

RESOLUTION NO. 350

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN
EMPLOYMENT AGREEMENT WITH THE CITY ATTORNEY**

WHEREAS, it is in the best interests of the City of University Place to plan for a smooth transition of its legal matters in the event of personnel changes; and

WHEREAS, an Employment Agreement addressing a limited pre-termination notification is sensible for the City and acknowledges the City Attorney's years of service to the City; and

WHEREAS, the City Manager has had outside counsel review the Agreement, NOW,
THEREFORE,

THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, RESOLVES AS
FOLLOWS:

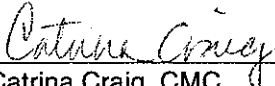
Authorization for Employment Agreement. The City Manager is authorized to enter into an Employment Agreement with the City Attorney in the form attached hereto and incorporated herein by reference.

ADOPTED BY THE CITY COUNCIL MAY 6, 2002.



Jean Brooks, Mayor

ATTEST:



Catrina Craig, CMC
City Clerk

CITY OF UNIVERSITY PLACE
Employment Agreement
City Attorney

This Employment Agreement is entered into by and between the City of University Place, Washington, ("City") and Timothy X. Sullivan, City Attorney ("Attorney"). It is agreed between the City and the Attorney as follows.

It is hereby agreed between the City and the Employee as follows:

1. Purpose and Intent. Attorney has been and continues to be the City Attorney. For the mutual benefit of the parties, the City and Employee wish to amend the present employment relationship to provide for a limited pre-termination notification and severance provision. This change in employment status will become effective immediately upon approval by the City Council, and execution of Agreement by Attorney and the City Manager.
2. At Will Employment. Attorney shall remain an at will officer of the City, serving at the pleasure of the City Manager. Consistent with RPC 1.15, Attorney may be terminated with or without cause at any time; and for any or no reason as may be determined in the sole discretion of the City Manager.
3. Term. This Agreement shall be in full force and effect for two years from and after the Effective Date. This Agreement shall be automatically renewed upon the same terms for additional two (2) years, unless terminated under the first sentence of this paragraph.
4. Duties and Responsibilities. Attorney shall perform the duties of City Attorney set forth in the position description previously approved by the City Council, or as otherwise directed by City Manager.
5. Compensations-Benefits-Personnel Policies.
 - 5.1 Attorney shall be paid pursuant to the City's salary schedule that is adopted as part of the Budget ordinance.
 - 5.2 Attorney shall receive all benefits established or maintained for other city non-union employees.
 - 5.3 Attorney shall be subject to and comply with all other City personnel policies and procedures.

6. Pre-termination Notification by Employee.

- 6.1 City Attorney may resign his office at any time, subject to RPC 1.15(b).
- 6.2 Prior to leaving the employ of the City by voluntary decision, Attorney shall provide thirty (30) days advance written notification of resignation to the City Manager. In the event Attorney fails to provide notice required by this section, Attorney shall not receive any payment for accrued leave that would otherwise be available to him under City policies.

7. Pre-termination Notification by City.

- 7.1 In the event this Agreement is terminated by action of the City, Attorney shall be entitled to up to three (3) months of compensation for salary and benefits. On or after May 1, 2006, the tenth anniversary of Attorney's employment with the City, the severance pay period will increase to a maximum of four (4) months. The City shall continue to pay monthly the salary and benefits of the Employee for the severance period.
- 7.2 The City shall be under no obligation to pay severance pay, if the Attorney is permitted to continue service and active duty employment as City Attorney during the severance period set forth in 7.1 above. Attorney will be provided adequate time to explore other employment opportunities during the severance period.
- 7.3 Written notice to Attorney from City Manager under this Section 7 shall identify the date of the termination; whether termination is for cause or for no cause; the applicable severance period; and whether the Attorney is to provide service during the severance period. If after being asked to continue serving during the severance period, the Attorney finds other employment Attorney shall be entitled to leave the City's employ upon reasonable notice to the City Manager and without forfeiture of accumulated benefits.
- 7.4 The City shall be under no obligation to pay severance pay if the Attorney is terminated for cause. For purposes of this Agreement, "for cause" means conviction of a felony; gross

malfeasance or misfeasance in office; violation of the terms and conditions of employment; and/or disqualification (disbarment or suspension) from practice of law in the State of Washington.

8. Dispute Resolution. In the event that any dispute arises between the City and Attorney under this Agreement, then the parties shall appoint an arbitrator who shall make a binding decision about such a dispute. If the parties cannot agree upon an arbitrator, then the Presiding Judge of the Pierce County Superior Court may appoint the arbitrator. The arbitrator shall make an award that is fair and just and may award attorneys fees, reasonable costs, interest, and the costs of arbitration to the prevailing party. The decision of the arbitrator shall be final and there shall be no appeal. Any arbitrator so appointed shall comply with the Rules of Professional Conduct and Canon 3 of the Code of Judicial Conduct for the State of Washington.

This Section 8 shall survive the termination of this Agreement.

9. Effective Date. This Agreement shall take effect on the _____ day of May, 2002.

CITY OF UNIVERSITY PLACE

CITY ATTORNEY

Robert W. Jean, City Manager

Timothy X. Sullivan, Attorney