

City of Newcastle Contract Routing Form

Contract No. 2019-016

Agreement Type:

- Professional Agreement
 Architect/Eng.
 Public Works
 Reimbursable
 Grant
 Interlocal
 Service Agreement

Originating Dept: City Council

Project Information: City Manager Services

Contractor/Consultant Name: Robert T. Wyman
 Project Name: City Manager Services
 Contact: Robert T. Wyman Title: City Manager
 Address: 12055 9th Ave NW City: Seattle
 State: WA Zip: 98177 Phone: 206 354-8685

Effective Date: September 16, 2010

Expiration Date: Annual Renewal by Mutual Agreement

Total Contract Amount: 2019 = \$168,000.00

Original Contract Amount: 2010 = \$110,000.00

Payment Source and/or Account No: 001-10-513-10-1100-0000

Contract Review & Signature Routing In Order:

	Initial	Date
1. Department Director <i>City Clerk/ Mayor</i>	<u><i>RM</i></u>	<u>03/26</u>
2. City Attorney	<u><i>OR</i></u>	<u>3/28</u>
3. Contracting Party	<u><i>[Signature]</i></u>	<u>3/26/19</u>
4. Finance Director	<u><i>[Signature]</i></u>	<u>3-17-19</u>
5. Finance Committee	N/A	N/A
6. Council	Council Mtg March 19, 2019	
7. City Manager	<u><i>[Signature]</i></u>	<u>3/26/19</u>
8. Acctng & Pysl Specialist	<u><i>[Signature]</i></u>	<u>3/28/19</u>

Contract Processing – Acctng & Pysl Specialist

	Initial	Date
Assigns contract number	ML	3-26-19
Copy of Signed original to Project Mgr.	<u><i>ROB</i></u>	<u>3/26/19</u>
Enters into Contract Database	ML	3-26-19
Make file	ML	3-26-19
Original to Clerk for Scan/Upload	_____	_____
File copy Ord. / Reso. File if needed	N/A	N/A
City Original to File Contract File Cabinets	_____	_____

AGREEMENT FOR CITY MANAGER SERVICES

THIS AGREEMENT made and entered into the 26th day of March, 2019, by and between the City of Newcastle, Washington, a municipal corporation ("City") and Robert T. Wyman, an individual, hereinafter referred to as "Wyman."

WHEREAS, the City desires to employ the services of Wyman as the City Manager of the City, as provided by Chapter 35A.13 RCW; and

WHEREAS, Wyman desires to accept employment as the City Manager of the City;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Employment and Status. The City hereby employs Wyman and Wyman hereby accepts employment with the City as the City Manager. Wyman's status shall be as an at-will employee and not as an independent contractor.

Section 2. Scope of Duties and Services. Wyman shall perform the functions and duties of City Manager as specified in state law, including Chapter 35A.13 RCW and city ordinances, and to perform such other legally permissible and proper duties and functions as a majority of the City Council shall from time to time assign. Wyman shall exercise his obligations and responsibilities diligently, applying the highest degree of professionalism, ethics, integrity and good workmanship to every aspect of his employment as City Manager.

Section 3. Term of Employment. Wyman's employment with the City as City Manager shall commence on September 16, 2010, and shall continue until terminated by either party as provided in Paragraph 13 of this Agreement.

Section 4. Salary. Wyman shall be paid an annual base salary of one hundred sixty eight thousand dollars (\$168,000.00) (Base Salary) for the services provided pursuant to this Agreement. Thereafter, Wyman's Base Salary shall be reviewed at least once annually by the City Council for increase, which shall be at the discretion of the City Council. Wyman shall not be entitled to an increase in the Base Salary, including, cost-of-living adjustment, step or merit increase, without approval of the City Council. Wyman's Base Salary shall be payable in equal installments at the same time other management employees of the City are paid.

Section 5. Benefits.

A. Retirement Contribution. At Wyman's option, the City shall make retirement contributions to benefit Wyman to either: 1) an "Executive 401(a)" defined contribution plan administered by the International City/County Management Association Retirement Corporation; or 2) to the Washington State Public Employees Retirement System (known as

“PERS”). The City’s contribution to the retirement plan chosen by Wyman shall be equal to the PERS contribution rate identified in Section 6.02 of the City’s Personnel Policies (“Personnel Policies”), as may be amended. Wyman may change participation in a retirement plan according to the rules of said plans.

B. Vacation.

1. Accrual. Wyman shall accrue vacation based on total years of employment with the City. Wyman shall be entitled to calculate said vacation accrual under Section 7.01 of the Personnel Policies based on ten (10) years of employment. Thereafter, Wyman’s vacation shall accrue in the same manner as set forth in Section 7.01, as may be amended, for employment beyond ten years. For all vacation absences, Wyman shall designate an Acting City Manager. The City’s policies and regulations relating to annual carryover provisions for vacation leave shall apply.

2. Bank. Wyman shall be entitled to a bank of vacation and sick leave upon the effective date of this Agreement based on the accrual earned for one year’s employment at the above rate.

C. Other Benefits. Except as specified otherwise in this Agreement, Wyman shall be entitled to receive all other benefits provided to full-time Newcastle employees, including but not limited to health care, the City’s 401(a) Social Security alternative program, and the option to participate in City’s deferred compensation (457) program. As set forth in Paragraph 4, Wyman shall not receive standard merit, step, or cost-of-living adjustments. Wyman shall only receive an increase in the Base Salary upon approval of the City Council.

D. Other Terms and Conditions. Except as specified otherwise in this Agreement, all provisions of the City code and regulations and rules relating to vacation and sick leave, retirement and pension system contributions, holidays and other working conditions as they now exist or may be amended, shall also apply to Wyman as they would to other employees of the City.

E. Bonds and Sureties. The City shall provide and pay for all costs of any surety or other bonds required of Wyman.

F. Executive Leave Days. Wyman shall have seven (7) executive leave days in 2019.

Section 6. Indemnification & Hold Harmless.

A. The City agrees to indemnify, hold harmless and defend Wyman in accordance with State law, the City’s indemnification ordinance and the City’s insurance coverage with the Washington Cities Insurance Authority.

B. The terms of this section shall survive the termination of this Agreement.

Section 7. Professional Development, Memberships & Dues.

A. Subject to budget authorization, the City shall pay for reasonable fees and for travel and subsistence expenses in accordance with the travel policies of the City for professional and official travel, meetings and occasions relating to professional development of Wyman and official functions for the City, including but not limited to, the Washington City Manager's Association ("WCMA") and International City/County Management Association ("ICMA") annual conference.

B. Subject to budget authorization, the City agrees to pay for reasonable fees and for travel and subsistence expenses in accordance with travel policies of the City for short courses, institutes and seminars relating to professional development of Wyman.

C. Wyman shall provide copies of all materials obtained at meetings, conferences and seminars to the City.

D. The City shall pay annual dues for Wyman's membership in the ICMA and the WCMA. In accordance with subsection 7.A above, the City shall provide for Wyman's attendance at the annual WCMA and ICMA conferences.

Section 8. Performance Evaluation and Agreement Review.

A. The City Council shall review and evaluate the performance of Wyman at least once annually. To the extent authorized by law, the evaluation shall be conducted in executive session. As a result of the evaluation, the terms of this Agreement may be reviewed by the parties and amended.

B. At least once annually, the City Council and Wyman shall define such goals and performance objectives that they determine are necessary for the proper operation of the City and the attainment of the Council's policy objectives, and shall further establish a relative priority among those various goals and objectives, the goals and objectives to be reduced to writing. The goals and objectives shall be generally attainable within the time limitations as specified and the annual operating and capital budgets and appropriations as provided by the Council.

Section 9. Residency & Severance.

A. The City hereby waives the residency requirements of RCW 35A.13.050. However, both parties acknowledge that it is the City Council's ultimate desire to have Wyman reside within the City, and the City encourages Wyman to do so.

B. As incentive for Wyman to move to the City, the parties agree that this Agreement shall be amended to include four (4) months of severance upon proof by Wyman of legal residence within the City limits. The amendment shall be in a form approved by the City Attorney.

C. If Wyman is not a legal resident of the City, he shall be awarded six (6) months of severance if terminated without Good Cause.

Section 10. Compliance with Laws. Wyman shall observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services to be rendered under this Agreement.

Section 11. Discrimination Prohibited. Wyman shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees, procurement of materials or supplies, or otherwise in performing the duties required under this Agreement.

Section 12. Suspension. The City may suspend Wyman with full pay and benefits at any time during the term of this Agreement, but only if:

A. A majority of the City Council and Wyman agree; or

B. A majority of the City Council votes to suspend Wyman for Good Cause as defined below; provided, that Wyman shall receive written notice setting forth any charges at least ten (10) business days prior to such hearing by the City Council members bringing such charges. For purposes of this Agreement, "Good Cause" shall include, but is not limited to, any of the following:

1. A material breach of the terms of this Agreement;
2. The loss by Wyman of legal capacity;
3. Habitual neglect by Wyman of his employment duties;
4. The continued incapacity of Wyman to perform his duties for four successive weeks beyond sick leave; provided that for a period of three (3) months of such incapacitation or until Wyman becomes eligible for long-term disability benefits, whichever is sooner, the City shall continue to pay Wyman the compensation set forth in Section 4 of this Agreement. After the end of the three-month period or until Wyman becomes eligible for long-term disability benefits, whichever is sooner, the City's obligation to pay any compensation under this Agreement shall terminate. The parties agree that the City shall provide written notice to Wyman of when the three-month period referenced in this subsection begins and ends.

5. Engaging in dishonest, fraudulent, criminal, or malicious acts against the City;
6. A failure to perform duties in a professional responsible manner consistent with generally accepted standards of the profession; or
7. Engaging in conduct unbecoming the position of City Manager or likely to bring discredit or embarrassment to the City.

Section 13. Termination & Removal.

A. Wyman may resign from employment with the City upon sixty (60) calendar days written notice to the City Council.

B. The City may terminate Wyman's employment upon sixty (60) calendar days written notice from the City Council. The City Council shall comply with the removal procedures of RCW 35A.13.130 and 35A.13.140, except that 60-days notice shall be provided to Wyman. Wyman agrees to waive said removal procedures upon fulfillment of the residency requirements of Paragraph 9 above. The parties agree to amend this Agreement to include said waiver.

Section 14. Other Terms and Conditions of Employment. The City Council, in consultation with Wyman, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Wyman, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any statute or ordinance.

Section 15. General Provisions.

A. Entire Agreement; Amendments. The text of this Agreement constitutes the entire agreement of the parties with respect to its subject matter. No modification or amendment of this Agreement shall be binding and enforceable unless executed in writing by the parties.

B. Non-Waiver. Waiver by the City or Wyman of any provision of this Agreement shall not constitute a waiver of any other provision.

C. Attorneys' Fees and Costs. If by reason of default on the part of the City or Wyman it becomes necessary for either party to employ an attorney, or if either party shall bring any action for relief against the other, declaratory or otherwise, arising out of this Agreement, and said action results in a judicial determination, then the prevailing party shall be entitled to an award of the reasonable attorneys' fees and costs incurred in connection with such action.

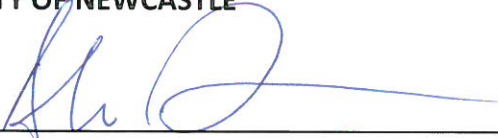
D. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion

thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Newcastle has caused this Agreement to be signed and executed on its behalf by its Mayor, and Rob Wyman has signed and executed this Agreement, the day and year written above.

DATED this 26th day of March, 2019.

CITY OF NEWCASTLE



Allen Dauterman, Mayor

CITY MANAGER



Robert T. Wyman

ATTEST



Sara McMillon, City Clerk