

## **CITY ADMINISTRATOR AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and effective the 23<sup>rd</sup> day of April, 2025, by and between the City of Stevenson, Washington, Non- charter code city of the State of Washington ("the City") and Wesley Wootten ("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 for the City. Employee shall carry out the City's lawful policy directives, goals, and objectives, as communicated to Employee by the Mayor, while presenting information and recommendations to allow for fully informed policy decisions addressing both immediate needs and anticipate future conditions
- 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. The Employee shall comply with the City's adopted Personnel policy.
- C. The Employee will report to and be supervised by the Mayor.
- D. Employee shall attend and be permitted to attend, whether personally or through a designee of Employee's choosing, all meetings of the City's governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise provided by applicable law, regulation, or the City's agreement with any other person
- E. Employee agrees to accept employment and act as City Administrator for the City and to perform his duties to the best of his 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.
- F. 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 April 23, 2025, and shall serve at the pleasure of the Mayor.

- 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 to the provisions set forth in Section 6 of this Agreement, the City's Personnel Policy, the laws of the State of Washington, and any adopted City ordinances.
- 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 to the City's Personnel Policy, and 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 \$127,500, 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 and may be provided in response to a public records request. Employment for any period less than one month shall be prorated.
- B. The parties agree 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 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.
- 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. The City shall provide health benefits consistent with the City's employee manual and Personnel Policy.

#### **SECTION 5. RETIREMENT:**

The City 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 City and Employee shares.

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

- A. Employee may resign at any time 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 this paragraph) 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 three (3) months of Employee's then current annual gross salary for years of employment one through five and for subsequent years six months of the Employee's then current annual gross salary thereafter. 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 the City and Employee.

- E. It is understood 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 Employee will work at least 40 hours per week, Monday through Friday, and is responsible for arranging, with the approval of the Mayor, his own hours of work to effectively complete the duties of the position. The parties recognize Employee will be exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act and/or Washington law.

#### **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:**

- A. The Mayor and City Council with the Mayor's approval 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, adopted City ordinances, the City's Personnel Policy, or any other applicable 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 the City, except as may be specifically agreed upon herein.
- B. To the maximum extent permitted by law, the City must defend, save harmless, and indemnify the Employee from and against any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, or awards, including but not limited to Employee's reasonable attorney's fees incurred in such action and in enforcing this indemnification provision, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator, even if said claim is brought/filed following Employee's separation from employment or based upon Employee's own alleged negligence or misconduct, provided at the time of the alleged act or

omission, the Employee was then acting within the scope of his duties. Under these circumstances only, the City (and/or its insurer) must pay the amount of any settlement or judgment rendered thereon, and further, the City (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Employee.

In connection with those claims or suits involving the Employee in his professional capacity, the City (and/or its insurer) must defend the Employee and/or must retain and pay for an attorney to represent the Employee (including all fees and costs) in connection with any such suit, claim, complaint, mediation, arbitration, or similar actions.

This Section shall survive the termination of this Agreement.

#### **SECTION 10. MISCELLANEOUS PROVISIONS:**

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. Any prior discussions or representations by or between the City or any representatives or agents and Employee are merged into and rendered null and void by this Agreement. This Agreement may be amended only by an express written agreement signed by the City and Employee. Such amendments must be incorporated and made a part of this Agreement.
- B. **Successors in Interest.** The provisions of this Agreement will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.
- C. **Effective Date.** This Agreement becomes effective on the date set forth above and will continue until terminated.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they have been executed by both the City and Employee subsequent to the expungement or judicial modification of the invalid provision.
- E. **Precedence.** In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of the City's policies, or any ordinance or the City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement must take precedence over contrary provisions of the City's policies, ordinances, rules, and regulations or any such permissive law during the term of this Agreement.

**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 Attorney, and Employee has signed and executed this Agreement with an effective date of April 23, 2025.

**CITY OF STEVENSON,**

**EMPLOYEE:**

a Washington municipal corporation

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Mayor

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Wesley Wootten

**APPROVED AS TO FORM:**

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City Attorney