



MANAGEMENT SERVICES
CITY OF GEORGETOWN

GEORGE GARVER, MAYOR
BILL SADLER, MAYOR PRO TEM

COUNCIL MEMBERS:
PATTY EASON
GABE SANSING
KEITH BRAINARD
PAT BERRYMAN
DALE ROSS
BEN OLIVER

September 14th, 2009

Mark T. Sokolow
4301 Lake Arthur, #906
Port Arthur, TX, 77641

Re: Letter of Agreement

Dear Mr. Sokolow,

Pursuant to the conversation you had with the Director of Human Resources, we are pleased to extend an offer of employment to you as the City Attorney for the City of Georgetown. This Letter of Agreement outlines the general terms and conditions of your employment (as an at-will "Employee") of the City of Georgetown, "Employer". The following terms and conditions apply:

SECTION 1. EMPLOYMENT CONDITIONS AND DUTIES

- A. On or before October 19, 2009, the City agrees to employ Employee as City Attorney of Georgetown to perform the functions and duties specified in the City Charter and to perform other legally permissible and proper duties and functions which the City Council shall, from time to time, request and assign. The Employee is appointed by and shall, at all times, serve as City Attorney, pursuant to the specific terms of Section 5.06 of the Georgetown City Charter.
- B. The City Council may fix such terms and conditions of employment as it may determine from time to time, relating to the duties and performance of Employee, provided such terms and conditions are not generally inconsistent or in conflict with the provision of this Agreement or the duties and performance standards of the position assigned at the time of the execution of this Agreement.
- C. Except as otherwise provided herein, all provisions of the City Ordinances and Code, and personnel policy manual of the City, as they exist now or may hereafter be amended, shall apply to the Employee, in the same manner they apply to other employees of the City.

SECTION 2. PERFORMANCE EVALUATION AND REVIEW

The City Council shall provide Employee with an annual performance evaluation and review each year he is employed by the City as City Attorney. Any review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. Such criteria may be revised by the City Council, from time to time, with notice of any such revision provided to the Employee. Any discussion of Employee's evaluation or review of the Employee shall be conducted only in closed Executive Session, unless otherwise requested by Employee. The Employee shall be



provided a copy of any written statement or findings of the City Council or any of its members and shall have an adequate opportunity to discuss his evaluations with the City Council, in Executive Session or in Open Session, if Employee so requests. Any written evaluation or statement concerning the Employee's performance shall be confidential and placed in the Employee's personnel file along with any written response by the Employee. In effecting the provisions of this Section, the City Council and Employee mutually agree to abide by the provisions of applicable State law concerning personnel matters, due process, and rights of the Employee and of the City.

SECTION 3. COMPENSATION AND BENEFITS

- A. The City shall compensate the Employee by providing: a bi-weekly salary of \$4,807.69 (equivalent to an annual base salary of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000).
- B. After the first initial six months, the City will review and consider an annual increase of \$5,000 to be added to the base salary. On an ongoing basis, the City shall review and consider adjustment of the Employee's salary in conjunction with Employee's year-end performance evaluation and review.
- C. Your Medical and Dental insurance will be effective the first day of the month following your first day of employment. Per City policy, 100% of the premium for your health insurance coverage will be paid by the City and from 50% of the premium will be paid by the City for dependent coverage if you choose to cover your dependents under the plan. The City also provides Long Term Disability insurance for its employees. Additional optional coverage is available for both you and your dependents through payroll deduction.
- D. You will become a member of the Texas Municipal Retirement System on the first day of your employment with the city. Your contribution into the plan will be 7% of your salary and the City will match that contribution on a 2:1 basis.

SECTION 4. RELOCATION EXPENSES

The City agrees to pay Employee for reasonable out-of-pocket relocation expenses in the form of a Relocation Stipend in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500), minus applicable taxes/deductions to be paid with the first pay check.

SECTION 5. VACATION

Employee shall, on the first day of his employment be deemed to have accrued fifteen (15) days of vacation leave. After the first year, Employee shall annually accrue a maximum of 15 days of vacation leave, which shall be accrued at a rate of ten (10) hours per month.

SECTION 6. RIGHT TO TERMINATE; NOTICE OF RESIGNATION

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject to the provisions set forth in Paragraph 7.A. of this Agreement, and to the terms of Section 5.06 of the City Charter.
- B. If Employee decides to resign voluntarily, he shall provide written notice of such intent to the City at least ninety (90) days prior to the effective date of such resignation, and shall not be entitled to severance pay under the terms of Section 7 of this Agreement.



SECTION 7. SEVERANCE PAY

- A. Except as provided in Paragraphs 7.B., below, at any time after Employee has been employed as City Attorney for twelve (12) months or more, during such time he has been willing and able to perform his duties under his Letter of Agreement with the City, if Employee's employment with the City is terminated by action of the City Council, the City agrees to pay to Employee a lump sum equal to one (1) month of his then-current base salary only (*i.e.*, excluding accumulated sick leave, vacation leave, or other untaken leave or benefits.) If Employee is terminated after having served for twelve (12) continuous months, he shall also be entitled to receive one (1) additional month of his then-current base salary for each full year of service, not to exceed three (3) months of severance pay.
- B. Employee shall not be entitled to any severance pay if he has voluntarily resigned, committed an unlawful action, failed to abide by the rules, regulations, or policies of the City, or failed to abide by the Code of Ethics of the Bar Association.

SECTION 8. SUBSEQUENT WORK AS INDEPENDENT CONTRACTOR

- A. Employer may hire Employee as an independent contractor on an interim basis to perform work after Employee's termination or resignation. Employee and Employer agree that such work shall be paid at the then-prevailing average hourly rate, and that Employee will perform no such work unless it has been requested and approved in writing by the City Council. Employee agrees he will be responsible for and will pay all social security, federal income taxes, and all other liabilities and taxes relating to the performance of any work performed for the Employer after Employee's termination or resignation.
- B. After his termination or resignation, Employee agrees to cooperate with Employer in the defense of any lawsuits brought against the Employer where the Employee is a party or potential witness. Employee agrees that he will not voluntarily provide assistance to any party adverse to the Employer in any lawsuit or administrative proceeding involving any matters which occurred on or after October 19, 2009, or with which Employee was involved, while an employee of Employer, except to the extent required to do so by subpoena or other court order. If Employee is subpoenaed to testify in any lawsuit or administrative proceeding in which the Employer is a party, Employee agrees to immediately provide written notice to the city attorney for the City of Georgetown. Employee further agrees that if he is needed as a witness by the City of Georgetown, he will make himself available to the City of Georgetown's lawyers before he testifies.

SECTION 9. AGREEMENT VOLUNTARY

Employee acknowledges and agrees that he has carefully read this Letter of Agreement and understands the Agreement. He further agrees that he has entered into this Agreement for the above-stated reasons and consideration. He warrants that he is fully competent to execute this Agreement, which he understands to be contractual. He acknowledges that he executes this Agreement of his own free will, after having a reasonable period of time to review, study, and deliberate regarding its meaning and effect and after being advised to consult an attorney and without reliance on any representation of any kind or character not expressly set forth herein.



SECTION 10. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the Parties.
- B. This Letter of Agreement shall become effective on the latest date accompanying the signature lines below.
- C. If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected by such invalidity or unenforceability, and shall remain in full force and effect.
- D. This Letter of Agreement will remain in effect until modified, in writing, or until canceled by mutual consent of the Parties, as evidenced by a written agreement of such action, fully executed and signed by all Parties to this Agreement.
- E. No waiver or amendment of this Agreement shall be valid unless delivered to all Parties, in writing, and consent of such waiver or amendment by the Parties is indicated by the authorized signatures of the Parties' representatives thereon.
- F. The rights and obligations of the City and Employee under this Agreement shall continue after termination of Employee's employment with the City for any reason, whether with or without cause, and whether initiated by any Party to this Agreement.

IN WITNESS WHEREOF, the City of Georgetown has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Secretary, both in duplicate, the day and year noted below.

THE CITY OF GEORGETOWN

By: George Garver 9-14-09
George Garver, Mayor Date

By: Mark Sokolow September 14, 2009
Mark T. Sokolow Date

ATTEST:

Jessica Hamilton
Jessica Hamilton, City Secretary