

**NOTICE OF A SPECIAL  
MEETING OF THE KETCHUM CITY COUNCIL  
JUNE 20, 2014**

A SPECIAL MEETING OF THE CITY COUNCIL OF SAID CITY SHALL BE HELD ON FRIDAY, JUNE 20, 2014 AT 4:00 P.M. TO BE HELD AT KETCHUM CITY HALL, 480 EAST AVENUE NORTH, KETCHUM, IDAHO TO CONSIDER THE FOLLOWING:

1. Approval of an Employment Agreement for new City Administrator.

DATED THIS 19<sup>th</sup> DAY OF JUNE 2014.

**Any person needing special accommodations to participate in the above noticed meeting should contact the City Clerk's Office prior to the meeting at 726-3841.**



## City of Ketchum, Idaho

480 East Avenue North • PO Box 2315 • Ketchum, ID • 83340

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June 19, 2014

Mayor Jonas and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Jonas and City Councilors:

Approval of Employment Contract  
With Suzanne Frick to Serve as the  
City Administrator for the City

### Introduction/History:

The City Administrator position became vacant, when Gary Marks left on March 7, 2014 to become City Manager for the City of Lebanon, Oregon. The City hired an Executive Search Firm to identify and recruit City Administrator candidates from throughout the United States.

### Current Report:

The Executive Search Firm of Peckham & McKinney received 84 applications for the vacant City Administrator position. The Executive Search recruiter brought the candidates deemed to be best qualified to the Mayor and City Council for their consideration. Six of these candidates were selected to be interviewed in person by the Mayor and City Council, along with one other oral interview panel consisting of citizens and staff members. From this step in the process, the finalists were subsequently interviewed again by the Mayor and City Council. As a result of this, Suzanne Frick, who currently serves as the Assistant City Manager for the City of Long Beach, California, was selected to serve as the City's newest permanent City Administrator. Before Ms. Frick served the City of Long Beach as the Assistant City Manager, she served as the Director of Planning and Building for the same City. Before she served that City, Suzanne Frick was the Director of Planning and Community Development for the City of Santa Monica, California. She comes to the City with 25 years of experience in local government. She possesses a Bachelor of Arts degree from the University of California, Santa Barbara and a Masters Urban Planning from California Polytechnic University, Pomona.

### Financial Requirement/Impact:

The costs associated with the attached employment agreement are budgeted in the General Fund.

### Recommendation:

I respectfully recommend that the Mayor and City Council approve the Employment Agreement between the City and Suzanne Frick, to serve as the City Administrator.

Suggested Motion:

Motion to approve the Employment Agreement between the City and Suzanne Frick to serve as the City Administrator and authorize the Mayor to execute the Agreement.

Sincerely,

Ray Silver, Interim City Administrator

Attachment 1	Employment Agreement between the City and Suzanne Frick
Attachment 2	Resume for Suzanne Frick

## EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is made and entered into as of this date by and between the City of Ketchum, Idaho, a municipal corporation ("City"), and Suzanne Frick ("Frick" or "Employee").

### RECITALS:

WHEREAS, City is municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, City desires to employ the services of Frick as the City Administrator of the City of Ketchum consistent with the laws of the State of Idaho and Ordinances and Resolutions of the City of Ketchum and;

WHEREAS, City desires to provide certain benefits and establish certain conditions of employment and to set general working conditions of Employee; and

WHEREAS, City desires to secure and retain the services of Employee as City Administrator and to provide an inducement for Employee to remain in such employment; and

WHEREAS, City desires to make possible full work productivity by assuring Frick's morale and peace of mind with respect to future security; and

WHEREAS, City desires to provide a means for terminating Frick's service; and

WHEREAS, Frick desires to accept employment as the City Administrator in accordance with the terms and conditions of this Agreement.

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

**1. Duties.** Frick agrees to be employed by and to serve City as its City Administrator, and City agrees to employ and retain Frick in such capacity. Frick shall devote her full and entire professional efforts toward the affairs of the City. The parties contemplate this will require a commitment consistent with "full time employment" of approximately forty (40) hours per week. Frick shall establish a general work schedule that fits these duties in consultation with the Mayor and City Council ("Council"). Frick shall report to the Mayor and the Council during the term of this Agreement the status of those duties specified in the job description for the City Administrator attached hereto as Exhibit A and incorporated in this Agreement by reference. If Frick desires to perform any professional assignments, other than that as the City Administrator for the City of Ketchum, she shall first obtain written approval by the Mayor. In undertaking the duties in Exhibit A, Frick shall communicate with City officers, staff, contractors and agents to insure timely and

appropriate delegation, and completion of tasks, duties, and any other aspects of City's business as may be further assigned by the Mayor and/or Council.

2. Term of Employment.

2.1 Term. The effective date of this Agreement shall be August 18, 2014. This Agreement shall remain in effect until terminated by either party in the manner outlined herein.

2.2 Employment At Will. Pursuant to and consistent with the City Ordinances and the City of Ketchum Employee Handbook dated November 7, 2005, as it now exists and as it may be amended from time to time (the "Employee Handbook"), Frick shall be an employee "at will" serving at the pleasure of the Mayor and Council and may leave her position, or be terminated, at any time and for any reason or no reason. Frick's direct supervisor is the Mayor.

2.3 Notice of Termination. Either party may unilaterally terminate this Agreement by providing written notice to the other party, which shall be deemed to effect a termination of this Agreement upon receipt. This Agreement may be mutually terminated at any time in a written document signed by both parties. This Agreement shall further be deemed terminated upon Frick's death or any disability which would prevent Frick from fully performing the duties of her job, subject to reasonable accommodation.

2.4 Frick may be terminated by the Mayor, with or without cause, but such termination shall be by and with the affirmative vote of one-half (1/2) of the members of the full Council; provided that the Council, by the unanimous vote of all its members, may terminate Frick on their own initiative. Termination of Frick by the City is subject only to the provisions set forth in Section 4 of this Agreement, the laws of the State of Idaho and City Ordinances.

2.5 Nothing in this Agreement shall prevent, limit or otherwise interfere with Frick's right to resign and terminate this Agreement at any time, subject only to the provisions set forth in Section 4 of this Agreement.

2.6 Frick agrees to remain in the exclusive employ of the City for an indefinite period of time and shall neither accept other employment or become employed by any other employer without the prior written approval of the Mayor and a majority of the full Council until written notice of resignation is given by Frick.

2.7 The term "employed" (and derivation of that term as used in the preceding paragraph) shall include employment by another legal entity or self-employment, but shall not be construed to include occasional teaching, writing, or consulting service performed without the use of City equipment or resources, and with the advance written approval of the Mayor or a majority of the full Council. In no case may Frick engage in any of the activities described in this section if those actions create any conflict of interest or interfere with her ability to fulfill the obligations of her job duties with the City.

3. Salary, Benefits and Compensation.

3.1 Salary. City agrees to pay Frick for her services hereunder an annual salary of \$160,000.00 per year. Frick is an exempt employee under the Fair Labor Standards Act.

3.2 Benefits. City shall, during the term of this Agreement, make available to Frick the following benefits:

A. Staff and Office Space. The City shall provide Frick with office space located in City Hall; provide a cellular telephone, computer and other such electronic and necessary office furniture and supplies.

B. PERSI. The City shall contribute the employer rate of PERSI of 11.32% of Frick's annual gross salary to the Public Employee Retirement System of Idaho (PERSI). Frick's employee contribution is 6.79% of Frick's annual gross salary to the Public Employee Retirement System of Idaho (PERSI).

C. Supplemental Benefits. As used herein, benefits include but are not limited to cost of holidays, retirement benefits and payments, health insurance, vision insurance, and dental insurance.

D. Housing Stipend. The City shall pay a housing stipend to Frick in the amount of \$1,000.00 per month if she lives within the City of Ketchum.

E. Reimbursement for Expenses.

(i) City shall reimburse Frick for her actual moving expenses not to exceed \$10,000.00 within thirty (30) days of the City's receipt of invoices from Frick specifying said expenses.

(ii) During the term of this Agreement, City shall reimburse Frick for reasonable and properly documented out-of-pocket business and/or entertainment expenses incurred by the City Administrator in connection with her duties hereunder. The Council expressly reserves the right to further define the nature and amount of expenses properly compensable hereunder.

F. Life Insurance. The City shall pay the premiums for a \$250,000 term life insurance policy on Frick's life. Frick shall determine the beneficiary of said policy.

G. Executive Leave. Executive Leave, which is a combination of vacation and sick leave, can be utilized by Frick for either purpose. She shall accrue it at a rate of 25 days per calendar year. The maximum accrual shall be 1,000 hours during her employment with the City of Ketchum. Upon Frick's first day of employment with the City, her records will reflect Executive Leave of 10 days accrued. Frick shall accrue 2.083 days of Executive Leave per month thereafter.

Frick understands and acknowledges that the Executive Leave specified herein shall be in lieu of any and all other vacation and sick leave plans of any nature developed or maintained by the City now and in the future, and that Frick shall have no right to participate therein by virtue of this Agreement.

H. Performance Evaluation. City may review and evaluate the performance of Frick as frequently as every six (6) months pursuant to the City's policies. Said review and evaluation will be conducted by the Mayor and reviewed by the City Council. The Mayor shall provide Frick with a written copy of the evaluation and provide an adequate opportunity for Frick to discuss the evaluation with the City Council.

I. Definition of Goals and Performance Objectives. As part of the evaluation process, the City and Frick shall annually define such goals and performance objectives that they determine necessary and establish a relative priority among those various goals and objectives, said goals and objectives to be set forth in writing. Goals and objectives should generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

J. Conference and Meeting Attendance Costs. City hereby agrees to budget for and to pay the actual costs associated with Frick's attendance at the annual Association of Idaho Cities conference, the ICMA annual national conference, and the GOSCMA annual conference. City agrees to budget for and to pay the actual cost for Frick's ICMA annual membership.

K. Travel Expenses. City also agrees to budget and to pay for the travel and subsistence expenses of Frick, consistent with the City Travel Policies and Procedures, for short courses, institutes and seminars that are necessary for her professional development to better serve the interests of City.

L. Bonding. City shall pay the cost of any fidelity or other bonds required of Frick.

M. Other Terms and Conditions of Employment. The Mayor and the City Council may fix in writing any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Frick, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Ordinances, the Employee Handbook or any other law. All provisions of the City Ordinances, Employee Handbook, regulations, rules or the job description as they now exist or hereafter may be amended, also shall apply to Frick as they would to other employees of the City except as set forth in this Agreement or subsequent written amendments hereto. In the event the provisions in this Agreement or its amendments conflict with City Ordinances, Resolutions, policies, regulations, or the Employee Handbook, this Agreement shall prevail. Pursuant to section A.3 on Page 3 of the Employee Handbook, the City Administrator shall be a member of the Management Team unless or until such group is disbanded or reorganized pursuant to future amendments to the Employee Handbook or

other action by the City. The City Administrator is considered a Statutory Employee as set forth in section A.3 Page 16 of the Employee Handbook.

3.3 Withholdings. All compensation and benefits to Frick hereunder shall be reduced by all federal, state, local and other withholdings and similar taxes and payments required by applicable law.

4. Severance Compensation. City shall, upon termination of this Agreement provide Frick with severance compensation at her pro-rated annual salary for a period of six (6) months, provided that City shall not be obligated to provide any such severance compensation if: (a) Frick is terminated as a result of Frick's willful dishonesty towards, fraud upon, deliberate injury, or attempted injury to City; (b) by reason of Frick's material breach of this Agreement; (c) Frick voluntarily terminates this Agreement; (d) this Agreement is terminated by reason of Frick's death or any disability which would prevent Frick from fully performing the duties of her job, subject to reasonable accommodation; or, (e) if this Agreement is terminated by the dissolution or termination of City's corporate existence.

5. Confidentiality. Frick agrees that all confidential and proprietary information relating to the business of City shall be kept and treated as confidential both during and after the term of this Agreement, except as may be permitted in writing by the Council or as such information is within the public domain or comes within the public domain without any breach of this Agreement.

6. Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective forty-eight (48) hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other.

CITY  
City of Ketchum  
P.O. Box 2315  
Ketchum, Idaho 83340

FRICK  
Suzanne Frick  
918 Harding Avenue  
Venice, CA 90291

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7. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho and jurisdiction shall be in the Fifth Judicial District Court of the State of Idaho.

8. Mediation. The parties hereto shall cooperate in good faith to effectuate the terms of this Agreement. In the event a dispute arises which cannot be resolved by the aforesaid efforts, prior to initiating arbitration to address a violation of, or cause of action arising under, this Agreement, the



parties agree to meet and confer regarding the same, and, if still unable to resolve the dispute, to submit to non-binding mediation in an attempt to resolve the dispute.

9. Arbitration. Any controversy, claim or dispute arising out of or relating to this Agreement, between the parties hereto, their affiliates, their attorneys, or agents, shall be settled by arbitration. Arbitration shall be conducted in accordance with the then-prevailing commercial arbitration rules of the American Arbitration Association. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity.

10. Attorney Fees. In the event, following an unsuccessful attempt, in accordance with paragraph 9 above, to mediate a dispute arising hereunder, that a suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

11. Titles and Captions. All section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

12. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements, both written and oral, among them respecting the subject matter of this Agreement. If any provision or any portion thereof, contained in this Agreement held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected and shall remain in full force and effect. In performing the provisions of this Agreement, City and Frick mutually agree to abide by the provisions of applicable law.

13. Appropriations. No commitment of public funds will be made prior to the approval of this Agreement. The terms of this Agreement are contingent upon sufficient appropriations being made by the City Council for the performance of this Agreement. If sufficient appropriations are not made, this Agreement shall terminate subject to the conditions subsequent concerning notice and severance payment being given by City to Frick as provided in Section 4. Termination pursuant to the terms of this Agreement shall not result in any claim for payment or damages by Frick or City. City's decision as to whether sufficient appropriations are available shall be accepted by Frick and shall be final.

14. Agreement Binding and Assignment. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement is not assignable without the prior written consent of the parties hereto.

15. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. The parties further agree that any counterpart may be transmitted via facsimile, and any signature upon any counterpart transmitted via facsimile shall be deemed an original and shall fully reflect execution by the signatory thereto.

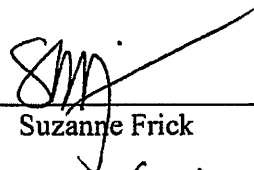
16. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

17. Consultation with Attorney. Frick acknowledges that this is an important document that affects her legal rights and that she has been given ample opportunity to discuss this Agreement with her own independent private legal counsel prior to signing.

18. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

19. Cumulative Rights and Nonwaiver. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto, whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or wave their right to exercise any or oil other right, power or privilege.

No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, poser or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the City, by a decision of the Mayor and City Council in an duly noticed open meeting accompanied by a writing acknowledging such decision.



\_\_\_\_\_  
Suzanne Frick

Date: 6.18.14

CITY OF KETCHUM, IDAHO

By: \_\_\_\_\_  
Nina Jonas, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sandy Cady, City Clerk

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**Suzanne Frick**  
918 Harding Ave  
Venice, California 90291  
(310) 804-1506 (c)

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### **SUMMARY OF QUALIFICATIONS**

- ❖ Comprehensive knowledge of municipal operations and budgeting
  - ❖ Community oriented
  - ❖ Experienced hands-on manager and government reformer
  - ❖ Outstanding experience in developing and implementing strategic plans
  - ❖ Strong leader with a commitment to teamwork
  - ❖ Solid written and oral communication skills
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### **PROFESSIONAL EXPERIENCE**

#### **Assistant City Manager, City of Long Beach CA** *2007-Present*

Serves as the Chief Operating Officer for a full service city with a general fund budget of \$400 million and approximately 5,000 employees. Responsibilities include oversight of city departments including public works, human resources, budget and financial management, police, fire, planning and building, technology services, special events and filming, parks, recreation and marine, and the office of sustainability. Manages and assists in the preparation of the city's operating and \$100 million capital improvement budget. Substantial interaction and communication with the Mayor, City Council and community related to staff recommendations, city initiatives and operations. Serves as project manager on key projects and organizational reform efforts. Acts as liaison with other governmental agencies, education establishments, community organizations and regional stakeholders.

#### **Director of Planning and Building, City of Long Beach CA** *2005 to 2007*

Director of all city planning and building functions which included managing a budget of \$12 million and 120 employees. Successfully restructured the delivery of services and created a customer focused organization for planning and building operations. Responsible for processing and recommending planning permits and subdivisions, preparation and adoption of comprehensive and strategic plans, and review and approval of all building and construction permits. Regularly made presentations and provided recommendations to the Mayor, City Council, Planning Commission, Cultural Heritage Commission, State agencies and community organizations. Worked effectively with diverse, and at times demanding, customers seeking planning and construction permits in a highly regulated environment.

**Director of Planning and Community Development, City of Santa Monica CA**  
*1994 to 2005*

Director of a multi-disciplinary department with a \$10 million budget and 100 employees. Department functions consisted of City Planning, Building and Safety, Transportation Management and Traffic Operations. Negotiated development agreements for hotel, office, residential and retail development projects. Prepared and implemented long range plans, zoning ordinances and urban design plans. Interacted with an active and highly engaged community. Acted as liaison to local, regional and state planning agencies. Advised the City Council, Planning Commission and community on land use and development policies and conducted public workshops and resident outreach. Managed up to \$20 million in capital improvement projects. Created a customer focused and team oriented work environment.

**Planning Manager, City of Santa Monica CA**  
*1989 to 1994*

Managed and directed the activities for long range planning. Responsibilities were to direct and coordinate the preparation of the comprehensive general plan, land use and zoning ordinances, specific plans, local coastal program, traffic and transportation studies, neighborhood plans, development agreements, planning studies; conduct public workshops. Administer and direct the preparation of environmental documents. Provide technical and professional advice to the City Council, Planning Commission, Landmarks Commission, City Manager, and community organizations through oral and written communications.

**Principal Planner, Planning and Zoning Division, City of Santa Monica**  
*1985 to 1989*

**Associate Planner and Assistant Planner, City of Santa Monica**  
*1983 to 1985*

**Planning Technician, City of Anaheim**  
*1980 to 1983*

**National Park Service, Yellowstone National Park, Wyoming**  
*1977-1979*

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**EDUCATION**

California State Polytechnic University, Pomona  
Masters Program In Urban Planning, 1981-1983

University of California, Santa Barbara  
Bachelor of Arts Degree, 1979

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**REFERENCES**

References available upon request