

**RESOLUTION 2024 - 62**

**A RESOLUTION OF THE CITY COUNCIL OF SUNNYSIDE,  
WASHINGTON, APPROVING AN EMPLOYMENT AGREEMENT  
FOR CITY MANAGER – MIKE GONZALEZ**

**WHEREAS**, the City Council of the City of Sunnyside, pursuant to Chapter 35A.13 RCW, is authorized to select and enter into an employment agreement for City Manager of the City of Sunnyside; and

**WHEREAS**, the City Council has determined that Mike Gonzalez is a person qualified and able to perform the duties of City Manager of the City of Sunnyside; and

**WHEREAS**, the City Council and Mike Gonzalez 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 Professional Services Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the Mayor of the City of Sunnyside is hereby authorized to execute such agreement for and on behalf of the City Council and the City of Sunnyside.

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

**PASSED** this 29<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
**DEAN BROERSMA, MAYOR**

**ATTEST:**

A handwritten signature in blue ink, appearing to read "Jacqueline Renteria", written over a horizontal line.

JACQUELINE RENTERIA, CITY CLERK

**APPROVED AS TO FORM:  
SAXTON RILEY & RILEY, PLLC**

A handwritten signature in blue ink, appearing to read "Benjamin J. Riley", written over a horizontal line.  
BENJAMIN J. RILEY, CITY ATTORNEY

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYSIDE AND MIKE GONZALEZ FOR POSITION OF CITY MANAGER

**THIS AGREEMENT** is made on this date between the City of Sunnyside, hereinafter referred to as "City "and Mike Gonzalez, hereinafter referred to as "Manager".

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

**WHEREAS**, the City agrees to extend an offer and, if accepted by Manager, the City seeks to employ Mike Gonzalez to serve as City Manager, and said Mike Gonzalez accepted the position as City Manager for the City of Sunnyside, on or about July 16, 2024, subject to acceptance and approval of this Agreement.

**WHEREAS**, the City approved the classification and compensation schedule for 2024, pursuant to City Ordinance 2023-20, passed on November 27, 2023, in the form of a copy of which is attached hereto as Exhibit A. **See Exhibit A: Ordinance 2023-20**

**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 Manager, and the Manager agrees to accept the position of 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 Manager, and shall continue until terminated as provided by law, or by the provisions of this Agreement.
3. **Duties.** Manager shall perform all duties and obligations of the City Manager as are required by law, and such other duties as are assigned from time to time by the City Council. 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.** Manager shall be paid a salary of \$161,167 per year which shall be paid in accordance with the procedures for other employees of the City. On January 1, 2025, the Manager shall be paid a salary of \$166,400 per year, pursuant to the ordinance and classification schedule, passed by Sunnyside City Council on November 27, 2023. **See Exhibit A.**

In lieu of amending this agreement, City may increase the Manager's annual salary by setting forth such increase in its annual Classification and Compensation Schedule that will be approved either by Budget Ordinance or Resolution.

5. **Benefits.**

A. **Miscellaneous Benefits.**

- (1) **Holidays.** Manager shall be entitled to holidays in the same manner as other City employees.
- (2) **Vacation.** Manager shall accrue vacation time at a rate of twenty (20) days (160 hours) per year in years one (1) and two (2). Manager shall accrue vacation time at a rate of twenty-five (25) days (200 hours) per year in years three (3) and four (4). Manager shall accrue vacation time at a rate of thirty (30) days (240 hours) per year in years five (5) and above. The Manager will have a maximum accumulated amount of vacation of three hundred (300) hours.
- (3) **Executive Leave.** Manager shall receive 80 hours of Executive Leave annually in accordance with the City's personnel policy.
- (4) **Sick.** Manager shall accrue sick leave at a rate of eight (8) hours per calendar month of employment with a maximum possible balance of 360 hours and with a starting balance of five (5) days, which is the equivalent of forty (40) hours.
- (5) **Medical.** The City will provide and pay the cost of the medical, optical and dental benefits under the City's health plan for Manager consistent with other City employees.
- (6) **Employee Insurance Benefits.** The City shall provide employee insurance benefits for the Manager in the same manner as other City employees.
- (7) **Deferred Compensation.** The Manager shall be allowed to participate in the City's deferred compensation plan and the City will contribute up to the Washington State PERS standard of Manager's contributions to the plan.
- (8) **Professional Development.** The City will pay dues for Manager's membership in a civic organization such as Rotary, Kiwanis or Lions. The City will also provide paid attendance at the annual Washington City/County Managers Association's two annual conferences and to the International City Managers Association conference as budgeted funds allow. The City will also pay annual membership dues to the Washington City/County Managers Association and the International City Manager Association as budgeted funds allow. The City will provide financial support to allow Manager to attempt to obtain the Association of Washington Cities Certificate of Municipal Leadership by December 31, 2025.
- (9) **Personal Vehicle Stipend/Mileage.** The City will provide a city-owned vehicle 4x4. Standard mileage rates will apply for the use of a personal vehicle.

## EXHIBIT A

- (10) Residency Requirements. Per RCW 35A.13.050, the Manager will live within the Sunnyside city limits. This residency requirement must be fulfilled within one (1) year from the date of employment.
- B. Other Benefits. Except as specifically provided in this Agreement, the 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 Manager's sole employment and Manager shall devote his full time and best efforts to the position of City Manager.
7. Performance Review. Except as otherwise directed by the City Council, the Manager'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 Manager's commencement of employment with the City or as otherwise provided by ordinance, resolution, policy or directive of the City Council. Performance evaluations may be facilitated by a third party with the participation of the City Council.
8. Termination.
- A. By the City. The parties recognize and acknowledge that Manager is an "at will" employee and agree that the City Council may terminate him/her with or without cause at any time and for any reason.
- B. Termination Pay.
- (1) The City agrees to pay the City Manager six (6) months' aggregate salary. The City Manager shall also be compensated for all vacation time in accordance with Section 5A(2), and all paid holidays occurring during those six (6) months. The City agrees to make a contribution to the City Manager's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed to regular compensation. For a period of three (3) months following termination or until comparable coverage is obtained, whichever occurs first, the City shall pay the cost to continue the following benefits:
- a. Health insurance for the City Manager and spouse.
  - b. Life insurance.

It is provided that said sum(s) shall be subject to applicable Federal withholding taxes, if any. No other benefits shall be paid or accrued during the severance payment period. Provided further, that if Manager is successful in finding a similar full-time position with a salary of over \$100,000 during the severance payment period, the severance payments will cease. In consideration and as a precondition of said payment, Manager shall execute a release in a form approved by the City

## EXHIBIT A

Attorney for any and all claims against the City, its elected or appointed officers, employees or agents, for any claims arising out of Manager's employment and/or Manager's termination of employment with the City.

- (2) If Manager is terminated for "just cause", then Manager shall not be entitled to any severance or termination pay. "Just cause" for purposes of this Agreement means misconduct. Including but not limited to commission of a criminal act, neglect of duty, violation of written or oral directives of the City Council, violation of any rules, regulations, policies or procedures of the City, sexual or other discriminatory harassment in violation of State or Federal anti-discrimination law, malfeasance or misfeasance, any conduct that would have an adverse effect upon the performance of the Manager's duties or reflect detrimentally upon the City, or any other just cause supported and consistent with Washington law.
- C. **Termination by Manager.** The City Manager may terminate this Agreement at any time by delivering to the City Council a written notice of termination not less than sixty (60) days before the effective date of termination. If the City Manager terminates this Agreement, then the severance provisions of Section 8 Articles A & B shall not apply. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to the City Manager all accrued compensation due to the City Manager up to the City Manager's final day of employment. Payout of accumulated annual and sick leave shall be governed by the same ordinances and policies as those for City management employees. The City shall have no further financial obligation to the City Manager pursuant to this Agreement. This section shall not prevent the City Manager from collecting any money earned as a result of participation in the City's deferred retirement program.
9. **Indemnification.** The City shall indemnify, hold harmless, and defend the City Manager from and against any claims related to or arising out of the good faith exercise of the powers and duties of the City Manager. This indemnification and hold harmless shall continue after the Manager's employment ends, but only insofar as it relates back to claims arising either directly or indirectly out of his employment by the City.
  10. **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.
  11. **Modification.** The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.
  12. **Notices.** Any notice required to be given under this Agreement shall be delivered or mailed to the following parties at the following addresses:

## EXHIBIT A

CITY:

Attn: Office of The Mayor  
City of Sunnyside  
818 East Edison Avenue  
Sunnyside, WA 98944

MANAGER:

Last Known Address on file with  
the City at time of mailing or  
personally at such address or at City  
Hall

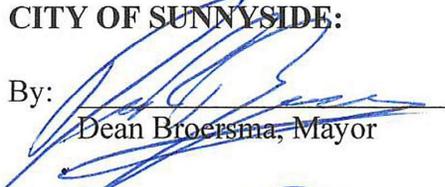
Notices may be delivered either personally to the addressee of the notice, or may be deposited in the United States mail, postage prepaid to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

13. **Effective Date.** All compensation and benefits under this Agreement shall begin to accrue as of Manager's actual start date, currently on or about July 30, 2024. The effective date of this Agreement shall be the date on which it was signed and entered below.
14. **General Provisions.** Failure to enforce any provision of this Agreement shall not constitute a waiver of said provision. This Agreement represents the entire agreement between the parties. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. Any unresolved dispute shall be submitted to arbitration. The dispute shall be submitted to a single arbitrator mutually agreed upon by the parties. If the parties are unable to agree, the arbitrator shall be determined by the Yakima County Superior Court and arbitration shall be conducted pursuant to RCW 7.04A, with both parties waiving the right to jury trial in the event of a de novo appeal. Arbitration shall be conducted in Sunnyside, Yakima County, Washington, and the costs of the arbitration shall be equally borne by the parties, and the arbitrator shall award, as additional judgment against the other, attorney's fees and costs to the prevailing party. The City Manager is a City government employee, shall perform duties in a non-partisan manner. The City Manager shall not utilize employee time for political campaigning or endorsements.
15. **REPRESENTATION.** Saxton Riley & Riley, PLLC represented and assisted the City in the preparation of this Agreement. If Manager has questions regarding how this agreement affects his rights, then he should consult with his attorney. By signing this agreement, Manager represents that he has consulted an attorney prior to signing, or is waving his rights to consult an attorney prior to entering this agreement.
16. **Paragraph headings, Gender and Number.** Paragraph headings are not to be construed as binding provisions of this Agreement; they are for the convenience of the parties only. The masculine, feminine, singular and plural of any word or words shall be deemed to include and refer to the gender and number appropriate in the context.

**EXHIBIT A**

Dated this 29<sup>th</sup> day of July 2024.

**CITY OF SUNNYSIDE:**

By:   
Dean Broersma, Mayor

ATTEST:

By:   
Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:  
SAXTON RILEY & RILEY, PLLC

  
BY: Benjamin J. Riley, WSBA 34949  
Attorneys for The City of Sunnyside

**MANAGER:**

  
Mike Gonzalez

CITY CONTRACT NO: A-2024-116  
RESOLUTION NO: 2024-62  
COUNCIL MTG: 07/29/2024

**EXHIBIT A**

2024 City of Sunnyside Classification and Compensation Schedule

ELECTED OFFICIALS			SET BY ORDINANCE			
#	Position Title	Annual Salary	Paid Monthly			
1	Mayor	7,200	600			
1	Deputy Mayor	6,000	500			
5	Councilmembers	4,800	400			
APPOINTED POSITIONS						
#	Position Title	Annual Salary	Paid Monthly			
1	City Manager-COLA Calculated at Non-Rep Percentage	161,167	13,431			
1	Municipal Court Judge-60% of WA State District Court Judge	124,193	10,349			
Total Number of Positions Authorized and Funded:		1 Full-Time	1	Part-Time		
NON-REPRESENTED POSITIONS						
#	Position Title	Monthly Salary	Average of Settled Contracts			
		Minimum	Maximum			
1	Fire Chief	11,100	12,210			
1	Police Chief	11,100	12,210			
1	Public Works Director	10,767	12,059			
1	Administrative Services Director	10,767	12,059			
1	Community & Economic Development Director	10,767	12,059			
1	Communications Director/City Clerk	9,750	10,920			
1	Assistant Fire Chief	9,610	10,571			
2	Police Commander	9,610	10,571			
1	Deputy Public Works Director	9,308	10,239			
1	Deputy Development Director/Fire Marshal	9,308	10,239			
0	Battalion Chief	7,710	9,637			
1	Technology Systems Manager	7,110	8,888			
1	Human Resources Manager	7,110	8,888			
1	Human Resources Generalist	6,475	8,093			
1	Information Technology Specialist	6,412	8,015			
1	Deputy City Clerk/Executive Assistant	5,833	7,291			
2	Administrative Assistants	4,307	5,384			
Total Number of Positions Authorized and Funded:		18 Full-Time	0	Part-Time		
IAFF POSITIONS						
#	Position Title	Monthly Salary			Open Contract Under Negotiation	
		Step A	Step B	Step C	Step D	Step E
3	Captains	6,873	7,203	7,786		
15	Firefighters	5,497	5,773	6,058	6,361	6,679
Total Number of Positions Authorized and Funded:		18 Full-Time	0	Part-Time		
POLICE GUILD POSITIONS						
#	Position Title	Monthly Salary			Open Contract Under Negotiation	
		Step A	Step B	Step C	Step D	Step E
5	Sergeants			8,470	8,894	9,339
26	Patrol Officers	6,060	6,363	6,681	7,015	7,366
0	Patrol Officer - Post-Academy	5,739				
0	Patrol Officers- Pre-Academy	5,545				
Total Number of Positions Authorized and Funded:		31 Full-Time	0	Part-Time		
OFFICE/CLERICAL TEAMSTERS POSITIONS						
#	Position Title	Hourly Pay			Open Contract Under Negotiation	
		Step A	Step B	Step C	Step D	Step E
1	Accounting Specialist 2	28.89	29.60	31.08	32.64	34.27
2	Accounting Specialist 1	27.51	28.88	30.32	31.84	33.43
1	Lead Court Clerk	25.60	25.22	26.48	27.80	29.19
1	Permit Coordinator	25.10	26.36	27.68	29.06	30.51
1	Technology Support Assistant	24.82	26.06	27.36	28.73	30.17
2	Court Clerk	24.38	25.22	26.48	27.80	29.19

**EXHIBIT A**

2024 City of Sunnyside Classification and Compensation Schedule

OFFICE/CLERICAL Continued					0.00% COLA	
#	Position Title	Hourly Pay			Open Contract Under Negotiation	
		Step A	Step B	Step C	Step D	Step E
1	Operator/Receptionist	23.54	24.00	25.19	26.45	27.77
1	Development Technician	23.46	24.63	25.86	27.15	28.52
1	Accounting Assistant	23.46	24.63	25.86	27.15	28.52
1	Recreation Assistant/Receptionist	21.61	22.68	23.82	25.01	26.26
Total Number of Positions Authorized and Funded:		12	Full-Time	0	Part-Time	
PUBLIC WORKS TEAMSTERS POSITIONS					0.00% COLA	
#	Position Title	Hourly Pay			Open Contract Under Negotiation	
		Step A	Step B	Step C	Step D	Step E
1	Planner	30.58	32.11	33.72	35.41	37.18
1	Building Inspector/Plans Examiner	29.12	31.42	33.07	34.81	36.64
2	Code Enforcement Officer	26.89	28.04	29.92	31.95	34.10
2	Fleet Maintenance	26.54	27.96	29.41	30.96	32.60
2	Waste Plant Operator I - II - III	24.53	25.83	27.18	28.62	30.13
21	Maintenance Workers/WDM I	23.93	25.09	26.42	27.81	29.28
1	Recreation Coordinator	22.37	23.49	24.66	25.89	27.18
2	Facilities Maintenance Custodian	21.79	22.88	24.02	25.22	26.48
Total Number of Positions Authorized and Funded:		32	Full-Time	0	Part-Time	
POLICE SUPPORT TEAMSTERS POSITIONS					4.50% COLA	
#	Position Title	Monthly Salary				
		Step A	Step B	Step C	Step D	Step E
1	Crime and Forensic Analyst	5,516	5,792	6,081	6,385	6,705
9	Corrections Officer	4,817	5,058	5,311	5,576	5,855
0	Pre-Academy Corrections Officer	4,284				
8	Communications Officer	4,465	4,688	4,922	5,169	5,427
1	Evidence Technician	4,441	4,663	4,896	5,141	5,398
2	Receptionist II	4,441	4,663	4,896	5,141	5,398
0	Data Entry Clerk/Receptionist I	4,141	4,348	4,566	4,794	5,034
1	Animal Control Officer	4,117	4,323	4,539	4,766	5,005
Total Number of Positions Authorized and Funded:		22	Full-Time	0	Part-Time	
DIVISION SUPERVISORS					5.00% COLA	
#	Position Title	Annual Salary				
		Step A	Step B	Step C	Step D	Step E
1	Court Administrator/Supervisor	90,330	94,847	99,589	104,568	109,797
0	Community Development Supervisor	88,571	93,000	97,650	102,532	107,659
1	Finance Supervisor	87,744	92,131	96,738	101,575	106,654
1	Jail Administrator/Supervisor	86,713	91,049	95,601	100,381	105,400
4	Public Works Supervisor	83,171	87,330	91,696	96,281	101,095
1	Parks & Recreation Supervisor	83,094	87,248	91,611	96,191	101,001
1	Dispatch Supervisor	82,755	86,893	91,237	95,799	100,589
Total Number of Positions Authorized and Funded:		9	Full-Time	0	Part-Time	
NON-REPRESENTED SEASONAL POSITIONS					BASED ON MINIMUM WAGE	
#	Position Title	Hourly Pay				
		Step A	Step B	Step C	Step D	Step E
12	Temporary Seasonal Maintenance	20.84	21.88	22.97	24.12	25.33
1	Pool Manager	20.00	21.00	22.05	23.15	24.31
3	Pool Assistant Managers	17.09	17.60	18.13	18.67	19.23
18	Lifeguards	16.28	16.77	17.27	17.79	18.32
2	Seasonal Recreation Aide 2	17.09	17.60	18.13	18.67	19.23
8	Seasonal Recreation Aide 1	16.28	16.77	17.27	17.79	18.32
Total Number of Positions Authorized and Funded:		0	Full-Time	44	Part-Time	

## EXHIBIT A

### 2024 City of Sunnyside Classification and Compensation Schedule

VOLUNTEER & RESIDENT FIREFIGHTER COMPENSATION		NON-WAGE STIPEND
<b>Certification Level</b>	<b>12 Hour Shift</b>	<b>24 Hour Shift</b>
FF only - Recruit/3rd Rider	40.00	N/A
EMS only EMT	80.00	160.00
AHJ FF	90.00	180.00
IFSAC FF1	110.00	220.00
IFSAC FF2	150.00	300.00
Dept. Battalion Chief (Day Shift)	195.00	N/A
<b>Shift Stipend Bonus</b>	<b>12 Hour Shift</b>	<b>24 Hour Shift</b>
Advanced EMT	20.00	40.00
Paramedic	50.00	100.00
IFSAC HAZMAT Technician	10.00	20.00
Duty Officer Assignment	N/A	75.00
<b>Non-Shift Stipends</b>	<b>Per Occurance</b>	
Per Call Stipend for off-shift EMS	16.00	
Per Call Stipend for off-shift Fire	32.00	
Per Drill for off-shift Drill	25.00	
<b>Resident Firefighter (Intern)</b>	<b>Per Month for 10 Scheduled Shifts</b>	
Resident Volunteer Firefighter	800.00	
<b>Total City-Wide Positions Authorized and Funded:</b>		<b>143 Full-Time      45 Part-Time</b>