



Business of the City Council City of Gig Harbor, WA

Subject: Interim City Administrator Contract

Proposed Council Action: Move to authorize the Mayor to sign the contract for Interim City Administrator.

Dept. Origin: Administration

Prepared by: Kameil Borders *KB*
Human Resources Director

For Agenda of: June 14, 2021

Exhibit: Contract between the City and Interim City Administrator

	Initial & Date
Concurred by Mayor:	<u><i>KB 6-4-21</i></u>
Approved by City Administrator:	_____
Approved as to form by City Atty:	Per Email 5/17/21
Approved by Finance Director:	<u><i>OR 6/4/21</i></u>
Approved by Department Head:	_____

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION/BACKGROUND

Under Chapter 2.10 of the Gig Harbor Municipal Code, the Mayor is authorized to appoint a qualified person to the office of the City Administrator. The Mayor is requesting authorization to sign a contract to temporarily appoint Anthony A. Piasecki as the Interim City Administrator.

Mr. Piasecki has over 30 years of public service experience and over 15 years of experience as a City Manager with the City of Des Moines and Burien, WA. He previously served Gig Harbor as the Interim City Administrator from April 2018 – August 2018.

FISCAL CONSIDERATION

This temporary appointment will be utilizing currently budgeted funds for this position.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Move to approve and authorize the Mayor to execute an Interim City Administrator Employment Agreement with Anthony Piasecki in the form presented.

CITY OF GIG HARBOR
INTERIM CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT

This AGREEMENT has been entered into this ____ day of July, 2021, by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the “City”) and ANTHONY PIASECKI (“Mr. Piasecki”).

WHEREAS, the Mayor is authorized under Chapter 2.10 of the Gig Harbor Municipal Code to appoint a qualified person of the office of the City Administrator; and

WHEREAS, such code provisions require that the City Administrator be employed by a written contract stating all terms of employment, compensation and detailing methods of termination by other parties;

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

1. Duties. The City hereby employs Mr. Piasecki as the full-time Interim City Administrator of the City of Gig Harbor to perform the functions and duties set forth in the attached job description, incorporated by this reference as fully as if herein set forth, and to perform such other legally permissible and property duties and functions as the Mayor of the City shall delegate.
2. Termination.
 - 2.1 The employment of Mr. Piasecki is at-will and Mr. Piasecki serves at the pleasure of the Mayor. The Mayor may terminate this AGREEMENT at any time with or without cause, including but not limited to upon the City’s hiring of a new City Administrator. Upon termination of the Interim City Administrator and upon hiring of a new City Administrator, Mr. Piasecki agrees to be available on an hourly basis for a period of 14 days following the commencement of work by the new City Administrator. Mr. Piasecki may terminate this AGREEMENT with or without cause by providing thirty (30) days written notice to the Mayor.
 - 2.2 During the course of this AGREEMENT, Mr. Piasecki agrees that he shall not perform services for any other entity of any kind or nature whatsoever. This AGREEMENT is intended to be an exclusive employment arrangement. The exclusivity is based upon the need to maintain public confidence and avoid the appearance of any impropriety. Provided, however, that nothing herein shall be construed to prohibit Mr. Piasecki from teaching at an accredited school, college or university with the express written consent of the Mayor, or volunteering his services in any capacity.
3. Salary and Benefits.
 - 3.1 Salary. The City agrees to pay Mr. Piasecki for his full-time services a base monthly salary of Fourteen Thousand, One Hundred and Sixty-One Dollars (\$14,161), prorated for partial months and subject to payroll deductions. The position of Interim City Administrator is exempt from overtime under state and federal law. For any work performed on an hourly basis after termination, Mr. Piasecki will be paid Eighty-One Dollars and Seventy Cents (\$81.70) per hour, less payroll deductions; this provision survives termination of this AGREEMENT. Pay periods shall be the same as other non-represented City employees.

3.2 Benefits. The City agrees to provide Mr. Piasecki all current benefits provided to other non-represented employees as approved and provided in the City policy and budget documents. Examples of such benefits include, but are not limited to: Health Insurance, retirement, City-paid holidays, sick and vacation leave.

3.2.1 Vacation. The Interim City Administrator shall accrue vacation at the rate of 13.33 hours per month.

3.2.2 Sick Leave. The Interim City Administrator shall accrue sick leave at the rate of 8 hours per month.

3.2.3 Transportation Allowance. The Interim City Administrator shall receive a monthly transportation allowance of \$400.00 per month and may be pro-rated if less than 14 days are worked in a month or if any vacation days are used, which will also be excluded from the transportation allowance on a pro-rated basis.

4. Insurance and Indemnification. The City shall bear the full cost of any fidelity or other bonds required of Mr. Piasecki under law or the ordinances of the City. The City shall provide professional liability insurance as necessary to cover actions taken by Mr. Piasecki during the course and scope of his employment as the Interim City Administrator. In addition, the City promises to defend, indemnify and hold harmless Mr. Piasecki from defense costs and expenses arising from or out of any conduct, act or omission of Mr. Piasecki performed or omitted on behalf of the City in his capacity as the Interim City Administrator. The promise to hold harmless and indemnify shall apply only to the reasonable costs of defense at the rate approved by the prior of the City, provided, however, that the City's contribution shall not exceed the hourly rate paid to its City Attorney. In no event shall protection be offered under this section by the City with regard to:

4.1.1 Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct by Mr. Piasecki;

4.1.2 Any act or course of conduct of Mr. Piasecki which is not performed on behalf of the City;

4.1.3 Any act or course of conduct which is outside the scope of Mr. Piasecki's service or employment with the City; and/or

4.1.4 Any lawsuit brought against Mr. Piasecki by or on behalf of the City. Nothing herein shall be construed to waive or impair the right of the City Council to initiate suit or counterclaim against Mr. Piasecki, nor to limit its ability to discipline or terminate Mr. Piasecki.

4.2 Provisions of this indemnity shall have no force or effect with respect to any accident, occurrence or circumstance for which the City or Mr. Piasecki is insured against loss or damages under the terms of any valid insurance policy or pooling arrangement; provided, however, that this provision shall provide protection, subject to its terms and limitations, above any loss limit to such policy. The provisions of this indemnity provision are intended to be secondary to any contract or policy of insurance owned or applicable to Mr. Piasecki. The City shall have the right to require Mr. Piasecki to utilize any such policy protection prior to requesting the protections afforded by this chapter.

- 4.3 The determination of whether Mr. Piasecki shall be afforded a defense by the City under the terms of this provisions shall be finally determined by the City Council on the recommendation of the Mayor. The decision of the City Council shall be final as a legislative determination of the Council. Nothing herein shall preclude the City from undertaking Mr. Piasecki's defense under a reservation of rights.
- 4.4 If legal representation of Mr. Piasecki is undertaken by the City Attorney, all the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement is made, the City shall pay such judgment or settlement; provided, that the City may, in its discretion appeal as necessary, such judgment.
5. Notices given pursuant to this AGREEMENT shall be in writing and deposited in the custody of the United States Postal Services, postage prepaid, addressed as follows:
 - 5.1 To the City:
Kit Kuhn, Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
 - 5.2 To the Interim City Administrator:
Anthony A. Piasecki
17914 151st Street E.
Bonney Lake, WA 98391

Alternatively, notices required pursuant to this AGREEMENT may be personally served in the same manner as is applicable in a civil judicial proceeding. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice into the custody of the United States Postal Service.

6. General Provisions.
 - 6.1 This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties with respect to the subject matter of this AGREEMENT. No waiver, alteration, or modification of any of the provisions of this AGREEMENT will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provisions of this AGREEMENT conflict with those of any other agreement or policy, the terms in this AGREEMENT will prevail. If any portion of this AGREEMENT is held to be unenforceable, the remainder of this AGREEMENT shall remain in full force and effect.
 - 6.2 The Mayor and City Council may fix in writing any 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, City ordinances, or any other law.
 - 6.3 All provisions of City ordinances, regulations, rules and personnel policies 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 in this AGREEMENT.
 - 6.4 This AGREEMENT shall be interpreted, construed, and applied according to the laws of the State of Washington.
 - 6.5 All captions and section headings used in this AGREEMENT are for convenient reference only and do not form a part of this AGREEMENT.

6.6 No waiver of any breach by either party of the terms of this AGREEMENT shall be deemed a waiver of any subsequent breach of the AGREEMENT.

6.7 This AGREEMENT may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, this AGREEMENT has been executed this _____ day of July, 2021.

CITY OF GIG HARBOR

INTERIM CITY ADMINISTRATOR

Mayor Kit Kuhn



Anthony Piasecki

ATTEST/AUTHENTICATED:

Joshua Stecker, Interim City Clerk