

**CITY OF MABTON, WASHINGTON**  
**RESOLUTION NO.2020-08**

**A RESOLUTION OF THE CITY OF MABTON AUTHORIZING THE MAYOR TO SIGN THE  
EMPLOYMENT AGREEMENT WITH DAVID MARKS FOR THE POSITION OF POLICE  
CHIEF**

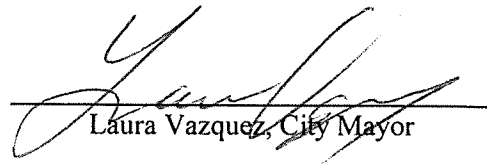
WHEREAS, David Marks has not served in the position of Police Chief, and

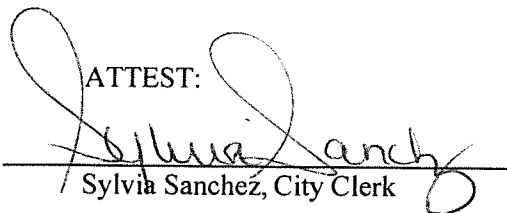
WHEREAS, the City of Mabton desires to retain him in this position on a full-time basis,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MABTON,  
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

The Mayor is authorized to enter into an Employment Agreement with David Marks

**PASSED BY THE CITY COUNCIL** this 12th day of May 2020

  
\_\_\_\_\_  
Laura Vazquez, City Mayor

ATTEST:  
  
\_\_\_\_\_  
Sylvia Sanchez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James Carmody, City Attorney

## EMPLOYMENT AGREEMENT

This Employment Agreement is made effective June 1, 2020 by and between the City of Mabton, Washington ("City"), and David Marks here in after referred to as "Employee".

The parties desire to enter into an agreement concerning employment of Employee by City, the parties agree as follows:

1. Employment and Duties. City agrees to employ as the Chief of Police for the City of Mabton. Employee shall be subject to the direction, supervision and authority of the Mayor in executing his duties hereunder. Employee shall perform all such duties as outlined in the attached job description and as otherwise set forth in ordinances, resolutions, and/or assigned by the Mayor. The Employee accepts such employment as Chief of Police upon the terms and conditions set forth in this agreement
2. Term The term of this Agreement shall commence on June 1, 2020 and terminated on June 1, 2023, It shall automatically renew for one (1) year periods unless either party provides Written Notice Sixty (60) days in advance of June 1, 2023 or any subsequent expiration date.
3. Salary. Employee shall receive an annual salary of Sixty-Three Thousand Dollars (\$63,000). Said salary shall be paid according to the payroll of other city employees. The parties acknowledge that Employee is exempt from any federal, state or local overtime provisions, thus being an Exempt Employee under the Fair Labor Standards Act (FLSA).
  - (a) COLA and Merit Increases. Additional compensation in the form of merit increases and Cost of Living Allowances (COLAs) shall be provided to Employee. Mayor shall conduct a performance evaluation every (12) months on the job performance. Employee may receive a merit increase of up to Five Percent each year (5%). COLAs shall be granted in an amount equal to the COLAs received by all other City of Mabton employees, as determined and approved by the Mayor and City Council for the City of Mabton, Washington. Employee's COLA increases shall be effective at the beginning of each fiscal year, with Employee's first COLA increase being effective January 1, 2021, if approved by the Mayor and City Council.
  - (b) Deferred Compensation. The City shall enroll Employee into the LEOFF II Retirement System; such plan shall also accept contributions from Employee. Contributions made by City hereunder shall be in addition to employee's salary.
4. Insurance. City shall provide Health, dental and vision insurance, for benefit of Employee and all of his dependents at such level and upon terms and conditions as provided to other City employees. The providers shall be the same insurance carriers as provide coverage for all City of Mabton, Washington employees.
5. Paid Time Off. Employee shall be provided twenty (20) personal days to be used for sickness, vacation, or personal time off. If Employee's employment terminates prior to expiration of this Agreement, City shall compensate Employee on a pro-rata basis for any accrued but unused paid time off. If Employee's employment terminates at expiration of this agreement, City shall compensate Employee for such personal days as were not used by Employee prior to termination. If Employee's employment is continued beyond expiration of the initial term or a renewal term; all unused personal days (i.e. paid time off) shall be carried forward to the renewal term.
6. Professional Development/Training/Memberships/Associations. Throughout Employee's employment hereunder, City shall pay all costs associated with Employee's membership fees, travel to and participation in events required by the Association of Washington Cities (AWC), Washington

State Criminal Justice Training Commission (WACJTC) as well as other professional service associations and organizations as a Chief of Police and Law Enforcement Professional. City will reimburse Employee for out of pocket expenses incurred in the performance of required or requested job duties and responsibilities in accordance with applicable City policies. City Council shall establish an adequate budget to provided for Employee's participation in such professional development events as are appropriate, necessary or advisable.

7. Credit Card. Employee shall be provided with a credit card having a credit limit not to exceed Five Thousand Dollars (\$5,000) to use for all employment related expenses, training and travel.
8. Vehicle. Employee will be provided a take home city vehicle. Employee shall follow all applicable City policies regarding a take home vehicle. Employee must live within the lower valley area in order to have a take home vehicle.
9. Cell Phone. City shall provide Employee a city issued cell phone to use when conducting official City business.
10. Termination of Contract Prior to Expiration of Term.

(1) Events of Termination Prior to Expiration of Term. Employment under this contract will terminate upon the first of the following events to occur:

- a. Resignation of the employee.
- b. Death of the employee.
- c. Permanent disability.
- d. Termination for cause.
- e. Termination for any other reason.

Upon termination under numbers 10(1)(a) through (e) above, the Board and the City shall have no further obligation and liability to the employee under this agreement except payment of compensation owed to date of termination plus payment for accrued but unused vacation time as of the date of termination shall be full and complete payment for all claims under this agreement.

(2) Termination for Cause Prior to Expiration of Term. The termination for cause shall occur upon:

1. The willful failure of the employee to perform his duties after written demand for substantial performance has been delivered.
2. Misconduct material and demonstrably injurious to the City.
3. Breach of fiduciary duty to the City.
4. Commission of a criminal offense by the employee.
5. Breach of the terms of this agreement.
6. Violation of any state, local, or federal rule or regulation related to the conduct of the City business or operation

In the event the City intends to act to terminate this contract for cause it shall:

- (a) Provide ten (10) day written notice of the specific reasons why the City intends to terminate this agreement, and the employee may, within five (5) working days after such notice is given, submit a written response to the Mayor.
- (b) Permit the employee to appear before the Mayor to discuss or contest the reasons; and
- (c) If this contract is terminated provide a letter describing the decision.

Upon termination under numbers 2 (1-6) above, the City shall have no further obligation or liability to the employee under this agreement.

(3) Termination without Cause Prior to Expiration of Term. The City may terminate this agreement without cause and the employee shall be relieved of duties. The employee shall be entitled to three (6) months' severance pay.


(4) Permanent Disability. Disability for purposes of this agreement shall mean the onset of a physical or psychological disability which prevents the employee from performing the essential functions of the job, with a reasonable accommodation as required by state and/or federal disability anti-discrimination laws, for a period of 120 days out of any 365 day period. If any question shall arise as to whether during any period the employee is disabled through any illness, injury, accident, or condition of either a physical or psychological nature so as to be unable to perform substantially all of his duties and responsibilities, the employee at the request of the Mayor, shall submit to a medical examination by a physician selected by the Mayor to determine whether the employee is disabled and such determination shall for the purposes of this agreement be conclusive of the issue. If such question shall arise and the employee declines to submit to such medical examination, the Mayor's determination of the issue shall be binding on the employee.

- 11. Termination by Employee. In the event Employee desires to terminate his employment prior to the termination date of this Agreement, Employee shall give written notice of at least thirty (30) calendar days to City.
- 12. Notices. Notice required or permitted to be given Employee under this Agreement shall be sufficient if in writing and hand delivered to Employee or mailed to Employee by registered or certified mail to Employee's last known residence. Notice required or permitted to be given City under this Agreement shall be sufficient if in writing and hand delivered to City or mailed to City by registered or certified mail to Laura Vazquez, Mayor, City of Mabton, 305 Main Street, PO BOX 655, Mabton, Washington, 98935
- 13. Scope. This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns, subject to the limitations described herein. This Agreement shall not be subject to assignment by one party without the written consent of the other party, and any attempted assignment shall immediately be null and void. In the event of Employee's death during the term of this Agreement, the obligations of City to Employee hereunder shall cease as of the date of such death.
- 14. Controlling Law. This Agreement is made, executed, and is to be performed in the State of Washington, with the laws of Washington controlling. ALL DISPUTES ARISING UNDER THIS AGREEMENT OR THE TERMINATION OF EMPLOYMENT SHALL BE RESOLVED

THROUGH ARBITRATION. If a portion of this Agreement is declared invalid or unenforceable, the remaining portions shall remain in full force and effect unless this Agreement is mutually rescinded by both parties in writing. This Agreement contains the entire understanding between the City of Mabton, Washington, and it is not to be altered or amended except in writing by mutual agreement of both parties.

DATED this 12 day of May, 2020

City of Mabton, Washington (City)

  
\_\_\_\_\_  
Laura Vazquez, Mayor

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David Marks, Police Chief