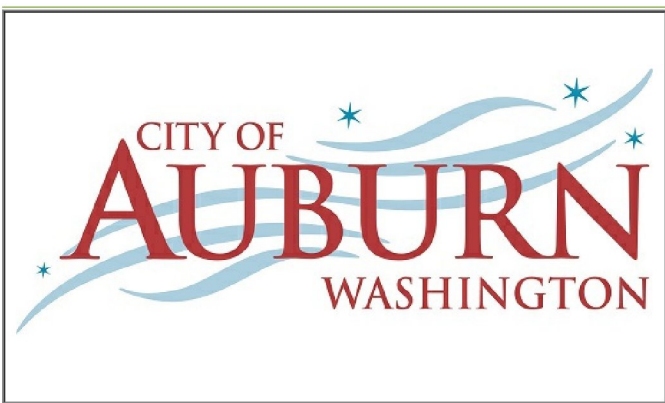
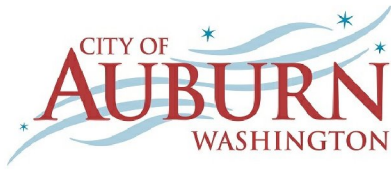


	City Council Study Session Finance - Econ Dev SFA April 9, 2018 - 5:30 PM Council Chambers - City Hall AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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- I. CALL TO ORDER
 - A. Roll Call
- II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS
 - A. Ann Macfarlane Presentation - Using Robert's Rules of Order to Serve Your Community Better (2 Hours)
- III. AGENDA ITEMS FOR COUNCIL DISCUSSION
 - A. Director Contract Discussion (Roscoe) (15 Minutes)
- IV. FINANCE AND ECONOMIC DEVELOPMENT DISCUSSION ITEMS
- V. OTHER DISCUSSION ITEMS
- VI. NEW BUSINESS
- VII. MATRIX
 - A. Matrix
- VIII. ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (<http://www.auburnwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Director Contract Discussion (Roscoe) (15 Minutes)

Department:

Human Resources

Attachments:

[Department Director Employment Agreement](#)

Date:

April 4, 2018

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:**

Meeting Date: April 9, 2018

Staff:

Item Number:

EMPLOYMENT AGREEMENT BETWEEN

[NAME]

AND THE CITY OF AUBURN, WASHINGTON

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the City of Auburn, Washington, a municipal corporation of the State of Washington, (hereinafter referred to as "City") and _____

[name and title] (hereinafter referred to as the "Employee"), both of whom understand as follows:

WHEREAS, the City depends on the talents and contributions of a well-qualified team of Department Director level employees to meet the needs of the City and to address its operational responsibilities; and

WHEREAS, the City desires to [continue to] employ the services of the Employee as its _____

[title];

WHEREAS, it is further the desire of the City to: (1) secure and retain the services of the Employee and to provide inducement to remain in such employment; (2) promote the Employee's productivity, morale and peace of mind with respect to the Employee's work and security; (3) deter malfeasance, misfeasance and nonfeasance on the part of the Employee; (4) identify the severance benefits which may be paid to the Employee as a result of termination, and to have the terms of such reduced to writing in this contract; and

WHEREAS, the Employee desires to be employed as, and/or continue employment as, the _____

[title].

NOW THEREFORE, in consideration of the mutual covenants herein contained, THE PARTIES HERETO AGREE as follows:

1. INTENT OF AGREEMENT

This Agreement is intended to establish severance benefits payable to Employee in the event of Employee's termination from employment with the City. The City of Auburn's personnel policies shall continue to govern all aspects of the employment relationship between Employee and the City, with the exception of severance benefits and payments to be paid to Employee upon termination as provided for herein. Such severance benefits and payments shall be governed solely by this Agreement.

2. RIGHT TO TERMINATE EMPLOYMENT

The Employee acknowledges that his/her position of employment is an "at will" position and that the Employee's employment may be terminated at any time by the City with or without cause, subject to the City of Auburn's City Code and Administrative Policies and Procedures. Nothing in

this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of Employee.

3. WAIVER AND RELEASE OF ALL CLAIMS

As a condition of and prior to receiving any severance benefits pursuant to this Agreement, the Employee agrees to waive any and all claims, whether known or unknown, against the City that may have arisen or may arise as a result of the employment relationship between the City and Employee. This release specifically covers, but is not limited to, any claims of discrimination based on race, color, national origin, sex, sexual orientation, marital status, age (including claims under the Age Discrimination in Employment Act) or physical or mental disability under any federal, state, or local law, rule, or regulation; any contract or tort claims arising under federal, state, or local law; any claims for unpaid wages or benefits; any claims arising under federal, state, or local law based on promises made or allegedly made by the City to Employee; and any claims under any express or implied contract or legal restrictions on the City's right to terminate its Employees. Employee hereby covenants not to assert any such claims or causes of action (the only exception being a suit filed solely to challenge the validity of this release under the ADEA). This release is intended to be all encompassing, and to fully resolve all matters and relations between the parties up to the termination of employment of the Employee.

4. DUTIES

The Employee shall continue in the Employee's position of employment as the _____ [title]; for the City of Auburn, Washington, to perform the functions and duties specified in the job description for such position and such other legally permissible and appropriate duties and functions to which the Employee may be properly directed and/or assigned in connection with the Employee's position of employment.

5. TERM

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor to terminate the employment of the Employee at any time, subject to the provisions set forth in this Agreement. For the purposes hereof, Mayor shall mean the hiring authority of the City and shall include any person, entity, group or designee empowered to terminate the employment of the Employee.
- B. Nothing in this Agreement shall prevent or otherwise interfere with the right of the Employee to resign at any time from this position with the City of Auburn, subject to the provisions set forth in this Agreement.
- C. This Agreement shall remain in effect for one year from the date of this Agreement and shall be automatically renewed annually, unless this Agreement is otherwise terminated by either party pursuant to the terms of this Agreement.
- D. In the event that written notice of termination is not given by one party to this Agreement to the other party prior to the date by which notice of termination shall be given, this Agreement

shall be extended for an additional year and shall continue to govern the employment of the Employee until terminated as provided herein.

6. TERMINATION AND SEVERANCE PAY

- A. In the event the Employee is terminated by the City, and during such time the Employee is willing and able to perform the regular duties and tasks of the position for which the Employee was employed, the City agrees to severance pay in an amount equal to three (3) months of salary and benefits paid for by the City, at the then rate of monthly salary that Employee earns at the time of termination; Provided that if the Employee has been employed by the City in excess of five (5) years, the City agrees to severance pay of an amount equal to the Employee's current salary and benefits for a term calculated at the rate of one (1) month of for each full year of service as an employee of the city of Auburn up to a maximum of six (6) months (for eight or more years of employment with the City). Such payment shall be made in one lump sum subsequent to the signing of a separation agreement which includes a waiver of claims, and upon surrender of the City property then in Employee's possession. Further Provided that no severance pay as specified above shall be paid to the Employee following termination if the Employee's employment is terminated because of the conviction of a criminal act, or the commission of willful malfeasance, gross negligence, or an act of dishonesty.
- B. All other benefits will be provided in accordance with this Agreement and City policies for payment upon termination, which shall be separate from and in addition to the above severance pay.
- C. In the event the Employee voluntarily resigns his/her position with the City before the expiration of the term of employment, the Employee shall give the City in writing a minimum of one (1) month notice in advance of the effective date of resignation. The Employee will be reimbursed at the current rate of pay for any unused accrued vacation.
- D. Upon retirement (meaning separation in good standing and PERS or LEOFF retirement eligible age), death, or disability retirement the Employee's sick leave shall be reimbursed in accordance with the following schedule based on continuous years of service:

<u>Upon Completion of Years of Service</u>	<u>Percent of Accrued Unused Sick Leave</u>
0 – Completion of 14 Years	0%
14 years and over	ten (10%) percent
25 years and over	twenty-five (25%) percent

Employee that separates in good standing (as defined above) that was hired on or before December 31, 1984, shall be reimbursed at the then current rate of pay for 100% of unused, accrued sick leave up to a maximum of 960 hours.

7. SALARY

Effective as of January 1, 2018, the City agrees to pay the Employee for services rendered pursuant to this Agreement, an annual compensation in accordance with the Unaffiliated Compensation Schedule, Grade 13-Directors (N13), payable in installments at the same times and intervals as other employees of the City are paid. The City may also grant increases in the Employee's base salary in such amounts and to such an extent as the City may determine desirable, on the basis of an annual salary review of the Employee's job performance. The Employee shall receive cost-of-living wage adjustments each year as approved by the City Council. The salary provided herein may be modified by mutual consent of the parties hereto. Any such wage adjustments will be effective on the date approved by the City Council and/or in accordance with the schedule for implementation of wage adjustments for non-represented employees of the City.

8. EXPENSE ALLOWANCE

The City recognizes that certain expenses of a non-personal and general job-affiliated nature are incurred by the Employee and the City hereby agrees to reimburse and pay said general expenses in accordance with City Administrative Policy in effect at the time the expenses are incurred.

9. EMPLOYEE BENEFITS

The City shall provide the Employee all employee benefits in accordance with City Ordinances and Administrative Policies, including employee benefits as are currently available to any other non-represented employees or employee groups of the City.

10. DIFFERENTIAL OF EMPLOYEE SALARY AND BENEFITS

In the event the terms for or provision of salary or benefits of this Agreement differ from the provisions of the City's Administrative Policies, the provisions of this Agreement shall control over the provisions of the City Administrative Policies as they relate to such different terms or provisions.

11. CONSIDERATION

The parties hereto agree and stipulate that the covenants, conditions and respective benefits to the city and the employee are sufficient consideration for this agreement. The parties further agree and stipulate that in consideration of the compensation due the Employee upon termination, the City has the right to terminate the employee's employment in accordance with and pursuant to the terms thereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

CITY OF AUBURN

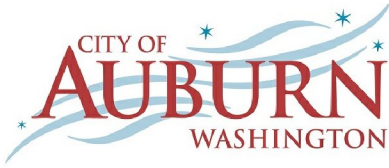
EMPLOYEE

MAYOR

[NAME] _____

Date _____

Date _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Matrix

Date:

April 5, 2018

Department:

Administration

Attachments:

[Matrix](#)

[Special Focus Areas](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:**

Meeting Date: April 9, 2018

Staff:

Item Number:

COUNCIL MATRIX

NO.	TOPIC	Chair	STAFF LEAD(S)	STUDY SESSION REVIEW DATE(S)	COUNCIL DISCUSSION SUMMARY	ACTION DATE
1	Capital Projects Update and Featured Capital Project Discussion	Chair DaCorsi Vice Chair Deputy Mayor Baggett	Asst. Director Gaub	5/14/2018		
2	Community Sustainability Series: Economic and Statutory Considerations for Municipalities	Chair DaCorsi Vice Chair Deputy Mayor Baggett	Asst. Director Tate	4/23/2018		
3	Sign Requirments	Chair DaCorsi Vice Chair Deputy Mayor Baggett	Asst. Director Tate	4/23/2018		
4	Court Fees	Chair Brown Vice Chair Pelosa	City Attorney Heid	5/14/2018		
5	Multi-year Budgets	Chair Brown Vice Chair Pelosa	Finance Director Coleman	6/11/2018		
6	Homelessness Update	Chair Trout-Manuel Vice Chair Wales	Director Hinman	5/29/2018		
7	Multicare Behavioral Health Facility Update	Chair Trout-Manuel Vice Chair Wales	Director Hinman	5/29/2018		
8	Update on Court-DV Filings/Hearings and DV Model Firearms Program	Chair Trout-Manuel Vice Chair Wales	City Attorney Heid	TBD		
9	One Table Presentation	Chair Trout-Manuel Vice Chair Wales	Pat Bailey and City Attorney Heid	5/29/2018		
10	Cost of Service Study - Planning and Development Fees	Chair Holman Vice Chair Brown	Finance Director Coleman	TBD		
11	Livable Cities Update	Chair Holman Vice Chair Brown	Asst. Director Tate	TBD		
12	Annexations (islands and peninsulas)	Chair Holman Vice Chair Brown	City Attorney Heid	TBD		

SPECIAL FOCUS AREAS

HEALTH & HUMAN SERVICES	FINANCE & ECONOMIC DEVELOPMENT	PUBLIC WORKS & COMMUNITY DEVELOPMENT	MUNICIPAL SERVICES
HUMAN SERVICES FUNDING PUBLIC WELLNESS DOMESTIC VIOLENCE SERVICES HOMELESSNESS SERVICES AFFORDABLE HOUSING COMMUNITY SERVICES HUMAN RESOURCES MEDICAL COMMUNITY RELATIONS	CITY BUDGET & AMENDMENTS RISK MANAGEMENT EQUIPMENT RENTAL FACILITIES CITY REAL PROPERTY LEGAL DEVELOPMENT INCENTIVES BUSINESS DEVELOPMENT ECONOMIC DEVELOPMENT STRATEGIES	UTILITIES ZONING, CODES & PERMITS INNOVATION & TECHNOLOGY TRANSPORTATION STREETS ENGINEERING CAPITAL PROJECTS SUSTAINABILITY ENVIRONMENTAL PROTECTION CULTURAL ARTS & PUBLIC ARTS PLANNING	POLICE SCORE JAIL DISTRICT COURT PARKS & RECREATION ANIMAL CONTROL SOLID WASTE EMERGENCY PLANNING AIRPORT AIRPORT BUSINESSES SISTER CITIES MULTIMEDIA
Councilmember Trout-Manuel, Chair Councilmember Wales, Vice Chair	Councilmember Holman, Chair Councilmember Brown, Vice Chair	Councilmember DaCorsi, Chair Deputy Mayor Baggett, Vice Chair	Councilmember Brown, Chair Councilmember Pelosa, Vice Chair
2018 MEETING DATES January 22, 2018 March 26, 2018 May 29, 2018 July 23, 2018 September 24, 2018 November 26, 2018	2018 MEETING DATES February 12, 2018 April 9, 2018 June 11, 2018 August 13, 2018 October 8, 2018 December 10, 2018	2018 MEETING DATES February 26, 2018 April 23, 2018 June 25, 2018 August 27, 2018 October 22, 2018 December 24, 2018	2018 MEETING DATES January 8, 2018 March 12, 2018 May 14, 2018 July 9, 2018 September 10, 2018 November 13, 2018