall only include payment for any remaining accrued sick leave and vacation leave that is in excess of the amount of sick leave and vacation leave provided as a credit pursuant to Sections 8(a) & (b) of this Agreement. For purposes of this Agreement, the term "cause" shall mean misfeasance, malfeasance, or nonfeasance in office.

c. Termination by Todd. In the event Todd elects to terminate her employment with the City, Todd agrees to provide the City with not less than sixty (60) days' notice prior to the effective date of said termination of employment. Notwithstanding the foregoing notice requirement, nothing shall prevent the Mayor, upon receiving Todd's notice of intent to terminate her employment, from compensating Todd at the rate of Todd's base salary for the unexpired portion of the sixty (60) days' notice and releasing Todd prior to the expiration of said notice period. Todd shall not be entitled to Termination Pay, but shall receive Termination Benefits; provided that, such Termination Benefits shall only include payment for any remaining accrued sick leave and vacation leave that is in excess of the amount of sick leave and vacation leave provided as a credit pursuant to Sections 8(a) & (b) of this Agreement.

11. Indemnification. Todd shall be entitled to the benefits and subject to the responsibilities, set forth in Black Diamond Municipal Code Chapter 2.66.

12. Bonding. The City shall bear the full costs of any fidelity or other bonds required of Todd under any law or ordinance associated with performing the City Administrator duties.

13. Integration. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement.

14. Modification. The parties agree that this Agreement can be amended or modified only by written addendum to this Agreement, approved by the City Council, and signed by both parties.

15. Authorization. The Mayor's appointment of Todd to the position of City Administrator was confirmed by the City Council on the 9 day of January, 2014 and the Mayor was authorized by the City Council to execute this agreement by the adoption of Resolution number 14-919.

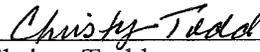
16. Review by Independent Legal Counsel. Todd represents and acknowledges that she has read this Agreement in its entirety and has had an opportunity to review the Agreement. She further represents and acknowledges that it is her understanding that this Agreement has been reviewed and approved by the City of Black Diamond Attorney on behalf of the City only, and not on behalf of Todd. By virtue of this passage, she further acknowledges that she has been advised that she has the right to consult independent counsel concerning this Agreement, and that by signing this Agreement she acknowledges that she has afforded himself

the opportunity to do so, or hereby expressly waives her right to have the Agreement reviewed by independent legal counsel, and agrees to the terms hereof by signing the same.

17. Relationship to Personnel Manual. This Agreement is understood by both parties to be supplemental to terms and provisions as set forth in the City's adopted Personnel Manual. Should any of the terms of this Agreement differ from terms in the Personnel Manual, this Agreement shall govern.

CITY OF BLACK DIAMOND

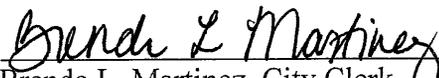
By: 
Dave Gordon, Mayor


Christy Todd

Date: 1/12/14

Date: 1-14-14

ATTEST:

By: 
Brenda L. Martinez, City Clerk

Approved as to form:

By: 
Chris Bacha, City Attorney (INTERIM)
P. STEPHEN DiJULIO