

ORIGINAL

RESOLUTION 2010 - 08

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON AUTHORIZING
CITY MANAGER TO SIGN PROFESSIONAL SERVICES AGREEMENT
FOR FINANCE/ADMINISTRATIVE SERVICES DIRECTOR**

WHEREAS, the City Manager of the City of Sunnyside, pursuant to Chapter 35A.13.080 RCW, is authorized to select and enter into an employment agreement for Finance/Administrative Services Director of the City of Sunnyside; and

WHEREAS, the City Manager has determined that Byron Olson is a person qualified and able to perform the duties of Finance/Administrative Services Director of the City of Sunnyside; and

WHEREAS, the City Manager and Byron Olson have negotiated an employment agreement for the performance of such duties; and

WHEREAS, the City Council finds and determines that approval of such agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON**, as follows:

Section 1. That the Employment Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby accepted; and the City Manager of the City of Sunnyside is hereby authorized to execute such agreement for and on behalf of the City of Sunnyside.

Section 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 25th day of January, 2010.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys at Law

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYSIDE
AND BYRON OLSON
FOR POSITION OF
FINANCE/ADMINISTRATIVE SERVICES DIRECTOR**

THIS AGREEMENT is made this date between the City of Sunnyside, hereinafter referred to as "City" and Byron Olson, hereinafter referred to as "Director".

WHEREAS, the City of Sunnyside in a non-charter, optional municipal code city organized under the council-manager form of government; and

WHEREAS, the City desires to contract with Byron W. Olson to serve as Finance/Administrative Services Director, and said Byron W. Olson desires to accept the position as the Finance/Administrative Services Director for the City of Sunnyside and

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties hereby agree as follows:

1. Commencement of Services. The City agrees to employ Director, and Director agrees to accept the position of Finance/Administrative Services Director for the City of Sunnyside in accordance with the terms and conditions of this Agreement.

2. Term. This Agreement shall be effective as specified herein, upon approval by the City Council and Director, and shall continue until terminated as provided by law, or by the provisions of this Agreement.

3. Duties. Director shall perform all duties and obligations of the Finance/Administrative Services Director as required by law, and such other duties as are assigned from time to time by the City Manager. Director shall attend all special and regular meetings of the City Council, unless excused, and such other meetings as required by the City Manager.

4. Salary. Director shall be paid a starting salary of \$91,086.00 per year which shall be paid in accordance with the procedures for other employees of the City.

5. Benefits.

A. Miscellaneous Benefits.

(1) Holidays. Director shall be entitled to holidays in the same manner as other City employees.

(2) Vacation. Director shall accrue vacation time at a rate of one hundred seventy six (176) hours per year with a starting balance of 10 business days.

EXHIBIT "A"

(3) Sick. Director shall accrue sick leave at a rate of eight (8) hours per calendar month of employment with a starting balance of ten (10) days

(4) Medical. The City will provide and pay the cost of the medical, vision and dental premiums benefits under the City's health plan for Director and his immediate family consistent with other City employees.

(5) Retirement. The City shall pay into the Washington State PERS retirement program for the benefit of Director in the same manner as other City employees and in accordance with applicable state regulations.

(6) Employee Insurance Benefits. The City shall provide employee insurance benefits for Director in the same manner as other City employees.

(7) Deferred Compensation. The Director shall be allowed to participate in the City's deferred compensation plan on the same basis as other City employees.

(8) Professional Development. The City may reimburse Director's dues to the Washington Finance Officers Association (WFOA) and Government Finance Officers Association (GFOA) as budgeted funds allow and subject to Council approval. The City may also pay for Director's attendance at the annual conferences for WFOA and/or GFOA as budgeted funds allow and subject to Council approval.

(9) Cell Phone. The City will provide a cell phone, not to exceed \$50.00, for business use only.

(10) Relocation and Moving Allowance. The parties acknowledge that Director currently resides in Gig Harbor, Washington. If Director relocates to a permanent residence inside the Sunnyside city limits at any time during his term of employment, the City shall provide reimbursement up to \$2,500.00 (upon Director's presentation of receipts) to help defray the direct, documented costs of such relocation.

B. Other Benefits. Except as specifically provided in this Agreement, Director shall not be entitled to any benefits provided or otherwise granted to other City employees.

EXHIBIT "A"

6. Performance Review. Except as otherwise directed by the City Manager, Director's job performance shall be reviewed after the first six (6) months and first year of employment. Thereafter employment evaluations shall be conducted annually on or about the anniversary date of the Director's commencement of employment with the City or as otherwise provided by ordinance, resolution, policy or directive of the City Manager.

7. Termination.

A. By the City. The parties recognize and acknowledge that Director is an "at will" employee and agree that the City Manager may terminate him/her with or without cause at any time and for any reason.

B. Termination Pay.

(1) In the event the City Manager elects to terminate Director for any reason other than "cause", Director shall be entitled to receive severance pay in accordance with this Section, which will be paid in monthly increments. If such termination occurs within the first three (3) years of employment, Director shall receive severance in an amount not to exceed four (4) months of Director's salary and benefits, not to include cell phone allowance. Provided, that said sum(s) shall be subject to applicable federal withholding taxes, if any. Director shall also be compensated for 100% of all accrued vacation time up to 240 hours vacation, and executive leave.

Provided further, that if Director is successful in finding a similar full-time position at comparable pay during the severance payment period the severance payments will cease. In consideration and as a precondition of said payment, Director shall execute a release in a form approved by the City Attorney of any and all claims against the City, its elected or appointed officers, employees or agents, for any claims arising out of Director's employment and/or Director's termination of employment with the City. Upon the anniversary date of Director's third (3rd) year of employment his right to severance pay under this paragraph shall terminate.

(2) If Director is terminated for "cause", then Director shall not be entitled to any severance or termination pay.

C. Termination by Director. In the event Director elects to terminate his employment with the City for any reason, Director agrees to attempt to provide the City with not less than sixty (60) days' notice prior to the effective date of said termination of employment. Notwithstanding the foregoing notice requirement, nothing shall prevent the City Manager upon receiving Director's notice of intent from compensating Director at the rate of Director's base salary for the unexpired portion of the sixty-day notice

EXHIBIT "A"

and releasing Director prior to the expiration of said notice, provided consent is obtained from the City Council.

8. Integration. This agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement.

9. Modification. The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.

10. Notices. Any notice required to be given under this Agreement shall be delivered or mailed to the following parties at the following addresses:

THE CITY OF SUNNYSIDE
Attn: CITY MANAGER
818 East Edison Avenue
Sunnyside, WA 98944

FINANCE/ADMINISTRATIVE
SERVICES DIRECTOR
5306 Old Stump DR NW
Gig Harbor, WA 98332

Notices may be delivered either personally to the addressee of the notice, or may be deposited in the United States mail, postage prepaid to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

11. Authorization of Facsimile Copies. Both parties agree that upon Director signing a facsimile copy of this Agreement, transmitting the same to the City, and upon the Mayor signing said facsimile copy, that both parties shall be bound by the terms and provisions of this Agreement. Both parties shall subsequently execute the original, non-facsimile copies of this Agreement which shall be substituted for the signed facsimile copy.

12. Effective Date. This Agreement shall be effective as of January 27, 2010. Provided, that all compensation and benefits under this Agreement shall begin to accrue as of Director's actual start date, currently anticipated to be January 27, 2010.

DATED this _____ day of January, 2010.

CITY OF SUNNYSIDE:

BYRON OLSON:

By: _____
James L. Bridges
Interim City Manager

Attest:

Deborah A. Estrada, City Clerk