

**AMENDED CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN
MICHAEL H. MARTIN AND THE CITY OF BURIEN**

THIS AMENDED AGREEMENT is made and entered into as of this th day of May, 2009, by and between the City of Burien, Washington, a non-charter optional municipal code city (hereinafter, the "City") and Michael H. Martin (hereinafter, the "Manager").

WHEREAS, the City and Manager entered into an agreement effective November 26, 2006 (hereinafter, the "Original Agreement") that set forth the terms under which the City would employment Manager for an indefinite period of time; and

WHEREAS, on the evening of April 19, 2009, the Manager was arrested for driving under the influence of alcohol, a misdemeanor under the laws of the State of Washington; and

WHEREAS, the Manager denies that he committed any wrongful or criminal act, he acknowledges that the facts and circumstances of his arrest may constitute "cause" to terminate his employment under the Original Agreement, and he desires to remain an employee of the City in his current position; and

WHEREAS, in recognition of the excellent performance of the Manager for the past 2½ years, the Burien City Council has agreed to retain the Manager in his current position if he agrees to the following amendments to the Original Agreement for the mutual protection of the Manager, the City, its employees, and residents.

For good and valuable consideration, as set forth above, the City and Manager agree to amend the Original Agreement as follows:

5. Duties

A new Section 5.5 is added as follows:

5.5 Alcohol-Related Conditions. Manager will comply fully with the following conditions of continued employment.

A. Manager will comply fully with the conditions of any court, criminal sentence, or diversion program arising from his arrest on April 19, 2009.

B. Manager will not report to work at the City, or remain at work or on duty, while under the influence of alcohol. For purposes of this Amended Agreement, Manager will be deemed to have reported to work or remained at work under the influence of alcohol if he has a blood alcohol level at .02 or above at the time of testing.

C. Manager will submit to alcohol testing on dates and times chosen at random and without prior notice to the Manager, to ensure that he is not reporting to work or remaining at work under the influence of alcohol.

D. Manager will submit to alcohol testing at the request of the Mayor and at least one other council person, based on an articulated suspicion by any person that the Manager has reported to work or has remained at work under the influence of alcohol. If the Mayor is unavailable, the Deputy Mayor will take his/her place in this process. Employees who report their suspicions in good faith will be entitled to protection from retaliation for doing so, and any proven allegations of retaliation will be grounds for discipline. Employees who report unfounded suspicions in bad faith will be subject to discipline for such reporting.

E. Manager will apply for and install, for a period of two years, an ignition interlock device on any vehicle that he drives to or from the City or while on duty as Manager. All costs associated with the ignition interlock device, including the application, installation, or monthly fee, will be paid by the Manager.

F. Manager will undergo an alcohol assessment program by a qualified assessor, and comply with any treatment recommendations of the assessor, including but not limited to any inpatient recommendation, follow up treatment, or attendance at meetings of Alcoholics Anonymous or a similar support group. The costs of such assessment or treatment will be borne by Manager to the extent not covered by an EAP or Manager's health care plan.

G. Manager will meet with the City Council in executive session on a quarterly basis to affirm his compliance with the conditions, as set forth above.

7. Termination of Employment

Section 7.1.1 of the Original Agreement is deleted in its entirety as is replaced by the following:

7.1.1 Severance Pay. In the event that the City elects to terminate Manager's employment for any reason other than for "cause" as defined below, Manager shall receive the equivalent of three months salary and shall receive three months of continued health insurance benefits (medical, dental, and vision only) both commencing on the date of termination of employment. The salary equivalent shall be payable on regular City paydays.

The City's obligation to pay any such continued salary and health insurance severance benefits shall terminate if Manager accepts other employment within any period that such salary and continued benefits are being paid, unless otherwise negotiated by the parties.

"Cause" shall mean a fair and honest cause or reason, regulated by good faith on the part of the Burien City Council and based on facts which are supported by evidence, and which the Council reasonably believes to be true, and which are not for any arbitrary, capricious or illegal reason. Cause includes, but is not limited to, acts, errors, or omissions by the Manager that discredit the City, or materially impair the provision of orderly services to the citizens of the City.

"Cause" shall also include the Manager's failure to comply with any of the conditions set forth in Paragraph 5.5 above.

8. General Provisions

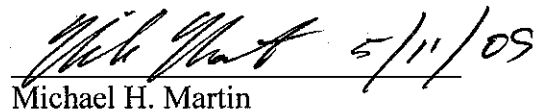
A new Section 8.5 is added as follows:

- 8.5 Re-evaluation period. Two years after the effective date of the Amended Agreement, the City Council will confer with Manager and re-evaluate whether any of the terms of this Amended Agreement are still necessary, in consideration of Manager's performance and compliance therewith.

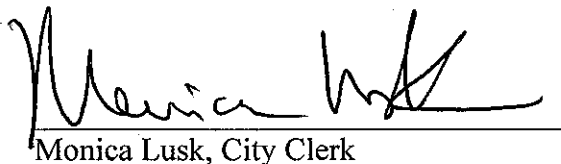
CITY OF BURIEN

CITY MANAGER

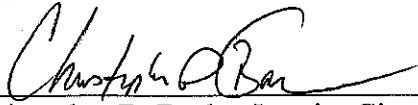

The Hon. Joan McGilton


Michael H. Martin

Attest/Authenticated:


Monica Lusk, City Clerk

Approved as to Form:



Christopher D. Bacha, Interim City Attorney