



MONROE CITY COUNCIL

Agenda Bill No. 17-096

SUBJECT:	Confirmation of City Administrator Appointment and Authorize Mayor to Sign City Administrator Services Contract
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DATE:	DEPTS:	CONTACTS:	PRESENTER:	ITEM:
06/20/2017	Administration & Human Resources	David Moseley Ben Warthan	Geoffrey Thomas	Announcements/Presentations #1

Discussion: 06/20/17

- Attachments:**
1. Letter from Mayor Thomas – Confirmation Request
 2. Resume - Deborah J. Knight
 3. DRAFT City Administrator Services Contract

REQUESTED ACTION: Move to confirm the appointment of Ms. Deborah J. Knight as City Administrator; and authorize the Mayor to sign the City Administrator Services Contract with Ms. Knight, and expressly authorize further minor revisions as deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

Over the past several months, with the assistance of the Prothman Company, the Mayor has undertaken a search for a new, permanent, City Administrator. On April 16, 2017, two candidates were interviewed; and neither candidate was found satisfactory. Further recruitment was requested of the Prothman Company; and on June 8, 2017, two additional candidates were interviewed. Upon completion of the interview process, and background and reference checks, the Mayor has selected Ms. Deborah J. Knight as the new City of Monroe City Administrator and requests Council confirmation of this appointment.

Ms. Knight has enjoyed a successful and distinguished public administration career, all within Washington State borders. She has served as a Public Works Assistant, Interim Public Works Director, and Assistant to the City Manager for the City of Woodinville. More recently she served for six years as the City Administrator for the City of Sultan; and for the past five years she has served as the City Administrator for the City of Stanwood.

Ms. Knight's career demonstrates a person who successfully leads and administers local government organizations. In both Stanwood and Sultan, she has secured substantial grant funding for needed local improvements. She has also successfully developed and implemented economic development strategies such as the "Discover Port Susan" program, marketing Stanwood and surrounding communities as a tourism destination, and the Sky Valley Tourism Partnership, to promote a recreation based economy. In addition, she successfully resolved outstanding compliance orders between the City of Sultan and the Growth Management Hearings Board.

To provide Ms. Knight sufficient time to efficiently conclude her responsibilities at the City of Stanwood, and to ensure a smooth transition, if confirmed, she would start with the City of Monroe on Monday, August 14, 2017.

IMPACT – BUDGET

Annual salary to be \$144,000. To be paid from the General Fund #001, 2017 Budget – Administration Services/Charges Line Item.

TIME CONSTRAINTS

As soon as possible to ensure a smooth transition.



Monroe City Council
806 W Main Street
Monroe, WA 98272

June 16, 2017

RE: Confirmation of the appointment of Deborah Knight as Monroe's City Administrator

Honorable Monroe City Councilmembers,

I am pleased to select Ms. Deborah Knight as the City of Monroe's City Administrator and respectfully request Council's confirmation of this selection. Ms. Knight has worked in public administration in Washington for over 23 years. She has served as City Administrator for eleven of those years for two Snohomish County cities – Sultan and Stanwood. Ms. Knight is also familiar with Monroe, having previously lived in our community for several years.

Ms. Knight's experience in Snohomish County and the Sky Valley makes her uniquely qualified to serve the City of Monroe as City Administrator. In addition to her regular duties as a City Administrator, Ms. Knight has:

- Secured substantial grant funding for road and trail improvements;
- Developed and implemented economic development strategies;
- Built relationships with chambers of commerce, economic development agencies, and business owners;
- Resolved compliance orders with the Growth Management Hearings Board;
- Demonstrated strengths in financial management and budget oversight; and
- Developed relationships with elected officials, technical staff, and organizations at the county, regional, and state level.

Our City is fortunate to have an opportunity to hire someone with Ms. Knight's experience, knowledge, skills, familiarity with our community, and character. I am confident that Ms. Knight will serve our City well. I thank you for considering my request to confirm Ms. Deborah Knight's appointment as Monroe's City Administrator.

Respectfully,

Mayor Geoffrey Thomas

**THE ADVENTURE
STARTS HERE!**

Deborah Knight

SUMMARY

Looking to bring my 20 plus years of public sector leadership and experience to support a successful organization dedicated to serving customers and exceeding expectations.

Skills & Abilities

Leadership

- Support elected and appointed officials to achieve organization goals. Research issues. Assist in alternatives analysis. Tackle and solve difficult and complex problems.
- Raise expectations about what's possible. Lead individuals and teams of people to deliver exceptional customer service.
- Evaluate and recommend strategic directions
- Organize departments and staff into cohesive, professional teams.
- Ability to handle internal affairs investigations and carry out politically charged terminations without legal challenge.
- Implement long-range plans.

Budget Accountability

- Prepare recommended budgets for city operations including water, sewer and stormwater utilities.
- Oversee and manage mission critical projects.
- Assist elected officials with evaluating, setting and implementing rates and fees.
- Plan, fund and construct capital improvement plans
- Analyze employee compensation. Conduct salary and benefit surveys. Negotiate labor agreements.
- Implement bid laws and public contract requirements.
- Comprehensive Planning

Economic Development

- Develop and implement economic development strategies.
- Build relationships with chamber of commerce, economic development board, and business owners to create a cohesive community brand.
- Construct public improvements to attract new private sector investment.

Communication

- Improve community relations. Facilitate stakeholder meetings and public presentations. Effectively communicate complex issues. Facilitate contentious public meetings to reach consensus.
- Represent the city's interests and priorities at regional planning meetings with technical staff and elected officials.

Deborah Knight

- Advocate the State Legislature for funding and rule changes.
- Implement GIS programs and website. Use social media to communicate with customers and stakeholders.

Relevant Experience

City Administrator | City of Stanwood | June 2012-Present

- Provided oversight and leadership to a community of 6,500 with a service population of 40,000. Responsible for a combined budget of \$11 million including water, sewer and storm water utilities.
- Improved customer service and increase staff efficiency changing the city's reputation as a place to avoid as a place to do business.
- Successfully passed three voter approved tax measures to fund street improvements, library and public safety services.
- Secured over \$8 million in grant funding for road improvements, trails and park acquisition.
- Used grant funds to acquire 17 acres of park land on the Stillaguamish River providing the first public access to the river in over 50 years. Completed master plans for both sites.
- Created the "Discover Port Susan" brand to market Stanwood and surrounding communities as a tourist destination. Launched the *Discover Port Susan* visitor magazine, Facebook page and website.
- Remodeled the depression era city hall maintaining the building's historic character.
- Worked with FEMA and state legislator to secure funding for flood improvement projects.

City Administrator | City of Sultan | November 2006-June 2012

- City Administrator for a city of 4,500.
- Converted a \$450,000 general fund deficit into a \$250,000 surplus in four years. Replenished the contingency fund. Maintained staffing and service levels during downturn.
- Managed a team of city staff and consultants to adopt a compliant comprehensive plan. Resolved outstanding compliance orders with the Growth Management Hearings Board.
- Formed Sky Valley Tourism Partnership with Snohomish County Parks, State Parks Department and National Park Service to develop a recreation based economy.
- Secured \$2.5 million in state and federal legislative provisos outside normal grant application cycles.
- Worked with the Snohomish County Sheriff's Office to address chronic homelessness

Assistant to the City Manager | City of Woodinville | March 1999- November 2006

- Assisted the city manager in managing city operations for a community of 10,000.
- Special projects, legislative research and analysis. Provided human resource functions for 60+ employees. Managed three direct reports. Oversaw city reorganization to improve zoning, land use, and building permit review times.

Deborah Knight

- Managed information technology efforts. Implemented transition to new building permit module. Worked with consultants to update the website and televise city council meeting. Established the city's GIS program and pushed GIS out to end users. Directed IT staff.
- Developed annual department budgets and analyzed financial information. Coordinate development and adoption of the annual capital improvement plan.

Interim Public Works Director | City of Woodinville | November 1998-March 1999

- Directed overall management of the public works department including capital projects, street and storm water maintenance, and development review.

Public Works Assistant | City of Woodinville | November 1995-November 1998

- Assisted the public works director to coordinate public works programs, projects, services and decision making functions. Developed and monitored contracts.

Education

B.S. Economics, 1985	University of California at Davis	Davis, CA
M.B.A Human Resources, 2007	City University of Seattle	Bellevue, WA
Evans School of Public Affairs Executive Management Program 2010	University of Washington	Seattle, WA

Professional Affiliations

International City Managers Association

Washington City Managers Association

Board Member, Washington Cities Insurance Authority

Interests

Travel – near and far; wine tasting at home and abroad; gardening whenever possible; reading good books both fiction and non-fiction; hiking.

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF MONROE, WASHINGTON
AND DEBORAH J. KNIGHT**

THIS AGREEMENT is made this _____ day of _____, 2017 between the City of Monroe, Washington, herein after to as “City” and Deborah J. Knight 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, Deborah J. Knight currently serves as City Administrator for the City of Stanwood, Washington, and

WHEREAS, the City desires to contract with Deborah J. Knight to serve as City Administrator, and said Deborah J. Knight 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 Deborah J. Knight as City Administrator, and Deborah J. Knight 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 August 14, 2017, 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).
4. Salary. Administrator’s initial salary shall be \$12,000 per month (\$144,000 annually), to be paid in accordance with the procedures for other non-represented City employees. On or about January 21st of each year the Administrator will receive a performance review completed by the Mayor. The Administrator’s salary will be set for the next year based on the performance review in accordance with the City’s Performance Based Pay Policy (Reference Number 2013-002) or as subsequently amended or replaced.
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. On entering employment with the City, the Administrator shall accrue 12.67 hours of vacation monthly. On entering employment with the City, the Administrator shall be granted forty (40) hours of sick leave with 8 hours of sick leave accrued monthly. The City Administrator shall no vested benefit in sick leave at time of separation from the City.
- B. Exempt Leave. In accordance with City of Monroe policy HR2015-001, the City Administrator will be provided with 80 hours of exempt leave each calendar year. Exempt Leave must be used in the calendar year for which it is granted and shall not be carried into the next calendar year. Any unused exempt leave is not compensated on separation.
- C. 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.
- D. Deferred Compensation. The City shall match Administrator's contributions into a 457 Deferred Compensation Account for the Administrator on a one-to-one basis, in an amount not to exceed eight percent (8%) 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.
- E. 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.
- F. Membership Dues/Licenses and Certifications. The City shall pay membership dues for the Administrator's membership in the International City Management Association (ICMA), and the Washington City/County Management Association (WCCMA). 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.
- G. 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, 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, and the Washington City/County Management Association.
- H. 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.

- I. Car Allowance. The City will pay the Administrator a monthly automobile allowance of \$250.00 for use of the Administrator's personal vehicle for City business.
 - J. 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 not to exceed \$25 per meeting. 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 January 21st of each year. Provided, however, that for the first year of Administrator's employment the Mayor will conduct a review with the Administrator at the six-month anniversary of employment. The Mayor, as a part of the performance review process, shall define such goals and performance objectives, which the Mayor, in consultation with the Administrator, determine necessary for the proper operation of the City and to attain the City's policy objectives. The Mayor, 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
 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.
 - 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 six (6) 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 six (6) months for the Administrator and dependents ("Insurance Coverage"). For purposes of this Agreement, "cause" shall be defined as continued or repeated violation of applicable City rules or policies, intentional or knowing material violations of the terms of this Agreement, intentional or knowing violation of applicable laws, regulations or regulatory orders, conviction of a felony or a crime involving theft or moral turpitude, fraud or dishonesty toward or involving the City, gross neglect of duty, incompetency, or any other conduct of the Administrator materially detrimental or prejudicial to the City.

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 forgoing, 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 thirty (30) day notice prior to the effective date of said termination of employment. Notwithstanding the foregoing notice requirement, nothing shall prevent the Mayor, 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 thirty (30) 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 ____ day of _____, 2017.

CITY OF MONROE

APPROVED AS TO FORM

By: _____
Geoffrey Thomas, Mayor

By: _____
J. Zachary Lell, City Attorney

Deborah J. Knight represents and acknowledges that she has read this Agreement in its entirety and has had an opportunity to review the Agreement. She further represents and acknowledges that it is her 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, she further acknowledges that she has been advised that she has the right to consult independent counsel concerning the Agreement, and that by signing this Agreement she acknowledges that she has afforded herself the opportunity to do so, or hereby expressly waives her right to have the Agreement reviewed by independent counsel, and agrees to the terms hereof by signing the same.

CITY ADMINISTRATOR

By: _____
Deborah J. Knight

Date: _____