

JEH/crd
11/26/91

RESOLUTION NO. 883 WAS RESCINDED BY THE
CITY COUNCIL ON DECEMBER 17, 1991

Executive Severance
Agreement

RESOLUTION NO. 883

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, APPROVING AN EXECUTIVE SEVERANCE PACKAGE FOR CERTAIN CITY EMPLOYEES AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS TO IMPLEMENT THE PACKAGE.

WHEREAS, executive severance agreements act as an inducement to recruiting and retaining good personnel in department head or executive positions, as well as providing risk management benefits against wrongful termination suits, and

WHEREAS, the City Council has determined that the provision of an executive severance package to certain City employees would fulfill the above purposes and be in the best interests of the City, now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Redmond City Council hereby approves an executive severance package for all at will employees as defined in Section 4.60(1) of the City Personnel Manual currently in effect, the terms of which are contained in the contract entitled "Executive Severance Agreement," a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The Mayor is hereby authorized to execute an agreement in the form attached hereto with all current and future City department heads and members of the Mayor's staff who are at will as previously defined. The provisions of the Agreement shall

supersede any conflicting provisions in the Redmond Personnel Manual relating to severance benefits for the employees covered.

RESOLVED this 3rd day of December, 1991.

APPROVED:


MAYOR, DOREEN MARCHIONE

ATTEST/AUTHENTICATED:


CITY CLERK, DORIS SCHAIBLE

FILED WITH THE CITY CLERK: 11-26-91
PASSED BY THE CITY COUNCIL: 12-03-91
RESOLUTION NO. 883

RESOLUTION NO. 883 WAS RESCINDED BY THE CITY COUNCIL ON DECEMBER 17, 1991

EXECUTIVE SEVERANCE AGREEMENT

THIS AGREEMENT is entered into between the City of Redmond, hereinafter referred to as "the City," and _____ hereinafter referred to as "Executive Employee."

WHEREAS, Executive Employee is currently employed by the City as _____, and

WHEREAS, the employment relationship between Executive Employee and the City is currently governed by the City Personnel Manual, which provides certain severance benefits to Executive Employee in the event of termination, but which may be changed at some future time, and

WHEREAS, the City and Executive Employee desire to permanently fix the severance benefits which may be paid to Executive Employee as a result of termination and have determined to do so by contract, now, thereafter

FOR IN AND CONSIDERATION OF the mutual benefits accruing to both parties from Executive Employee's continued employment with the City, and in further consideration of the terms and conditions provided for herein, the parties hereto agree as follows:

1. Intent of Agreement. This Agreement is intended to firmly and permanently fix the severance benefits payable to Executive Employee in the event of Executive Employee's termination from employment with the City. The City of Redmond Personnel Manual, as the same now exists or as it hereafter may be amended, shall continue to govern all aspects of the employment relationship between the Executive Employee and the City, with the exception of severance benefits to be paid to Executive Employee upon termination. Such severance benefits shall be governed solely by this Agreement.
2. Right to Terminate Employment. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of Executive Employee at any time, subject only to any rights Executive Employee may have under the City of Redmond Personnel Manual.
3. Severance Package.
 - A. In the event that Executive Employee's employment with the City is terminated for any reason other than those delineated in Paragraph B below, the City will provide the following to Executive Employee as an executive severance package.

- 1) Executive Employee shall be entitled to receive his or her monthly salary, measured as of the date of the termination, for a period of five months after the date of termination. The salary shall be paid in accord with the same schedule as the regular City payroll;
- 2) Executive Employee shall be entitled to receive paid health benefits for a period of five months after the termination date. Said benefits will be equal to, or substantially similar to, the health benefits provided to Executive Employee as of the termination date;
- 3) Executive Employee shall be entitled to receive payment, on the next regularly scheduled payroll date after termination for:
 - a) All hours worked up to and through the date of termination, including overtime hours if Executive Employee was entitled to overtime pay as of the date of termination;
 - b) Any accrued but unused vacation time which has accrued through the last full month of employment;
 - c) Any accrued but unused holiday time;
 - d) If the floating holiday is used, four hours pay if termination occurs prior to July 1 of a calendar year, or eight hours pay if termination occurs after June 30 of a calendar year; and
 - e) A sick leave bonus, if eligible for such bonuses as a Executive Employee, and if termination occurs in the same calendar year but after the pay period in which the bonus is calculated.
- 4) Executive Employee shall be entitled to continuing access to the Employee Assistance Program for a period of five months after the termination date;
- 5) Executive Employee will be entitled to receive reasonable executive outplacement assistance;
- 6) Executive Employee shall be entitled to an employment reference from the City, the language of which shall be agreed upon by the parties,

provided, that in the event the parties cannot agree on the form of the reference, the City will provide only the dates of Executive Employee's employment, the last position held, the salary received, and the fact that Executive Employee is no longer employed by the City.

7) The City will concur with any unemployment benefit claims made by the Executive Employee.

B. The severance package provided for in Paragraph A shall not be available to Executive Employee, and this Agreement shall become null and void, if the termination of Executive Employee's employment with the City is due to:

- 1) Executive Employee's voluntary resignation from employment. For purposes of this paragraph, "voluntary resignation" means a resignation of employment resulting from the free choice of Executive Employee and not the result of a suggestion to resign made by formal action of the Mayor or City Council or by the creation of working conditions that are so difficult or unpleasant that a reasonable person in Executive Employee's position would feel compelled to resign; or
- 2) Criminal misbehavior, abuse of public office, or other gross misconduct, including, but not limited to fraud, deceit, theft of funds or property, assault, or sexual, racial, or other harassment; or
- 3) Incompetence, inadequacy, or inefficiency of Executive Employee in the performance of his or her official duties; or
- 4) A layoff, reduction in force or other action which results in the elimination of the position held by the Executive Employee.

C. The severance package provided in Paragraph A above shall not be construed as an extension of Executive Employee's employment beyond the termination date. Executive Employee shall not, during the period between the termination date and the end of the severance benefits, accrue any additional sick leave, vacation leave, or any other benefit accorded active City employees, including, but not limited to, MEBT contribution.

4. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter

herein 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. This Agreement cannot be amended or modified without the written concurrence of both parties.

5. Severability. If any provision or a portion of this Agreement is held to be unconstitutional, invalid or unenforceable by any court of competent jurisdiction, such invalidity, unconstitutionality, or unenforceability shall not affect the validity, constitutionality or enforceability of any other provision or portion of this Agreement.
6. Attorney's Fees. In the event that either party commences litigation against the other in order to enforce any provision of this Agreement or to redress any breach thereof, the prevailing party in such litigation shall be entitled to recover its costs, including reasonable attorney's fees, incurred in the litigation.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed and executed this ____ day of _____, 1991.

CITY OF REDMOND

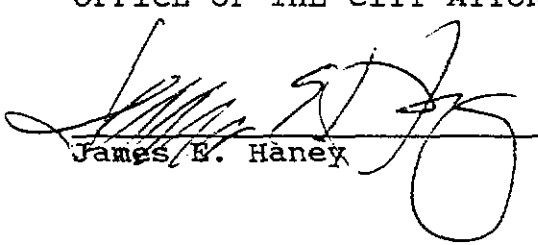
Executive Employee

Mayor, Doreen Marchione

ATTEST/AUTHENTICATED:

City Clerk, Doris Schaible

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:



James E. Haney

JEH6970.1A/0020.13087
JEH:crd 12/09/91

- 4 -

Resolution No. 883