

CITY COUNCIL STUDY SESSION ITEM

SUBJECT

Ordinance No. 4163 appointing Brad M. Miyake as City Manager and approving the Employment Agreement between the City and Miyake that establishes the City Manager's terms and conditions of employment

STAFF CONTACT

Myrna Basich, Assistant City Manager/City Clerk 452-2733
City Clerk's Office

POLICY ISSUES

Pursuant to RCW 35A.11.020, shall the City Council exercise its authority to fix the compensation and working conditions of the City Manager?

DIRECTION NEEDED FROM COUNCIL

Action
 Discussion
 Information

BACKGROUND/ANALYSIS

On Monday, April 7, the City Council voted unanimously to select Brad M. Miyake to serve as Bellevue's next City Manager and to direct staff and the Executive Recruiter, Colin Baenziger, to begin negotiating a contract with Miyake for Council's consideration and action at a future meeting.

The negotiated terms and conditions of employment are reflected in the attached Employment Agreement, as discussed by Mayor Balducci, Mr. Baenziger, and Mr. Miyake. By its action tonight, the City Council appoints Mr. Miyake as City Manager and establishes an initial compensation program for the City Manager as provided in the Employment Agreement.

EFFECTIVE DATE

If approved by Council, terms of this Ordinance will become effective on June 10 and upon swearing in of the City Manager.

ALTERNATIVES

1. Adopt Ordinance No. 4163 appointing Brad M. Miyake as City Manager and approving the Employment Agreement between the City and Miyake that establishes the City Manager's terms and conditions of employment.
2. Do not make this appointment or establish the City Manager's compensation program, and provide alternative direction.

MOTION

Move to appoint Brad M. Miyake to serve as Bellevue City Manager, approve the Employment Agreement between the City and Miyake, and establish the City Manager's terms and conditions of employment.

ATTACHMENT(S)

1. City Manager's Compensation Program
2. Employment Agreement
3. Ordinance No. 6163

CITY MANAGER COMPENSATION PROGRAM

For the period beginning June 10, 2014

The City Council of the City of Bellevue does hereby establish a Compensation Program for Brad M. Miyake, City Manager, as follows:

1. The City Manager's salary shall be \$18,750 per month (\$225,000 annually), and he shall receive annual cost of living adjustments in the same manner and amount afforded to non-represented regular status employees. Performance evaluations will be conducted at least once annually, with compensation increases tied to performance.
2. The City Manager shall also receive a one-time, lump sum payment of \$9,000 in recognition of the extended recruitment process.
3. The normal vacation, sick leave, medical/dental insurance, retirement, participation in the Municipal Employees Benefit Trust, and other benefits afforded employees under the Executive (E) Pay Plan shall also be granted to the City Manager.
4. The City Manager will receive a car allowance of \$450 per month.

EMPLOYMENT AGREEMENT

This Agreement is made by and between the City of Bellevue (hereafter "the City") and Brad Miyake (hereafter "City Manager") this ___th day of May, 2014 for the employment of Miyake as City Manager for the City of Bellevue, King County, Washington.

A. Salary/Cash Compensation

In consideration for his full time employment services and best efforts, the City Manager's salary effective with execution of this Agreement shall be \$ 225,000 annually plus a one-time payment of \$9,000 in recognition of the extended recruitment process.

The City Manager shall receive annual cost of living adjustments in the same manner and amount afforded to non-represented regular status employees. The City Manager shall be eligible for other periodic increases in compensation, including, but not limited to merit pay adjustments. Both base salary and merit increases may include a combination of deferred and regular compensation.

B. Performance Evaluation

Performance evaluations will be conducted by the Council at least annually. The City Manager shall be eligible for merit pay adjustment consideration at least once annually, with compensation increases tied to performance.

C. Vacation

The City Manager shall accrue vacation leave at 16.7 hours of leave per calendar month of service (25 days annually). The City Manager shall be able to use accrued vacation as it is accrued, and shall use at least 15 days vacation annually. Unused vacation leave may be carried forward from year to year in excess of the standard amount identified in the Human Resources Policies and Procedures Manual (currently a maximum of 240 hours) with approval by Council.

D. Sick Leave

The City Manager shall accrue sick leave in accordance with the Human Resources Policy and Procedure Manual sick leave provisions for regular status employees.

E. Other Leave

The City Manager shall be entitled to other leave benefits provided to regular status at-will employees in the Human Resources Policy and Procedure Manual.

F. Automobile Allowance

The City Manager shall receive an automobile allowance of \$450 per month.

G. Medical/Dental/Life Insurance

The City Manager shall receive the standard benefit package provided to all regular non-represented employees in the City.

H. Retirement

The City and City Manager will contribute to the State of Washington PERS 2 retirement program at their established employer and employee contribution rates, similar to other benefited City employees.

I. Municipal Employees Benefit Trust (MEBT)

The City Manager may also participate in the City of Bellevue Employees' Retirement Benefit Plan (also known as MEBT). This plan permits employee deferrals and provides for an employer matching contribution.

J. Professional Dues/Memberships/Education

The City shall pay the City Manager's dues for the International City Management Association, Washington City Management Association, and such other professional associations as are mutually agreed upon between the City Manager and the City Council. The City shall also pay reasonable travel and other expenses associated with the City Manager's attendance at such professional conferences and committee meetings as shall be mutually agreed upon between the City Manager and the City Council. Additional professional education/certification will be encouraged within bounds of normal time and budgetary constraints.

K. Business Expenses and Equipment

The City shall provide a City-owned laptop, printer, modem and appropriate data line for the City Manager's use in his home. The City will also provide a City-owned cell phone and data service or the Manager may choose to provide his own cell phone and be reimbursed at the authorized stipend rate (currently \$85/month). At termination of employment, the above-mentioned City-owned equipment will be returned to the City.

L. Termination of Agreement

The City Manager may terminate this Agreement and resign from the position of City Manager by giving written notice to the City Council at least thirty days prior to the effective date of his resignation.

M. Severance Pay

1. Should the City Manager be terminated involuntarily, asked to resign or otherwise end employment at the request of the City, he will be provided with at least thirty days notice of termination in writing and six months' severance pay at his then-current rate of pay, except as provided in subsection (2) below.

2. Provided however, the City Manager's termination will be effective immediately and no severance will be granted should the City Manager's termination be the result of:
 - a. Acts or omissions undertaken in willful disregard or reckless indifference to the best interests of the City, or where such misconduct brings (or would, if made public, tend to bring) the City into a bad light, as reasonably determined by Council; or
 - b. Conviction of, plea of *nolo contendere*, or plea of guilty to a felony or misdemeanor offense.

N. Modification of Agreement/Dispute Resolution

This agreement may be modified only by the majority consent of the City Council and Brad Miyake.

Disputes over the interpretation or application of this Agreement may be submitted to mediation with the consent of Council and the City Manager.

O. Terms of Agreement

The City Manager's employment is at will and his employment can be terminated at any time for any reason or no reason (but not unlawful reasons) consistent with this Agreement. This Agreement shall continue in full force and effect until such time as the Council and the City Manager agree to a new or amended Employment Agreement or the Agreement is terminated as provided herein.

- P.** The City Manager may reside anywhere on the Eastside (including Mercer Island) within 5 miles of the City of Bellevue.

Claudia Balducci
Mayor

Brad Miyake
City Manager

Approved as to form:

Lori M. Riordan
City Attorney

By _____
Lori M. Riordan

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 4163

AN ORDINANCE appointing Brad M. Miyake as City Manager and approving the Employment Agreement between the City and Miyake that establishes the City Manager's terms and conditions of employment

WHEREAS, after conducting an extensive recruitment process, the City Council has decided to appoint Brad M. Miyake as City Manager;

WHEREAS, RCW 35A.11.020 authorizes the City Council to establish the salary, terms of compensation and benefits (compensation program) of the City Manager;

WHEREAS, the City Council wishes to enter into an Employment Agreement with Brad M. Miyake establishing his compensation program.

NOW THEREFORE

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Brad M. Miyake is appointed to the position of City Manager.

Section 2. The Mayor or her designee is authorized to execute the Employment Agreement establishing the City Manager's compensation program; said Employment Agreement is given Clerk's Receiving No. _____.

Section 3. This ordinance shall take effect and be in force five days after its passage and legal publication.

Passed by the City Council this _____ day of _____, 2014, and signed in authentication of its passage this _____ day of _____, 2014.

(SEAL)

Claudia Balducci, Mayor

-ORD
05/30/14

Approved as to form:

Lori M. Riordan, City Attorney

Siona D. Windsor, Assistant City Attorney

Attest:

Myrna L. Basich, City Clerk

Published _____