

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into effective Nov. 7, 2022, by and between City of Sheridan, Wyoming, (“City”) and Brian Washko (“Employee”).

WHEREAS, Employee has been employed by SAFEbuild Colorado, LLC working as a plan’s examiner retained by the City of Sheridan; and

WHEREAS, the City has a contract with SAFEbuild Colorado which allows for the City to buyout Employee’s employment with SAFEbuild; and

WHEREAS, the City has the need to retain a plan’s examiner as an Employee.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Term.** This Agreement shall commence on November 8, 2022 for a term ending December 31, 2026 (the “Term”). The first day of employment shall be 90 days from the date of notification to SAFEbuild exercising the City’s right to buyout the contract. All forms of compensation shall not begin to be accrued or earned until the first day of employment.

2. **Employee Duties.** Employee shall perform his duties subject to City’s supervision and direction and his job description attached and incorporated herein as **Exhibit A**. Employee agrees to devote, to the very best of his ability, on behalf of City, all of his, energy and skill in the performance of services. Employee shall comply with City’s policies and standards currently in effect, or as they may be amended in the future.

a. **Remote Work.** Employee shall be allowed to work remotely through electronic and video means with the City. Employee shall be solely responsible for maintaining the necessary internet connection and speed to perform his duties.

i. **Communication.** Communication between the City and Employee shall be conducted through the City provided email account, telephone, video communicating or other useful methods. Employee shall not use any other email account to conduct City business and perform his job duties. Employee shall be required to promptly return all missed phone calls during normal business hours and answer emails in a timely manner. As a remote worker, efficient and responsive communication is a material condition of this Agreement.

11. **Travel.** Employee shall be required to travel to Sheridan when requested by the Public Work’s Director and for two weeks of May, July and September. Employee may travel by any means he chooses, provided, if he chooses to travel by vehicle, he shall make himself available for phone communication as is needed. The time traveling to and from Sheridan shall not be considered vacation or sick time.

- b. Employee Handbook. Employee has received and reviewed the City Employee Handbook and shall be subject to its terms and conditions except where specifically altered by the Agreement.
 - c. Work Product and Records. All documents, emails, text messages, letters, reports, communications or any other form of record created in accordance with this Agreement and Employees duties may be considered public records by Wyoming Statute. As such, all said documents and records are the property of the City and shall not be destroyed without following City procedures and being in accordance with Wyoming Law. Any of the aforementioned records which are not public records due to an exemption under Wyoming Law shall still be considered City property.
3. City Duties. City shall provide the following equipment, budget items and subscriptions which shall not be construed as compensation paid to employee.
- a. Remote Work. In order to facilitate Employee working remotely, City shall provide Employee a cell phone, dockable laptop, two monitors and supporting equipment which he may utilize when working remotely. When Employee is working in Sheridan, the City will provide a docking station with two monitors and other related office equipment necessary for him to perform his duties
 - b. Budgeted Expenditures. The City shall provide a travel and training budget which may be utilized to attend the ICC Conference and travel to and from the City when requested or required by the City.
 - i. Traveling expenses and expenses while staying in Sheridan shall be in accordance with the City annual budget. However, the City shall, at minimum, budget for the necessary meals and lodging, as defined herein, at the U.S. General Services Administration per diem rate for Sheridan County. Expenditures which exceed the per diem rate must be preapproved by the Public Works Director to be eligible for reimbursement.
 - ii. Should Employee be required to travel to Sheridan more than two weeks in May, July and September, the City shall increase the travel budget to accommodate the additional travel.
 - c. Subscriptions and Materials. City shall also provide all necessary subscriptions for Employee to perform his duties including ICC and NFPA code books, study guides and an ICC premium code access.
4. Compensation. As compensation for Employee's services under this Agreement, City shall pay and Employee shall accept a salary, before all customary payroll deductions, of \$85,310.16 annually, payable in accordance with the regular payment schedule for City's

employees.

- a. Taxes. City shall pay and remain current with all federal and State of Wyoming employment taxes and filings which are the responsibility of the City under Wyoming and Federal Law. Employee shall be solely responsible any additional filings required by the Employee's state of residence.
- b. Adjustments. Employee's compensation, benefits and other conditions of compensation may be amended by the City Governing Body without consent of Employee provided such adjustments are made in accordance with the pay scale adjustments made to all employees except employees of the Fire Department.

5. Benefits. Employee shall receive employment benefits in accordance with the City's standard benefit package.

- a. Vacation, Holidays and Sick Leave. Employee shall have vacation, holidays and sick leave each year in accordance with the City's employee policies. Provided, Employee shall begin his employment with 5 weeks of vacation which may be taken within the first year, and every year thereafter during the term of this Contract in accordance with City's employee policies

6. Termination. Notwithstanding the "Term" defined in Section 1 above, this Agreement may be terminated, as follows:

- a. City Termination. City may terminate this Agreement and Employee's employment upon a material breach of this Agreement. A material breach of this Agreement includes employee actions or inaction which are in violation of the City employee policies or violation of Federal, State or Local Law. In such event, Employee shall be paid for work performed up to the date of termination. Final payment for wages earned shall be paid on the next regularly scheduled pay date.
- b. Employee Termination. Employee may terminate this Agreement and his employment as follows:
 - i. From February 7, 2023 until February 6, 2024, if Employee terminates his employment, he shall be required to pay damages to the City. The damages are based on the amount which the City was required to pay to SAFEbuild to hire Employee. Employee shall not be required to pay damages should Employee be required to terminate his employment as a result of a medical condition prohibiting him from performing. The existence of such a condition must be verified by a medical doctor of the City's choosing and be a medical condition which did not exist prior to entering into this Agreement. The penalty schedule is set forth as follows:
 1. Between February 7, 2023 and May 1, 2023 - \$21,641.50
 2. Between May 2, 2023 and August 1, 2023 - \$16,231.12
 3. Between August 2, 2023 and November 1, 2023 - \$10,820.74
 4. Between November 2, 2023 and February 6, 2024 - \$5,410.36

- ii. Employee may resign for cause. Cause shall be limited to a material breach of this Agreement by City. In this event, Employee shall receive no other compensation except for accrued time worked.
- iii. Should Employee resign without cause, then Employee shall be required to provide thirty (30) days' written notice to City. In this event, Employee shall receive no other compensation except for accrued time worked.
- c. Mutual Termination. The parties may mutually agree to terminate this Agreement in writing and establish the terms of the termination.
- d. Effect of Termination. In addition to the other conditions defined in this Agreement, in the event of Termination, Employee shall immediately deliver to the City by mail or in person, all phones, computers, code books, study materials, passwords, login in names, files, records, notes, information, letters, or any other form of documentation, public record or property held by Employee which was created by employee or the City or purchased by the City in order to meet the terms and conditions of this Agreement. Any property purchased by Employee without the use of City funds, shall remain Employees and the City shall have no claim of ownership.
 - i. If the delivery of the aforementioned records and property is conducted by mail, Employee shall utilize UPS, USPS or FedEx provided that the mailing is certified with postage prepaid.

7. **Notices.** All notices and other communications required or permitted under this Agreement shall be validly given, made or served if done so in writing and delivered personally or sent by registered or certified mail to the following addresses, or to such other address as either party may designate from time to time upon written notice to the other party:

| | |
|--------------------|---------------------|
| <u>City:</u> | <u>Employee:</u> |
| City of Sheridan | Brian Washko |
| 55 Grinnell Plaza | 134 Moonlight Drive |
| Sheridan, WY 82801 | Gallatin, TN 37066 |

8. **Insurance and Driver's License.** Employee shall maintain valid vehicle insurance on his vehicle at all times while employed with the City. Vehicle insurance shall, at minimum, meet all Wyoming Statutory requirements. Additionally, Employee shall maintain a valid driver's license at all times during his employment.

9. **Other Provisions.**


- a. This Agreement constitutes the entire agreement and understanding between the parties as to its subject matter. All prior agreements or understandings, whether oral or written, are superseded by and merged into this Agreement and cannot be used as evidence of the parties' intent herein.
- b. If any provision herein is deemed invalid, the other provisions (including the valid

part of a partly invalid provision) shall continue in full force and effect.

- c. This Agreement may not be amended or modified except in writing by the parties and as expressly approved by City.
- d. Any waiver by City of Employee's breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Employee.
- e. No provision of this Agreement shall be deemed waived except as set forth in writing by the parties.
- f. Neither party may assign any right or delegate any duties hereunder without the prior written consent of the other party.
- g. This Agreement has been entered into and shall be construed under the laws of the State of Wyoming. Any legal action shall be filed in the Fourth Judicial District of Sheridan County, Wyoming.

City of Sheridan,

Employee.

By: 
 City Administrator, Stuart McRae


 Brian Washko

Date: 10 NOV 22

Date: 11/4/22