

RESOLUTION 2012 - 20

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON,
APPROVING PPROFESSIONAL SERVICES AGREEMENT
FOR INTERIM CITY MANAGER**

WHEREAS, City Manager Mark Gervasi has submitted a letter of resignation to be effective April 6, 2012; and

WHEREAS, the City Council of the City of Sunnyside accepted the resignation of Mark Gervasi as City Manager on February 27, 2012; and

WHEREAS, the City Council wishes to contract with Frank Sweet as Interim City Manager according to the terms of that certain Professional Services Agreement between the City of Sunnyside and Frank Sweet for the Position of Interim City Manager, a copy of which is attached hereto as Exhibit "A";

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

Section 1. That the City Council of the City of Sunnyside, Washington has determined that Frank Sweet is qualified to serve as Interim City Manager.

Section 2. That the residency requirements of RCW 35A.13.050 for the Interim City Manager are hereby waived by the City Council.

Section 3. That the City Council hereby approves that certain Professional Services Agreement between the City of Sunnyside and Frank Sweet for the Position of Interim City Manager, a copy of which is attached hereto as Exhibit "A", and the Mayor is hereby authorized to execute and deliver such Agreement for and on behalf of the City.

Section 4. This Resolution shall be effective upon passage, approval and signatures hereon as required by law.

PASSED this 12th day of March, 2012.



MIKE FARMER, MAYOR

ATTEST:



DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS HARPER & PLANT, LLP
Attorneys for the City of Sunnyside

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYSIDE
AND FRANK SWEET
FOR POSITION OF
INTERIM CITY MANAGER**

THIS AGREEMENT is made this date between the City of Sunnyside, hereinafter referred to as "City" and Frank Sweet, hereinafter referred to as "Interim City Manager".

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 Frank Sweet to serve as Interim City Interim City Manager, and said Frank Sweet desires to accept the position as the Interim City Interim City Manager 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 Interim City Manager, and Interim City Manager agrees to accept the position of Interim City Manager 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 Frank Sweet, and shall continue until terminated as by Section 8 of this Agreement.

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

4. **Salary.** Interim City Manager shall be paid a salary of \$8,167.00 per month, which shall be paid in accordance with the payroll procedures for other salaried employees of the City.

5. **Benefits.**

EXHIBIT "A"

A. Miscellaneous Benefits.

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

(2) Vacations. Interim City Manager shall accrue vacation time at a rate of eight (8) hours per calendar month of employment with a starting balance of one (1) day, which is the equivalent of eight (8) hours.

(3) Sick. Interim City Manager shall accrue sick leave at a rate of eight (8) hours per calendar month of employment with a starting balance of two (2) days, which is the equivalent of sixteen (16) hours.

(4) Medical. The Interim City Manager will have access to the medical, optical and dental benefits under the City's health plan for Interim City Manager with the Interim City Manager paying the employee portion of the coverage, which is currently \$156.00 per month.

(5) Retirement. The City shall pay into the Washington State PERS Plan 2 retirement program for the benefit of the Interim City Manager in the same manner as any other City employees and in accordance with applicable state regulations.

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

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

(8) Auto Allowance. In order to defray the expense of travel for City business, the City shall pay to Interim City Manager an automobile usage allowance of \$250.00 per month. In addition, for miles traveled outside of a fifty (50) mile radius of Sunnyside, the City will provide reimbursement for mileage at the standard IRS rate. This provision only applies to travel involving the Interim City Manager's personal vehicle.

EXHIBIT "A"

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

6. Outside Activities. The employment provided by this Agreement shall be Interim City Manager's sole employment and Interim City Manager shall devote his full time and best efforts to the position of City Manager.

7. State of the City Update. Except as otherwise directed by the City Council, The Interim City Manager shall provide to the City Council a monthly update on the state of the city.

8. Termination.

Either Party. The parties recognize and acknowledge that this contract is temporary employment for an interim period and may be terminated by either party for any reason or no reason by giving sixty (60) day's prior written notice of termination. The Interim City Manager acknowledges that the employment relationship is at-will. The City Council may terminate the Interim City Manager's employment with or without cause at any time for any reason subject to the sixty (60) day prior notice provision. In lieu of the sixty (60) day prior notice provision, the City may pay the monthly salary for Interim City Manager for sixty (60) days thereby terminating the Interim City Manager's employment immediately.

9. 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.

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

11. 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: Mayor
818 East Edison Avenue
Sunnyside, WA 98944

INTERIM CITY MANAGER

Address as
shown on
the most current City record at
the time of mailing or
personally at such address or at
City Hall

EXHIBIT "A"

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.

12. Authorization of Facsimile Copies. Both parties agree that upon Interim City Manager 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.

13 Effective Date. All compensation and benefits under this Agreement shall begin to accrue as of Interim City Manager's actual start date, currently anticipated to be March 13, 2012, which shall be the effective date of this Agreement.

DATED this _____ day of March 2012.

CITY OF SUNNYSIDE:

FRANK SWEET:

By: _____

Its: Mayor

Attest / Authenticated:

By: _____

City Clerk