

**EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF MONROE, WASHINGTON  
AND GENE R. BRAZEL**

**THIS AGREEMENT** is made this 11<sup>th</sup> day of January, 2011, between the City of Monroe, Washington, herein after to as "City" and Gene R. Brazel hereinafter referred to as "Administrator".

**WHEREAS**, the City of Monroe is organized as a municipality under the Revised Code of Washington (RCW 35A.12) as a non-charter, code city, Mayor/Council form of government, and

**WHEREAS**, Gene R. Brazel currently serves as Interim City Administrator for the City, and

**WHEREAS**, the City desires to contract with Gene R. Brazel to serve as City Administrator, and said Gene R. Brazel desires to accept the position as the City Administrator for the City of Monroe,

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived, the parties hereby agree as follow:

1. Commencement of Services. The City agrees to employ Gene R. Brazel as City Administrator, and Gene R. Brazel agrees to accept the position of City Administrator for the City of Monroe in accordance with the terms and conditions of the Agreement.
2. Term. The term of this Agreement shall commence January 12, 2011, and shall continue until terminated as provided by law, or pursuant to the provisions of this Agreement.
3. Duties. Administrator shall perform all duties and obligations of the City Administrator as required by law, specifically including without limitation MMC 2.44 City Administrator (attached as Exhibit A), Resolution 2001/09 Council *Rules of Procedure* (summary attached as Exhibit B), MMC 2.52 Code of Ethics (paragraph attached as Exhibit C), including any future amendments thereto, and such other duties as set forth in other ordinances, resolutions, and/or assigned from time to time by the Mayor.
4. Salary. Administrator's initial salary shall be \$9,975 per month, to be paid in accordance with the procedures for other non-represented City employees. Administrator shall move to Step J as shown in the City's pay matrix, Pay Grade 200, at such time as all other non-represented employees receive step increases and shall thereafter be considered for future salary adjustments, all in accordance with the salary increase schedule for other non-represented City employees.
5. Benefits. All benefits applicable to City Department Director employees shall also be applicable to Administrator except as provided herein.

- A. Vacation and Sick Leave. Administrator shall maintain his existing vacation and sick leave schedule in accordance with the procedures for other non-represented employees of the City.
- B. Retirement. The City shall pay into the Washington State Department of Retirement Systems (DRS) Public Employees Retirement System (PERS) plan, or other retirement plan, for the benefit of the Administrator, in accordance with applicable state regulations.
- C. Deferred Compensation. The City shall match Administrator's contributions into a 401 Deferred Compensation Account for the Administrator on a one-to-one basis, in an amount not to exceed three percent (3%) of the Administrator's annual salary. Such contributions shall be made in accordance with the schedule for similar contributions for other non-represented City employees.
- D. Life Insurance. The City shall pay the premiums for a life insurance policy for Administrator in accordance with the procedures for other non-represented employees of the City.
- E. Membership Dues/Licenses and Certifications. The City shall pay membership dues for the Administrator's membership in the International City Management Association (ICMA), the Washington City/County Management Association (WCCMA), American Water Works Association (AWWA), State Water and Wastewater certifications currently held by Administrator. Subject to Section 5(F), the City shall pay for Administrator's attendance to such conferences and for such other memberships, subscriptions, or dues, desirable for Administrator's continued professional growth, advancement, and for the good of the City, and as shall be contained in the City's adopted annual budget.
- F. Professional Development. The City agrees to consider budgeting for travel and subsistence expenses of Administrator for professional and official travel, meetings, and occasions adequate to continue the professional development of Administrator and to adequately pursue necessary official functions for the City and to maintain licenses and certifications (listed above), so long as the City finds that to be of benefit to the City. These include, but are not limited to, the ICMA Annual Conference, the Association of Washington Cities, the Washington City/County Management Association, water and wastewater associated classes and training to maintain certifications, and such other national, regional, state, and local governmental groups and committees.
- G. General Expenses. Administrator shall be reimbursed for work-related expenses in the same manner as other City employees in accordance with City Finance Policy 2003-017: Meeting Attendance, Travel and Meal Reimbursement, Credit Card. Administrator shall secure prior approval when possible.
- H. Use of City Vehicle. The City shall continue to provide Administrator with use of a City vehicle for official City business on a regular basis. In addition to the

foregoing, in the event that Administrator, in the performance of Administrator's duties and obligations is required to use Administrator's personal automobile for travel, Administrator will be entitled to reimbursement for mileage at the City's adopted mileage reimbursement rate. This is not intended to reimburse Administrator for costs incurred by Administrator in his personal vehicle in personal travel prior to or during the course of the workday, including but not limited to, commuting to and from Administrator's home, during personal errands or other travel for Administrator's convenience during the workday.

- I. Civic Club Membership. The City recognizes the desirability of representation in local civic clubs and other organizations, and Administrator is authorized to become a member of one (1) civic club for which the City shall pay dues and meeting expenses. Administrator shall report to the City on membership he has taken at the City's expense.
  
6. Performance Review. The Administrator's performance shall be reviewed annually on or about the anniversary date of the Administrator's commencement date of employment. Provided, however, that for the first year of Administrator's employment the Mayor and City Council will conduct a review with the Administrator at the six-month anniversary of employment. The Mayor and City Council, as a part of the performance review process, shall define such goals and performance objectives, which they determine necessary for the proper operation of the City and to attain the City's policy objectives. The Mayor and City Council, in consultation with Administrator, will establish a priority amongst the various goals and objectives and said objectives and priorities shall be reduced to writing. The Administrator's salary and other benefits may be adjusted and effectuated by a written amendment of this Agreement during the review process as specified in this Agreement. In recognition of accomplishments and excellent performance, a merit increase may be granted to Administrator and effectuated by a written amendment of this Agreement.
  
7. Termination.
  - A. By the City. The parties recognize and acknowledge that Administrator is an "at will" employee and agrees that the Mayor may terminate Administrator's employment with or without cause at any time and for any reason, subject to confirmation by the City Council.
  
  - B. Termination Pay. In the event the City elects to terminate Administrator for any reason other than "cause", then: (i) Administrator shall receive a cash payment equal to four (4) months of Administrator's base salary ("Termination Pay"), and (ii) the City shall pay the Administrator's insurance premiums under COBRA continuation for the City's medical, dental, and vision plan for a period not to exceed four (4) months for the Administrator and dependents ("Insurance Coverage"). PROVIDED, however, that in lieu of Termination Pay, Insurance Coverage and Leave Accumulation Pay under this section, the parties may mutually agree in writing that Administrator may instead be assigned to an

alternative employment position with the City at a salary and benefit rate consistent with applicable salary range of said alternative position. If Administrator is assigned to an alternative employment position with the City pursuant to this subsection, Administrator shall retain his accumulated vacation leave and sick leave.

Termination Pay and Leave Accumulation Pay shall be subject to applicable federal withholding taxes. Payment of Termination Pay and Leave Accumulation Pay is also expressly conditioned upon Administrator's execution of a written release, in a form approved by the City Attorney, of all actual and potential claims against the City, its elected or appointed officers, employees, or agents, for any claims arising out of Administrator's employment or Administrator's termination of employment with the City. Without limitation of the foregoing, this release shall specifically include claims arising under the federal Civil Rights Act, the federal Equal Pay Act, the Washington state, local, and federal laws against discrimination, including, without limitation, RCW Title 49, the Americans with Disabilities Act and Age Discrimination in Employment Act. PROVIDED, if Administrator is terminated for "cause", then Administrator shall not be entitled to any Termination Pay, Insurance Coverage paid by the City, or Leave Accumulation Pay. The term "cause" shall mean any reason for which a City employee may be terminated under the City's Personnel Manual, Section III-General Employment Information.

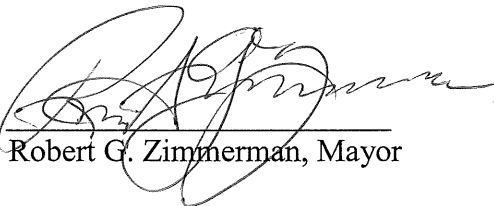
- C. Termination by Administrator. In the event Administrator elects to terminate employment with the City for any reason, Administrator agrees to provide the City with not less than sixty (60) day notice prior to the effective date of said termination of employment. Notwithstanding the foregoing notice requirement, nothing shall prevent the Mayor and City Council, upon receiving Administrator's notice of intent to terminate Administrator's employment, from compensating the Administrator at the rate of the Administrator's base salary for the unexpired portion of the sixty (60) days notice and releasing Administrator prior to the expiration date of said notice.
8. Indemnification. The Administrator shall be entitled to indemnification and a legal defense pursuant to Chapter 2.40 of the Monroe Municipal Code, or any amendment thereof, with respect to claims and/or litigation resulting from any conduct, acts or omissions arising from the scope or course of the Administrator's service or employment with the city.
9. Bonding. The City shall bear the full costs of any fidelity or other bonds required of the Administrator under any law or ordinance.
10. Integration. This agreement constitutes the entire agreement between the parties, 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.

11. Modification. The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.
12. Authorization of Facsimile Copies. Both parties agree that upon the Administrator's signing a facsimile copy of this contract, transmitting the same to the City, upon the Mayor signing said facsimile copy, that both parties shall be bound by the terms and provisions of this Contract which shall be substituted for the signed facsimile copy.
13. Severability. If any clause, section, sentence or provision of this Agreement is ultimately held invalid by a court or tribunal of competent jurisdiction, such invalidation shall not affect the validity of any other clause, section, sentence or provision.

Dated this 14<sup>th</sup> day of January, 2011.

**CITY OF MONROE**

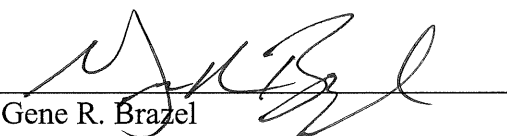
**APPROVED AS TO FORM**

By:   
Robert G. Zimmerman, Mayor

By:   
J. Zachary Lell, City Attorney

Gene R. Brazel represents and acknowledges that he has read this Agreement in its entirety and has had an opportunity to review the Agreement. He further represents and acknowledges that it is his understanding that this contract has been reviewed and approved on behalf of the City by the City of Monroe Attorney. By virtue of this passage, he further acknowledges that he has been advised that he has the right to consult independent counsel concerning the Agreement, and that by signing this Agreement he acknowledges that he has afforded himself the opportunity to do so, or hereby expressly waives his right to have the Agreement reviewed by independent counsel, and agrees to the terms hereof by signing the same.

**CITY ADMINISTRATOR**

By:   
Gene R. Brazel

Date: 1/13/2011

