

AMENDMENT NO. 2
CITY MANAGER EMPLOYMENT AGREEMENT

THE CITY MANAGER EMPLOYMENT AGREEMENT (hereafter "Agreement") entered into between the OLYMPIA CITY COUNCIL on behalf of the City of Olympia, a Washington municipal corporation organized under RCW Chapter 35A.13 (hereafter "Council"), and STEVEN J. ("JAY") BURNEY (hereafter "Burney") on May 13, 2020, and both parties hereafter jointly referred to as the "Parties," or individually as a "Party," is hereby amended as set forth herein on the last date signed by a Party hereto.

RECITALS

WHEREAS, pursuant to RCW 35A.13.150, the Olympia City Council (hereafter "Council") is vested with the lawful authority to designate a qualified administrative officer for the City of Olympia to perform the duties of manager as prescribed by law; and

WHEREAS, the Council has the powers and authority granted to any code city organized under the council-manager plan as provided in RCW Chapter 35A.13 and granted to legislative bodies of cities governed by the Optional Municipal Code as more particularly described in RCW Chapter 35A.11, except insofar as such power and authority is vested in the position of City Manager as provided by law; and

WHEREAS, it is the duty of the Council to provide for a City Manager with the appropriate executive and administrative qualifications, and knowledge of the accepted practices in respect to the duties of a City Manager; and

WHEREAS, the Council periodically reviews the performance of the City Manager as it relates to the policies and goals set by the Council; and

WHEREAS, the Council has determined that the performance of City Manager Steven J. Burney (Burney) through the aftermath of the COVID-19 pandemic and the ongoing demands upon the City due to homelessness, amid a myriad number of ongoing issues for delivery of municipal services to the residents of the City has been exceptional and should be recognized, and that the salary for the position of City Manager should be competitive with salaries offered by other cities for the same position; and

WHEREAS, the term of Burney's employment as City Manager commenced on May 12, 2020, and the Agreement executed between Burney and the City of Olympia, as signed by Cheryl Selby, Mayor, on May 13, 2020, is indefinite except as otherwise provided in said Agreement; and

WHEREAS, in accord with Paragraph 9 of the Agreement, the Council wishes to amend specific terms of the Agreement with Burney;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties agree to amend specific terms of the Agreement as follows, with all other terms, promises, covenants, and agreements contained therein remaining unaltered:

1. Paragraph 4 "Compensation" of the Agreement is hereby amended to read as follows:

A. Base Salary: Shall be \$225,000 per year, effective January 1, 2023.

The Recitals set forth above in Amendment No. 2 are incorporated by this reference into this Amendment No. 2 and are made a part hereof and of the Agreement. All other terms, covenants, promises, and agreements of the Agreement executed between the City of Olympia and Burney on May 13, 2020, remained unchanged.

IN WITNESS WHEREOF, the Olympia City Council, for and on behalf of the City of Olympia, a municipal corporation organized under the laws of the State of Washington, by a majority vote of a quorum of the aforesaid legislative body, has authorized this Amendment No. 2 to the Agreement to be signed and executed on its behalf by its Mayor, duly approved by its City Attorney, and attested to by the City Clerk.

CITY OF OLYMPIA,
a Washington municipal corporation

Cheryl Selby, Mayor

Date

ATTEST:

Sean Krier, City Clerk

APPROVED AS TO FORM:

Mark Barber_____
Mark Barber, City Attorney

[City Manager's signature follows on next page.]

The City Manager acknowledges that they have the right to consult with independent legal counsel of their choice and have elected to waive such right and acknowledge that in signing this Amendment No. 2 to the Agreement they are not acting under fraud, duress or undue influence of any person or persons. In the event the City Manager does not waive the right to consult with independent legal counsel, the fact of such consultation shall be indicated by independent legal counsel signing on the line provided below, indicating that Amendment No. 2 to the Agreement is approved as to form.

CITY MANAGER

Steven J. ("Jay") Burney

Date: _____

Independent Legal Counsel Waived:

Steven J. ("Jay") Burney

Date: _____

Independent Legal Counsel, Approved as to form:

Signature

(Print name)

Date: _____