

Employment Agreement for Legal Services

1. **Parties.** The Parties to this Employment Agreement (öAgreementö) are the City of East Wenatchee (öCityö) and Devin Poulson (öAttorneyö).
 - a. The City:
 - i. The City is a municipal corporation organized under the laws of the State of Washington.
 - b. Attorney
 - i. Attorney is licensed to practice law in the State of Washington.
2. **Effective Date of Agreement.** This Agreement is effective January 1, 2013.
3. **Recitals.**
 - a. The City desires to employ the services of Attorney as City Attorney for the City of East Wenatchee;
 - b. The City desires to provide certain benefits, establish certain conditions of employment and to set working conditions of the position of City Attorney;
 - c. The City desires to secure and retain the services of the City Attorney to remain in such employment, to make possible full work productivity by assuring Attorney's morale and peace of mind with respect to future security and to provide a just means for terminating Attorney's services at such time as Attorney may be unable fully to discharge his duties or when the City may desire to otherwise terminate employment; and
 - d. Attorney desires to accept employment as City Attorney for the City of East Wenatchee.
 - e. This Agreement supersedes and replaces all prior contracts for employment between the City and Attorney.
4. **Agreement to Employ.** The City agrees to employ Attorney as City Attorney to perform the functions and duties outlined below and to perform such other legally permissible and proper duties and functions as the Mayor may assign from time to time.
5. **Term.** This Agreement is effective for a term of four years.
6. **Compensation.**
 - a. 2013 Salary. Attorney's annual base salary in 2013 is \$99,800.
 - b. On January 1st of each subsequent year, the City must increase Attorney's annual base salary by 100% of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) in Pacific Cities and U.S. City Average, September to September statistics for the preceding twelve months. The increase, however, may not be less than 1% and may not be more than 3%.
 - c. Travel Expenses. The City must reimburse Attorney for reasonable and customary expenses actually incurred in connection with the business of the City, including food, lodging, and travel expenses while away, provided that prior arrangements are made with the Treasurer.

- d. Professional Development. The City agrees to budget and pay reasonable expenses for professional dues, subscriptions, training and travel required for Attorney to meet the requirements imposed by the Washington State Bar Association to maintain his license to practice law in good standing.
- e. Medical Insurance. Full family medical coverage for Attorney's family is available through the City's insurance carrier. Until December 31, 2014, the City must pay the full premium for Attorney and for Attorney's spouse or first dependent, and the City must pay 50% of the premium for additional dependents. Beginning January 1, 2015, the City must pay 90% of the full premium for Attorney and for Attorney's spouse or first dependent, and the City must pay 50% of the premium for each of additional dependents.
- f. Dental Insurance. Full family dental coverage for Attorney's family is available through the City's insurance carrier. The City must pay the full premium for Attorney and for all his dependents.
- g. Orthodontia Insurance. Full family orthodontia coverage for Attorney's family is available through the City's insurance carrier. The City must pay the full premium for Attorney and for all his dependents.
- h. Vision Insurance. Full family vision coverage for Attorney's family is available through the City's insurance carrier. The City must pay the full premium for Attorney and for all his dependents.
- i. Long Term Disability Insurance. Long term disability insurance is available to Attorney through the City's insurance carrier. The City must pay the full premium for Attorney.
- j. Personal Leave. Beginning January 1, 2013, Attorney accrues 18 hours of personal leave per month. Beginning June 1, 2016, Attorney accrues 20.67 hours of personal leave per month.
- k. Leave Without Pay. The Mayor may grant leaves of absence without pay for absences from work not covered by any other type of leave.
- l. Jury and Witness Leave. The City will grant Attorney time off with pay to serve on a jury or as a witness in a judicial or quasi-judicial proceeding. This benefit will be in addition to any other leave offered by the City.
- m. Arbitration Leave. If Attorney is selected to serve as an arbitrator pursuant the provisions set forth in RCW 7.06, the City will grant Attorney time off with pay to serve as an arbitrator. This benefit will be in addition to any other leave offered by the City.
- n. Administrative Leave. The City may place Attorney on administrative leave with or without pay for an indefinite period of time, as approved by the Mayor to be in the best interest of the City, during the pendency of an investigation or other administrative proceeding.
- o. Holidays. The City recognizes the following holidays: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and a Floating Holiday.
- p. Longevity. The City will add longevity pay to Attorney's base monthly salary as follows:

- i. Effective January 1, 2013, longevity pay is one percent of Attorney's base monthly salary.
- ii. Effective June 1, 2016, longevity pay is two percent of Attorney's base monthly salary.

7. Duties. Attorney will perform all duties of the City Attorney as set forth below and other duties as may be assigned from time to time by the Mayor.

- a. **General Purpose.** This is a professional position that plans, directs, and coordinates comprehensive legal services for the City; provides counsel to the Mayor, Council, staff, committees and commissions; provides legal advice to guide City policies, decisions and activities; represents the City and supervises and directs representation of the City at various court levels and tribunals in criminal and civil litigation and in administrative hearings; drafts and interprets City ordinances and resolutions; negotiates real property acquisitions; provides advice, counsel and representation to protect the City's interests; participates in the City's short and long range planning to assure proper consideration of legal issues.
- b. **Supervision.** Attorney works under the direction of the Mayor.
- c. **Essential duties and functions.**
 - i. Plans and coordinates comprehensive legal services for the City; attends meetings and provides ongoing legal advice to the Mayor, Council, and staff, represents and supervises and directs representation of the city at civil and criminal misdemeanor matters and in administrative hearings.
 - ii. Reviews documents prepared by staff to assure proper legal principles and procedures are followed and to assure that legal advice to city clients is accurate, responsive, and sensitive to political and policy considerations.
 - iii. Prosecutes violations of the City's municipal code.
 - iv. Prosecutes and/or defends, in courts of original jurisdiction, and on appeal, civil actions brought by or against the city, or against officials, officers, and/or employees in their official capacity, including, but not limited to, condemnations, local improvement districts, zoning regulations and jurisdictional disputes, and issues not sounding in tort and referred under the City's liability insurance program.
 - v. Provides legal advice to guide city policies, decisions and activities; drafts and interprets city ordinances and resolutions, deeds, contracts, and other legal documents; provides advice, counsel and representation to protect the city's interests.
 - vi. Attends city council meetings, and special meetings when needed, and provides legal advice as requested; reviews legal propriety of documents under consideration by the council or city administrative officials.
 - vii. Participates in proceedings for the vacation of streets, condemnation of lands for municipal purposes, for land acquisitions, and for related legal transactions.
 - viii. Participates in the drafting and review of letters, ordinances, contracts, resolutions, policies, real estate documents, and other legal documents enacted by the city to assure proper wording, limit the city's liability,

assure they carry out the city's intent, assure they comply with applicable laws, and protects the city's interests; drafts opinion letters as required or requested.

- ix. Evaluates and makes recommendations to the Mayor on awards of legal contracts to outside counsel; assigns, directs and coordinates outside counsel work to assure compliance with specifications, time lines, and legal requirements.
- x. Tracks legal and policy issues of importance to the city; reads legal journals and utilizes networks to establish contacts and sources of information relevant to the city.
- xi. Reviews proposed and enacted state and federal legislation for impact upon the city; recommends appropriate responses where necessary to protect the city's legal interests; analyzes legal trends and developments impacting the city and recommends appropriate city responses of action.
- xii. Directs and coordinates outside counsel retained by the city in specialized litigation and other matters.

8. Termination.

- a. By City. If the Mayor elects to terminate Attorney without cause, the City must give Attorney written notice at least 180 days prior to the date of termination. Alternatively, if the City wishes to terminate Attorney immediately, the City must pay Attorney 180 days severance pay. If the Mayor elects to terminate Attorney for cause, as defined by Washington common law, no notice or payment is required.
- b. By Attorney. If Attorney terminates his employment with the City, he must provide the City not less than 30 days prior notice of the effective date of such termination in order to afford the City a reasonable opportunity to find a replacement for Attorney. If the City finds a replacement who is able to commence employment prior to the expiration of the 30-day, the City may terminate Attorney prior to effective date provided in the 30-day notice.
- c. Compensation upon Termination. Upon termination for any reason, the City must pay Attorney a lump sum payment of any accrued, but unused, personal leave at a rate of 25%.

9. Performance Evaluation. The Mayor must evaluate Attorney's performance on or before August 15, 2013 and then at least once every 12 months thereafter.

10. Professional Liability. The City agrees to defend, hold harmless and indemnify Employee from all demands, claims, suits, acts, errors or other omissions in legal proceedings brought against Attorney in his individual capacity or in his official capacity, provided the incident arose while Attorney was acting within the scope of his employment.

11. Modification. The parties agree that this agreement cannot be amended or modified without the written concurrence of both parties.

12. Severability. If any provision or portion of this agreement is held to be unconstitutional, invalid, or unenforceable, the City has the -right, at its option, to declare the agreement void and enter into negotiations with the Employee for execution of a new personal services agreement.

13. Notice. Any notices required to be given by the City to Attorney or by Attorney to the City must be delivered to the following parties at the following addresses:

City of East Wenatchee
Mayor's Office
271 Ninth Street NE
East Wenatchee, WA 98802

Devin Poulson
1622 Orchard Ave.
Wenatchee, WA 98801

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

CITY OF EAST WENATCHEE

By Steven C. Lacy, Mayor

Date

Devin Poulson

Date