

EMPLOYMENT AGREEMENT  
SNOQUALMIE CITY ADMINISTRATOR

THIS EMPLOYMENT AGREEMENT (“Agreement”), by and between the City of Snoqualmie ("the City") and Michael Chambless ("Chambless" or "Employee"), is dated for reference purposes the 23rd day of October, 2023.

I. RECITALS

1.1 The City is a municipal corporation of the State of Washington, organized and operating under the Optional Municipal Code, title 35A RCW, and specifically having adopted a mayor-council (i.e., "strong mayor") plan of government under chapter 35A.12 RCW.

1.2 The position of City Administrator is appointed by the Mayor and confirmed by City Council under applicable state statutes and provisions of the municipal code. See RCW 35A.12.100 and Snoqualmie Municipal Code (“SMC”) 2.64.010(A)(1). The Mayor has appointed Chambless to the position of City Administrator, subject to City Council confirmation.

1.3 This Agreement is intended to set forth the specific terms and conditions of Chambless’s employment as City Administrator, subject to all state statutes and ordinances and policies of the City of general applicability to the extent such City policies are not inconsistent with this Agreement.

1.4 City Council confirmed Chambless’s appointment, and approved this Employment Agreement and authorized the Mayor to sign the same, at a regular meeting on October 23, 2023.

1.5 This Agreement is based upon the foregoing recitals, and the mutual agreements set forth herein.

II. AGREEMENT

**2.1 EMPLOYMENT**

2.1.1. Employment as City Administrator. Michael Chambless is hereby employed commencing November 1, 2023 (“Commencement Date”), as the City Administrator of the City of Snoqualmie, subject to all of the terms and conditions of this Agreement and subject to all state laws and regulations and ordinances and policies of the City of general applicability. To the extent this Agreement makes any provisions different from adopted policies of the City, including but not limited to the City Personnel Policies, this Employment Agreement shall control. Employee hereby acknowledges receipt of the City Personnel Policies. If any of the provisions of this Agreement are inconsistent with state laws and regulations or City ordinances, the state laws and regulations and City ordinances shall control.

2.1.2. Effect of Change in Form of Government. If during the term of this Agreement, the form of government of the City is changed from Mayor - Council to Council - Manager, this Agreement shall remain in full force and effect and Employee's position shall be changed from City Administrator to City Manager. Employee acknowledges that under the Council - Manager form of government, the City Manager is an "at will" position, and may be terminated with or without cause by the City Council, subject to the procedures of chapter 35A.13 RCW and the provisions of Sections 2.9.2 and 2.9.3 below.

## 2.2 TERM

The term of this Employment Agreement shall be indefinite (the "Term"). Employee's employment in the position of City Administrator shall begin on the Commencement Date and shall continue until Employee voluntarily resigns, or his employment is terminated as provided for in Section 2.9 below.

## 2.3 DUTIES AND AUTHORITY.

Employee shall perform the duties of City Administrator, as set forth in the Job Description attached hereto as Exhibit A. Employee further acknowledges that the City Administrator is the City's "chief administrative officer" as that term is used in RCW 35A.12.100, that he is the designated representative of the Mayor in all respects, and additional duties as prescribed by the Mayor may be required. Employee's designated hours of work shall be as prescribed in the City Personnel Policies; provided, Employee acknowledges that the position of City Administrator may require work outside of designated hours, and that the City Administrator is subject to being called upon to work for the City at any time to deal with matters requiring his attention.

## 2.4 COMPENSATION

2.4.1. Base Salary. Following City Council confirmation and beginning on the Commencement Date, Employee's base salary shall be Seventeen Thousand, Eight Hundred Seventy-One Dollars (\$17,871) per month ("Base Salary"), payable in accordance with City regular payroll periods and procedures and subject to all withholdings and deductions required by law.

2.4.2. Pay For Performance (PFP). Employee shall be eligible to participate in the City's Pay for Performance (PFP) program beginning on the anniversary date of the Commencement Date, and as provided by the City's Personnel Policies. Employee shall meet with the Mayor during the first thirty (30) days following City Council confirmation to set objective performance goals. Employee shall thereafter receive written performance evaluations on the anniversary of the Commencement Date, as provided by Res. 806, Ex. A.

2.4.3. Base Salary Adjustments. City employee salaries and benefits are established by City Council in the biennial budget. Base salary increases for the Employee, if given, will be based upon satisfactory or better performance during each year of employment, based upon Employee's performance evaluations. In addition, the City shall adjust Employee's base salary by the amount of any cost-of-living adjustment ("COLA") granted to Employer's other Management & Professional ("M&P") employees. If Employee's salary or benefits shall not be reduced except as part of an across-the-board reduction for all City employees, in which case Employee may at his option elect to treat it as a termination without cause, and the provisions of paragraph 2.9.3 shall apply.

2.4.4. No Overtime. Employee acknowledges that as a management/professional employee, he is an exempt employee under the Fair Labor Standards Act and is not entitled to overtime.

2.4.5. No Relocation or Temporary Housing Compensation. Because Employee already resides in King County, Washington, no relocation or temporary housing compensation shall be paid under this Agreement.

## 2.5. RETIREMENT AND DEFERRED COMPENSATION.

2.5.1. Retirement. Beginning on the first regular date for payment of base salary following the Commencement Date, the City will pay the Employer's share of federal Social Security and Medicare contributions. On the same date, the City shall also pay the Employer's share contribution into the Washington State Public Employee Retirement System ("PERS") on Employee's behalf.

2.5.2. Deferred Compensation. Beginning on the first regular date for payment of base salary following the Commencement Date, the City shall contribute an amount matching the Employee's contribution up to a maximum of \$200 per month, consistent with deferred contributions paid to City management and professional employees under Resolution No. 768.

2.5.3. Other Retirement / Deferred Compensation Benefits. Employer shall provide Employee all current and future retirement and deferred compensation benefits provided to other exempt City employees, in the same manner provided for by the then-applicable City Personnel Policies, except as otherwise addressed in this Agreement. Such other current and future retirement and deferred compensation benefits, if any, shall be in addition to the other benefit provisions of this Agreement.

## 2.6. PAID TIME OFF, HOLIDAY AND FAMILY LEAVE

2.6.1. Paid Time Off. Effective as of the Commencement Date, Employee shall be entitled to accrue paid time off ("PTO") at a rate of 22 hours per month. This rate will adjust to

the next higher rate after the completion of the third year of employment as City Administrator, starting from the Commencement Date. Employee will be paid out the full balance of PTO in the final paycheck after employment ends, based on the maximum accrual cap of 900 hours. Any policy updates will not impact this maximum accrual cap unless the update is higher than the 900-hour cap.

2.6.2. Holiday Leave. Employee shall receive the same paid holidays as provided to other City Management Professional employees.

2.6.3. Family and Medical Leave. The City shall pay the Employer's share of required contributions for Washington State Family & Medical Leave benefits and deduct from Employee's monthly compensation the required Employee contribution for Washington State Family & Medical Leave benefits.

2.6.4 Management Leave. Employee will be entitled to 16 days of management leave days per calendar year.

## 2.7. HEALTH, DISABILITY AND LIFE INSURANCE BENEFITS

2.7.1. Health Insurance Benefits. City shall provide and pay the premiums for medical health insurance benefits for Employee and dependents (if any) via the AWC Kaiser 200 Plan plus a Health Reimbursement Arrangement (HRA) benefit of up to \$3,000 per individual \$6,000 per family annually. City shall pay premiums for dental and vision insurance for Employee in accordance with the City Personnel Policies and other adopted written policies.

2.7.2. Disability and Life Insurance Benefits. City shall provide Employee with the same life, disability, and other insurance coverage available to all other City M&P employees, all in accordance with the City Personnel Policies and other adopted written policies.

## 2.8. GENERAL BUSINESS EXPENSES.

2.8.1. Dues and General Expenses. The City shall pay Employee's dues, subscriptions, professional development, memberships and general expenses in accordance with adopted City policies unless inconsistent with the provisions of this Agreement. The City shall pay membership fees for such standard associations and attendance at recognized conferences of professional organizations, including **WCCMA** and **ICMA**, necessary for Employee to fully discharge his duties and responsibilities. General expenses for such activities shall be in accordance with budgetary/fiscal guidelines approved annually by the City Council.

2.8.2 Vehicle Use. Employee is entitled to use of City vehicles in the performance of his official City duties. If Employee decides to use his private vehicle for City duties, he will be reimbursed for mileage in accordance with the IRS standard cents per mile.

## 2.9. TERMINATION

2.9.1 At-Will Employment Status. Employee acknowledges that under the Mayor - Council form of government, the City Administrator is an "at will" employee and may be terminated with or without cause by the Mayor.

2.9.2. Termination For Cause. In the event the Mayor (or Council, in the event the form of government is changed to Council - Manager) terminates Employee for cause at any time, Employee shall not be entitled to receive any severance pay as provided in section 2.9.3, but shall be entitled to payment for accrued PTO up to the maximum cap set forth in Section 2.6.1, and such termination benefits which are provided by standard City policy. For purposes of this section, the term "for cause" shall mean a fair and honest cause or reason, based on facts supported by substantial evidence and which Employer reasonably believes to be true, and which is not for any arbitrary, capricious, or illegal reason. "Cause" includes, without limitation, the committing of any illegal act involving personal gain to Employee; conviction for any felony; material violation of the City Ethics Ordinance (Chapter 2.80 SMC); gross neglect in the performance of his duties; and any act, error or omission which materially discredits the City or materially impairs provision of orderly services to citizens of the City.

2.9.3. Termination Without Cause. In the event of Employee's termination without cause or elimination of the position of City Administrator during the Term, while Employee is willing and able to perform the duties of City Administrator, the City shall compensate Employee in an amount equal to six (6) months' salary and deferred compensation, and for said six (6) month period shall continue to pay on Employee's behalf premiums for continuation of such medical, dental and vision insurance coverages for Employee and his dependents in effect prior to the termination. Such monetary severance compensation shall be payable over a period of six (6) months, payable at standard City pay periods and subject to applicable federal and state tax withholding, commencing in the month next following termination; COBRA premiums shall be paid in accordance with Section 2.9.4 below. For purposes of this section, the term "without cause" shall mean termination for any reason other than a reason constituting termination "for cause" as defined in section 2.9.2.

2.9.4. Health Benefits Continuation. In accordance with federal law ("**COBRA**"), Employee may elect continuing medical, dental and vision benefits under the Employer's current health insurance policies for 18 months following the termination date ("**COBRA** benefits"), provided that Employee must make timely application and remain eligible for such benefits. Pursuant to this Agreement, and provided Employee maintains eligibility for COBRA benefits and signs and timely submits to the City the NW Administrators' premium invoice, the Employer will enhance the standard COBRA benefits by paying the premiums for such continuation coverage for a period of six (6) months after the termination date. Employee may utilize NAVIA HRA debit card benefits during this period of six (6) months, subject to any applicable HRA plan rules. If Employee is still eligible for COBRA benefits after such six-month period, he may continue coverage for the remainder of the 18-month COBRA period at

his own expense. It is the intent of the parties that Employee's COBRA rights begin to run on the termination date.

2.9.5. Resignation. In the event Employee voluntarily resigns from his employment as City Administrator, he shall give the City thirty (30) days' or more written notice in advance, unless written notice is waived in writing by the Mayor. In the event of resignation, Employee shall be entitled to accrued Paid Time Off up to the maximum cap set forth in Section 2.6.1 and such other termination benefits which are provided by standard City policy. If Employee resigns following an offer (formal or informal) by the Mayor to accept resignation, then Employee may immediately declare a termination as of the date of the offer to accept resignation.

#### 2.10. DEFENSE AND INDEMNIFICATION.

To the maximum extent permitted by law (RCW 4.96.041) and City code (Chapter 2.100 SMC), the City shall defend, indemnify, and hold harmless Employee against any and all claims, demands, suits, actions or proceedings of any kind or nature arising out of the good faith performance by Employee of his duties and responsibilities as City Administrator, provided Employee's performance is not contrary to established ordinances, resolutions, policies and reasonable standards of conduct adopted by the City Council.

#### 2.11. DISPUTE RESOLUTION.

In the event any dispute arises under this Agreement relating to the proper interpretation of the provisions hereof, Employee and the Mayor shall first meet to attempt to resolve such issue. In the event no resolution can be reached, either Employee or the Mayor may request non-binding mediation, and in the event of such request both Employee and the Mayor and such other City representatives as the Mayor may designate shall participate in good faith. In the event mediation does not result in resolution of the dispute, either party may submit the dispute to the American Arbitration Association for binding arbitration before a single arbitrator according to the rules of the Association. The results of arbitration shall be final and conclusive, and either party may have judgment thereon entered in Superior Court as provided by law.

#### 2.12. SEVERABILITY.

In the event any of the provisions of this Agreement are determined to be unenforceable or invalid by a court of law, then those portions not affected by such determination shall remain in full force and effect to the maximum extent possible.

#### 2.13. ENTIRE AGREEMENT.

This Employment Agreement contains the entire agreement between the City and Employee, and all prior discussions and negotiations shall be of no further force or effect. There are no other agreements, oral or written, except as expressly set forth in this Employment

Agreement. This Employment Agreement may only be modified by a subsequent written agreement approved by City Council and signed by Employee and the Mayor.

**AGREED TO AND ACKNOWLEDGED BY:**

**CITY OF SNOQUALMIE**

**EMPLOYEE**

By: \_\_\_\_\_  
Katherine Ross, Mayor

By: \_\_\_\_\_  
Michael Chambless

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Deana Dean, City Clerk

Approved as to form:

\_\_\_\_\_  
David Linehan, Interim City Attorney