

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT
BETWEEN
JOHN WILLIAMS AND THE CITY OF LYNDEN

1. PARTIES

1.1 This Agreement is entered into this 20th day of July, 2021, by and between the City of Lynden, Washington, a non-charter optional municipal code city, hereinafter referred to as "City" and John Williams for the mutual benefits to be derived.

2. RECITALS

2.1 The Mayor and City Council of the City have gone through a managed selection process to identify and select a qualified individual to fill the position of City Administrator.

2.2 It is the desire of the Mayor and City Council to employ the services of John Williams as City Administrator, and it is the desire of John Williams to accept employment as City Administrator.

2.3 Both parties desire to establish and delineate the terms and conditions of employment, and in consideration of the mutual covenants contained herein agree to the following terms.

3. COMMENCEMENT OF EMPLOYMENT

3.1 Agreement. The City hereby agrees to employ John Williams as its City Administrator, and John Williams hereby agrees to accept said employment in accordance with the terms and conditions of this Agreement.

3.2 Term. Mr. Williams' employment shall commence effective as of DATE, 2021, and shall continue unless terminated in the manner provided in this Agreement. Mr. Williams understands that the City has expended effort and money to secure his employment and agrees to commit to a term of employment of not less than two (2) years from the commencement of employment unless otherwise terminated by the City as hereinafter provided. Mr. Williams agrees that the two-year commitment is reasonable, acknowledges that his failure to honor said

two-year term can cause irreparable harm to the City, and agrees to the reimbursement schedule set forth in Section 7.3 below.

4. SALARY AND PERFORMANCE REVIEW

4.1 Salary. Starting salary for Mr. Williams commencing DATE 2021, shall be set at Step 8 on the City's salary scale, which is \$141,743 annually. On January 1, 2022, that amount will be increased to the standard Cost of Living Adjustment (COLA) that is offered to other City Department Heads. On January 1, 2023, Mr. Williams' salary shall move to Step 9, plus the annual COLA, and so forth until reaching the top Step 10. Each year after reaching the top step, Mr. Williams' salary will increase on January 1 by the annual COLA as described above. Such salary shall be paid in accordance with the normal and usual procedure for general employees of the City.

4.2 Performance Review. Mr. Williams's performance shall be reviewed after the first year of employment and annually thereafter unless the City and Mr. Williams mutually agree to a more frequent period. The City and Mr. Williams agree that the parties shall annually develop goals and objectives upon which Mr. Williams shall be evaluated for the coming year.

5. DUTIES

5.1 Generally. Mr. Williams shall perform all the functions and duties of the City Administrator, including such duties as are set forth in Lynden Municipal Code 2.05.030, and such other legally permissible and proper duties and functions as the City Council and Mayor shall from time to time assign.

5.2 Meeting Attendance. Mr. Williams shall attend all City Council meetings unless excused by the Mayor in advance. In addition, Mr. Williams shall also be required to attend certain nighttime meetings, with the same excusal exception. These meetings may include Civil Service Commission meetings and other City Commissions and Boards. Said meetings are an integral part of the duties of the position and have been and are included in the consideration in establishing the salary to be paid to Mr. Williams.

6. BENEFITS

6.1 Sick Leave/Vacation Holidays. Mr. Williams shall accrue sick leave at the rate of eight (8) hours per month and vacation leave at the rate of twenty (20) days per year. A five (5) day bank of both sick leave and vacation shall be "front loaded" and immediately available

upon employment. Vacation shall be accrued thereafter consistent with the practice for all City Department heads. Mr. Williams shall be entitled to paid holidays as are established by City policies.

6.2 Membership Dues. The City shall pay membership dues for professional organizations, including but not limited to the International City Managers Association and Washington City Managers and Administrators and a subscription to professional publications on behalf of the City Administrator as are specifically authorized by the City Council through the budget process.

6.3 Professional Enhancement Costs. The City shall pay and/or reimburse Mr. Williams the costs of attending seminars, and such other professional enhancement courses as may be provided for in the annual budget. Necessary expenses to attend such meetings shall be reimbursed in accordance with adopted City policies for reimbursement of employee-incurred expenses.

6.4 Transition Costs. The City shall reimburse Mr. Williams for reasonable moving expenses incurred in moving his household goods from Moses Lake to Lynden to a maximum limit of \$7,000. All funds described herein shall be available upon presentation of a written request with verification of expenses and shall be consistent with adopted City expense reimbursement policies.

6.5 Car Allowance and Mileage. The City shall provide a monthly allowance of \$300 for automobile expenses incurred by Mr. Williams use of his personal vehicle. Additionally, the City agrees to pay for mileage at the current IRS allowance as it now exists or may be adjusted in the future for trips beyond Whatcom County for City-related training, seminars, conferences and other city-related business. Mr. Williams will be responsible at all times for full and proper maintenance and insurance costs of the vehicle.

6.6 Medical Benefits. The City shall provide medical, dental and vision insurance for Mr. Williams and his dependents, and other fringe benefits in a manner and amount generally provided for all non-represented employees. Insurance shall be effective in accordance with City policies.

6.7 Retirement. Mr. Williams will be in the PERS plan as described in the Public Employees Retirement Act and its revisions, or as an alternative, Mr. Williams may elect to be covered by any other deferred compensation or retirement plan available to public employees in the State of Washington, provided that any cost above the PERS contribution will be deducted from the base salary paid to him.

7. TERMINATION OF EMPLOYMENT

7.1 By City. It is recognized that this Agreement is a contract for personal services. Mr. Williams acknowledges that he is an “at will” employee and agrees that the City may terminate him with or without cause at any time.

7.1.1 Severance Pay. In the event that the City elects to terminate Mr. Williams for any reason other than “cause,” Mr. Williams shall receive the equivalent of ninety (90) days compensation from the date of termination of employment. If Mr. Williams is terminated for willful misconduct, including but not limited to fraud, embezzlement, or theft or for being under the influence of alcohol while on duty, Mr. Williams will be deemed terminated for “cause” and shall not be entitled to severance pay.

7.2 By City Administrator. In the event Mr. Williams shall terminate his employment with the City for any reason, or if permitted to terminate this Agreement by law, Mr. Williams agrees that he shall provide the City with not less than sixty (60) days prior notice of the effective date of such termination in order to afford the City a reasonable opportunity to find an interim or replacement City Administrator. In the event a replacement is found who is able to commence employment prior to the expiration of this 60 day notice period, the parties agree that they shall, in good faith, negotiate an earlier termination date.

7.3 Termination Prior to Expiration of Commitment Period. If Mr. Williams terminates his employment with the City prior to the expiration of the two-year commitment as specified in Section 3.2 above and such termination is not by mutual agreement of the parties or a result of breach of any term or condition of this agreement by the City, Mr. Williams agrees to reimburse the City the amount of moving expenses referred to in Paragraph 6.4 hereof.

8. RESIDENCE REQUIREMENT

8.1 Terms. The City Code requires that the City Administrator reside within the City limits of Lynden. Mr. Williams agrees to do so no later than twelve months after commencing his employment, unless the Mayor agrees to extend that time.

9. GENERAL PROVISIONS

9.1 Entire Agreement. 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.

9.2 Modification. The parties hereby further agree that this Agreement can be amended or modified only with the written concurrence of both parties.

9.3 Illegality. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the City shall have the right at its sole option to continue the Agreement or declare the Agreement void and enter into negotiations with Mr. Williams for the execution of a new personal service agreement.

9.4 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington.

9.5 Notices. Any notices required to be given under this Agreement shall be delivered or mailed to the following parties at the following address:

City: City of Lynden
Attention: Mayor
300 4th Street
Lynden, WA 98264

City Administrator: Address as shown on the most current City Roster at the time of mailing.

Notices may be delivered either personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three days after the date of mailing.

DATED AND SIGNED THIS _____ day of _____, 2021.

CITY ADMINISTRATOR

CITY OF LYNDEN

JOHN WILLIAMS

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

ATTORNEY FOR THE CITY OF LYNDEN

John Williams represents and acknowledges that he has read this Agreement in its entirety and has had an opportunity to study and review the Agreement and has been advised that he as a right to consult independent counsel concerning this Agreement, and that he has had the opportunity to do so. John Williams expressly waives his right to review by independent counsel and agrees to the terms hereof by signing below. (Strike out the preceding sentence relating to waiver of right to consult counsel if the agreement is reviewed by independent counsel and have counsel sign below.)

John Williams

DATE