

RESOLUTION 2025 - 39

A RESOLUTION OF THE CITY COUNCIL OF SUNNYSIDE, WASHINGTON, AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AN AGREEMENT WITH O'SULLIVAN LEGAL PLLC FOR INDEPENDENT INVESTIGATION SERVICES.

WHEREAS, the city desires to retain the services of an independent third-party investigator to ensure a fair, thorough, and impartial review; and

WHEREAS, O'Sullivan Legal PLLC has the experience and qualifications to provide such investigation services and has submitted an engagement agreement outlining the scope of services, hourly billing rates, and terms of representation.

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

SECTION 1. The City Council hereby authorizes the Acting City Manager, or his designee, to execute the engagement agreement with O'Sullivan Legal PLLC, attached hereto as "Exhibit A", for the purpose of conducting independent investigation services.

SECTION 2. The City Clerk is authorized to make the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

SECTION 3. This Resolution shall be effective upon passage, approval and signatures heron in accordance with law.

PASSED this 4th day of June, 2025.



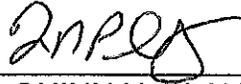
DEAN BROERSMA, MAYOR

ATTEST:



JACQUELINE RENTERIA, CITY CLERK

**APPROVED AS TO FORM:
MENKE JACKSON BEYER, LLP**



**BY: QUINN N. PLANT
CITY ATTORNEY FOR THE CITY OF SUNNYSIDE**



June 3, 2025

Via Email: jgalloway@workwith.com

City of Sunnyside
c/o Jeffrey R. Galloway
Witherspoon Brajclch McPhee, PLLC
601 W. Main Avenue, Suite 1400
Spokane, Washington 99201

Dear Mr. Galloway:

ENGAGEMENT AGREEMENT

This Agreement sets forth and confirms the terms of the City of Sunnyside's ("Client") engagement of O'Sullivan Legal PLLC (the "Firm"), effective as of the last date executed below ("Effective Date").

In consideration of the terms of this Agreement, the City of Sunnyside and O'Sullivan Legal PLLC agree as follows:

- 1. Conditions of Representation.** This Agreement will take effect upon our receipt of a signed copy of this Agreement.
- 2. Scope of the Engagement.** You have asked the Firm provide investigation services to you in connection with reports of workplace harassment, discrimination, and other unlawful conduct (the "Services"). Legal services outside of the scope of Services may require a separate written engagement agreement and fee arrangement.
- 3. Duty of the Client.** The Firm's ability to assist you depends on your providing necessary information and documentation, participation, cooperation, and frank communication. It is expected that all information you provide will be truthful, accurate, and current to the best of your knowledge and belief; and all documentation will be true and genuine originals or copies of originals in your possession. It is expected that you will cooperate fully to assist us in obtaining any information, records, and documentation. This may include signing authorizations to obtain employment records, medical records, police reports, or other such documentation as the Scope of Services requires.
- 4. Duty of the Firm.** We will keep you informed about the status of the Services and will consult with you when appropriate. The Firm will not make any settlement of your claims without your express consent. The Firm will inform you of any changes in availability of the attorney or staff performing work on this Services.

5. Payment Due. The Client will be billed for services and costs as follows:

5.1. Calculation of Legal Fees. Our fees for the legal services for this engagement will be charged based upon our hourly rates for actual time spent. Thaddeus J. O'Sullivan will be the attorney primarily handling this matter. His current billing rate is \$325 per hour. Like other businesses, our rates may be increased from time to time to reflect changing economic conditions.

5.2. We generally charge legal fees for all time expended with you or on your behalf including, but not limited to, telephone conversations, personal conferences, strategy development and planning, letter and document preparation, and review, research, drafting, and travel. We keep daily records of the time expended, including a brief description of the activity on your behalf.

5.3. Other Costs. In addition to legal fees, you will be charged for expenses incurred or advanced on your behalf. Charges incurred for services provided by third parties including, but not limited to, messenger services, special handling costs for mailing, and outside copying services will be billed to you at our cost. Other expenses normally incurred on your behalf, such as facsimile transmissions, photocopies, and printouts will be billed at the rates normally charged our clients for those costs. At times, it may be necessary to incur extraordinary expenses on your behalf such as overtime for secretarial services or legal research. Those costs will be authorized and preapproved by you prior to the firm incurring those expenses. You may be asked to pay for certain expenses in advance or directly when the amounts are large, such as for appraisals, depositions, or bulk mailings.

5.4. Billing Cycle. At minimum, you can expect to receive an invoice each month that itemizes the legal fees and costs incurred during the previous billing cycle. The invoice will also show the calculation of time spent and a summary of the activities conducted. Each invoice is due within 30 days regardless of the outcome of any services provided hereunder. If you have billing questions or concerns, please contact me immediately. O'Sullivan Legal PLLC reserves the right to suspend services and/or terminate representation in the event invoices are not timely paid.

5.5. Advance Fee Deposit. I do not require an advance fee deposit to commence Services but reserve the right to do so if warranted in the future.

5.6. Additional Payments Owed. In the course of the Services, a court or arbitrator may require you to pay fees or costs to the other party in the Services. You will be responsible for any such payment and the Firm will not incur that expense on your behalf.

6. Confidentiality. The documents and information that you provide are confidential and will not be disclosed unless you authorize the disclosure or disclosure is required under the governing state law and the applicable Rules of Professional Conduct. This confidentiality applies after the conclusion of the Services or after termination.

7. No Guarantees. The Firm will provide legal services reasonably required to represent you in the Services. Nothing in this Agreement and nothing in the Firm's statements to you are a promise or guarantee about the outcome of your Services. Any comments made by the Firm about the outcome or merits of the Services are expressions of professional opinion only.

Jeffrey R. Galloway
Witherspoon Brajcich McPhee, PLLC
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8. **Termination.** The Firm reserves the right to withdraw from representing you in the Services and terminate this Agreement at any time, subject to applicable Rules of Professional Conduct and subject to any court rules or court order. You have the right to discharge the Firm and terminate this Agreement at any time and may do so by notifying the Firm in writing. Upon termination, regardless of the reasons for withdrawal or discharge, you will be obligated to pay any outstanding legal fees for work that the Firm performed on your behalf and will be obligated to pay any costs incurred on your behalf prior to the termination.

9. **Entire Agreement.** This Agreement governs all legal services performed by the Firm on behalf of Client commencing with the Effective Date. This Agreement contains the entire agreement of the parties and no other agreement, statement, or promise made on or before the Effective Date is binding on the parties. This Agreement may be later modified only by agreement of the parties.

ACCEPTED AND AGREED TO:

O'SULLIVAN LEGAL PLLC

6/5/2025

Thad O'Sullivan

Thaddeus J. O'Sullivan

Date: June 3, 2025

CITY OF SUNNYSIDE



BY: Cameron Haubrich, ^{his} Acting City Manager

DATE: June 4, 2025

CITY CONTRACT NO: A-2025-109
RESOLUTION NO: 2025-39
COUNCIL MTG: 06/05/2025