

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of May, 2023, by and between the City of Sedro-Woolley, State of Washington, a municipal corporation, hereinafter called "Employer", and Eulises Tovar Cano, hereinafter called "Employee", both of whom covenant and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Employee as Information Technology Director of the City of Sedro-Woolley; and

WHEREAS, it is the desire of the employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the employer to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to disability or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to be employed as Information Technology Director of the City of Sedro-Woolley:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Employer hereby agrees to employ said Employee as Information Technology Director of said Employer to perform the functions and duties of said office as specified by law, and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign. A job description is attached hereto and incorporated by reference as Exhibit A.

Section 2. Term

A. The Employee serves at the pleasure of the Mayor. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this agreement.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4 of this agreement.

Section 3. Suspension

Employer may suspend the employee with full pay and benefits at any time during the term of this agreement.

Section 4. Termination and Severance Pay

A. In the event Employee is terminated by the Employer before expiration of the aforesaid term of employment during such time that employee is willing and able to perform his duties under this agreement, then the Employer agrees to pay Employee a lump sum cash payment equal to three (3) month's aggregate salary & health insurance; provided, however, that in the event Employee is terminated for just cause, or because of his conviction of any illegal act involving personal gain to him, that the Employer shall have no obligation to pay the aggregate severance sum designed in this paragraph. ("Just cause" shall include all matters that constitute grounds for disciplinary action as set forth in any personal policy manual of the Employer as now existing or hereinafter amended. The provisions of any personnel policy or other written or unwritten custom or policy regarding termination shall not apply to the Employee, except for purposes of defining "just cause".)

B. In the event employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all department head Employees of employer, or in the event Employer refuses, following written notice, to comply with any other provisions benefiting Employee herein then the employee may, at his option, be deemed to be terminated at the date of such reduction or such refusal to comply with the meaning and context of the severance pay provisions, as his sole and exclusive remedy for such action.

C. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer thirty (30) days written notice in advance, unless the parties otherwise agree.

D. The severance package provided in subparagraph 4.A. above shall not be construed as an extension of the Employee employment beyond the termination date. The Employee shall not during the period between the termination date and the end of the severance payments accrue any additional sick leave vacation leave or other benefit accorded active City employees.

Section 5. Salary

Employer agrees to pay Employee for his services rendered pursuant hereto a base salary of \$8,521.25 per month in the 2023 scale for Information Technology Director, to be adjusted accordingly for 2024, payable in installments at the same time as other Employees of the Employer are paid. Employee will advance through the salary scale for his position at a rate consistent with other non-represented employees.

Said salary shall cease upon termination of employment as provided in this agreement. In addition, the rate of pay and benefits may be adjusted annually equal to the cost of living and/or cost of market increase given to other nonunion management employees. Employer shall not at any time during the term of this agreement reduce the salary compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all department head employees of the Employer. At any time during the term of the Agreement,

Employer may, in its discretion, review and adjust the salary of the Employee. Adjustments in salary or benefits, if any, shall be made pursuant to a lawful governing body action.

Section 6. Performance Evaluation

The Employer shall review and evaluate the performance of the Employee at least once annually. The employer shall provide the Employee with a summary written statement of the findings of the Employer and provide an adequate opportunity for the Employee to discuss his evaluation with the Employer.

Section 7. Hours of Work

The parties agree that this position is a professional exempt position, and that payment is based on a monthly salary, and not on an hourly rate of compensation. It is recognized that Employee must devote a great deal of time outside the normal office hours of business of the Employer. The Employee shall not receive additional compensation or compensatory time for such work. Upon approval of the Mayor, Employee may work a non-traditional workweek, such as a 4/10 schedule.

Section 8. Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may, subject to the approval of the Mayor, elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 9. Automobile

For travel beyond the City limits, Employer shall provide Employee either the use of a City automobile for City purposes, or alternatively, compensation on a "per mile" basis for use of Employee's vehicle by Employee for City purposes at the same rate as applicable to other management employees of Employer.

Section 10. Vacation, Sick, Executive, and Military Leave

Employee shall accrue vacation at a rate of 5.00 hours per pay period (semi-monthly). Employee will gradually advance their rate of vacation accruals according to the schedule for non-represented employees. Sick leave will accrue and have credited to his personal account at the same rate as other management employees of the Employer. Employee will receive Executive Leave according to City policy (current amount is 80 hours per year to be used in that year).

Section 11. Health Insurance

A. Employer agrees to provide policies of medical insurance covering Employee and his dependents that are required by law or provided to all other management employees of Employer and their dependents.

B. The Employee agrees to abide by the Employer's policy regarding drug testing.

Section 12. Retirement

Employer agrees to provide retirement benefits for Employee as provided by law.

Section 13. Dues and Subscription

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the employer. These expenses shall be subject to prior approval of the Employer.

Section 14. Professional Development

Employer agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer. These expenses shall be subject to prior approval of the Employer.

Section 15. Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the good faith performance of Employee's duties as Information Technology Director, except as may be caused by the intentional misconduct or criminal action of Employee. Employer will defend, compromise and settle any such claim or suit and pay the amount of any settlement of judgment rendered thereon.

Section 16. Other Terms and Conditions of Employment

A. The Employer shall fix any such other terms and conditions of employment, as it 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, the City ordinance or any other law.

B. All ordinances, regulations and rules of the Employer relating to vacation and such leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee, except as herein provided.

Section 17. Notices

Notices pursuant to this agreement may be provided electronically or by deposit in the custody of the United States Postal Service, postage prepaid, addressed to the last known address of the parties hereto. Alternatively, notices required pursuant to this agreement may be personally

served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18. General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest

C. Effective Date. This Agreement shall become effective on January 1, 2024

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council’s policies, or Employer’s ordinance or Employer’s rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council’s policies, or Employer’s ordinances, or Employer’s rules and regulations or any such permissive law drying the term of this Agreement

F. Amendments. This agreement may be amended at any time by mutual agreement of the Employer and the Employee. Any amendments are to be negotiated, and be in accordance with the provisions of the Sedro-Woolley Municipal Code. This Agreement may only be amended in writing.

G. The text herein shall constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the City of Sedro-Woolley has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF SEDRO-WOOLLEY

EMPLOYEE

DocuSigned by:
Julia Johnson
3C84008CC8484BD

DocuSigned by:
Eulises Tovar Cano
B26CE436DC44421...

By: Julia Johnson, Mayor

Eulises Tovar Cano

Attest:

DocuSigned by:

Kelly Kohnken

2C53B290694B4A9...

Kelly Kohnken, Finance Director

Approved as to Form:

DocuSigned by:

Nikki Thompson

8E783717B449479...

Nikki Thompson, City Attorney

Exhibit A:

**CITY OF SEDRO-WOOLLEY
JOB DESCRIPTION**

Position Title: Director of Information Technology
Department: Information Technology Department
Classification: Exempt
Salary Range: \$97,386 to \$138,042
Date: January 25, 2023

POSITION SUMMARY:

This position directs, manages, supervises, and coordinates the activities and operations of the Information Technology Department which is responsible for managing, administering, or overseeing the information technology function, including all data and telecommunication systems. The position reports directly to the City Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Other duties may be assigned as needed.

1. Develops and maintains a long-range, citywide strategic plan for information technology services; establishes, implements, maintains, and communicates information technology policies, standards, and procedures consistent with the strategic plan.
2. Manages, supervises, and coordinates the planning, design, development, and implementation of the City's information technology plan, including architectural design, systems applications, and user support services.
3. Develops and recommends goals and objectives for the information technology function to ensure compliance with City Council policy directives, departmental goals, and objectives, and applicable local, state, or federal laws, rules and regulations; develops, recommends and implements operating policies, procedures and programs to accomplish goals and objectives.
4. Plans, coordinates and evaluates the activities, programs and services of the department and between the department and other departments to ensure the effective and efficient delivery of information technology services to systems users and compatibility among various information technology systems; ensures user communications and involvement in the information technology planning and requirements development process; and consults with departments in conducting needs assessments and developing recommendations and cost projections for technology acquisitions or major enhancements.
5. Selects, trains, motivates, and evaluates department's personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
6. Develops, recommends, and manages the department's annual budget; ensures that all funds, physical assets, and other property are appropriately safeguarded and administered.
7. Develops, maintains, and implements network security, business continuity and disaster recovery plans and related activities for information technology operations.
8. Manages major information technology projects, including software or hardware improvements, deployment of complex systems, and replacement of existing systems.
9. Manages relationships with vendors and consultants in the development and implementation of new hardware and software systems and products, including developing requests for

proposals and overseeing development of specifications for procurement of equipment and systems.

10. Develops, implements, and maintains in-house training program for software applications.
11. Performs network account management, assists departments in file management and performs capacity planning.

KNOWLEDGE, SKILLS, AND ABILITIES:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Principles and practices of information systems and resource management in a LAN/WAN environment, including Internet and e-commerce technologies, trends, and capabilities in a public sector environment.
- Networking architecture, management theory, methodologies, protocols, and techniques, configuration, and implementation.
- Operational characteristics of data, voice, and wired/wireless information technology equipment, peripherals, and various platforms.
- Programming languages and techniques and relational database design and maintenance.
- Principles and practices of project management related to information technology services.
- Principles and practices of effective management.
- Principles and practices of municipal budgeting.
- Municipal operations and services.
- Software license terms and conditions.
- Network security systems and methods including firewall management and support.

Ability to:

- Research, analyze, and evaluate new technologies and service delivery methods, procedures, and techniques, do cost-benefit analyses, and determine the feasibility of integration with the city's existing and planned systems.
- Plan, manage, oversee, and implement multi-faceted, complex, multi-phase information technology projects.
- Build and manage a team of employees, including excellent interpersonal skills for establishing and maintaining effective working relationships with internal and external contacts.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Provide excellent customer service to clients.
- Communicate effectively, orally and in writing, and prepare and present technology related information to a variety of audiences of differing technological expertise.
- Assess software training needs and establish and maintain an effective training program.
- Understand and negotiate contracts with vendors for software or hardware systems, inclusive of licensing, professional services, and service contracts.
- Automate patch management and software installation of standard applications.

QUALIFICATIONS:

A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.

Experience:

Five years of progressively responsible experience in the management of information systems and operating services. At least two years of experience supervising computer or information technology functions and operations is preferred. Experience in MS Windows Network Operating Systems and environments and supporting some specialized software applications, such as collaboration suites, municipal financial systems or municipal utility or permitting system is desirable.

Education and Training:

Bachelor of Science degree in computer science, information technology or a related field is preferred, or a combination of technology training, certification, and relevant work experience.

Licenses or Certificates:

- Possession of or ability to possess within six months of hire date, a Washington State Driver's license.
- Must be bondable.

PHYSICAL DEMANDS / WORKING CONDITIONS:

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee may occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. While performing the duties of this job, the employee is occasionally exposed to toxic or caustic chemicals, i.e. copier toner.

This position works in an office, and the noise level in the work environment is usually low to moderate.

This position description generally describes the principal functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.