



City Council Regular Meeting Agenda

March 26, 2024 at 5:30 PM

City Hall Council Chambers - 210 W 6th Ave and Virtual

Meetings are broadcast live at <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

1. CALL TO ORDER


Roll Call

2. CITY MANAGER VACANCY

a. Resolution: Appointment of City Manager

b. Contract: Employment Agreement with City Manager Candidate

3. ADJOURNMENT

Council Agenda Coversheet	Agenda Item Number: 2.a.	Council Date: 3/26/2024	Category: Ordinance/Reso
	Agenda Item Type: Resolution Subject: A Resolution Appointing Erin Erdman to the Position of Kennewick City Manager Department: City Manager Ord/Reso # Project #	Contract # Permit #	
<p><u>Recommendation</u> There is no staff recommendation for this item.</p> <p><u>Motion for Consideration</u> Motion to approve the resolution appointing Erin Erdman to the position of Kennewick City Manager.</p> <p><u>Summary</u> The City has completed a competitive recruitment for the position of Kennewick City Manager. Per KMC 2.08.010 appointment of the City Manager is done by resolution passed at a regular or special meeting called for that purpose. For Council's review and approval is a resolution appointing Erin Erdman to the position of Kennewick City Manager.</p> <p><u>Alternatives</u> No alternatives are recommended.</p> <p><u>Fiscal Impact</u></p>			
<p>Attachments: 1. Resolution</p>			

CITY OF KENNEWICK
RESOLUTION NO.

A RESOLUTION APPOINTING ERIN ERDMAN TO THE POSITION OF
KENNEWICK CITY MANAGER

WHEREAS, the City of Kennewick is a Council-Manager plan of government; and

WHEREAS, the City of Kennewick has conducted a competitive recruitment for the position of City manager; and

WHEREAS, the City of Kennewick completed the interviews of four candidates for the position of City Manager; and

WHEREAS, the Kennewick Municipal Code at Chapter 2.08.010 states that each manager shall be employed by resolution of the City Council, duly passed at a regular meeting or special meeting called for that purpose; NOW THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON as follows:

Section 1. The City Council hereby appoints Erin Erdman to be the City Manager for the City of Kennewick.

Section 2. This resolution shall take effect upon approval of the Employment Agreement with Erin Erdman.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this ____ day of March, 2024 and signed in authentication of its passage this ____ day of March, 2024.

Attest:

GRETL CRAWFORD, Mayor

KRYSTAL TOWNSEND, City Clerk

Approved as to Form:

RESOLUTION NO. _____ filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this ____ day of March, 2024.

LAURENCIO SANGUINO, Interim City Attorney

CITY MANAGER
EMPLOYMENT AGREEMENT BETWEEN
ERIN ERDMAN AND THE CITY OF KENNEWICK

1. PARTIES.

1.1 This City Manager Employment Agreement (the “Agreement”) is entered into and effective as of the 26th day of March 2024, by and between the City of Kennewick, Washington, a municipal corporation, hereinafter referred to as "City," and Erin Erdman, hereinafter referred to as “Erdman,” for the purposes more fully set forth below. The City and Erdman are collectively referred to as “the Parties.”

2. RECITALS.

2.1 Erdman has been selected by the City Council as the preferred candidate for the position of City Manager.

2.3 The City and Erdman desire to establish the terms and conditions of employment as set forth below.

3. COMMENCEMENT OF CONTRACT.

3.1 Agreements. Erdman accepts the employment conditions of this contract as City Manager effective March 26, 2024. Erdman agrees to be present in person to fulfill the position of City Manager within 45 calendar days of this effective date.

3.2 Term. Erdman’s employment shall continue for an indefinite period, unless terminated in the manner provided in this Agreement.

4. COMPENSATION AND OTHER FINANCIAL CONSIDERATIONS.

4.1 Salary. The current base salary for the City Manager shall be two hundred thirty thousand and zero cents (\$230,000). Said salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City. In conjunction with Erdman’s annual review the City Council may, in its discretion, review and adjust base salary and/or other benefits of Erdman, but in no event shall Erdman be paid less than the salary set forth above, except by mutual agreement of the Parties.

4.2 Deferred Compensation. City agrees to contribute eight and one half percent (8.5%) of Erdman’s base annual salary into a 457 Deferred Compensation retirement account administered by MissionSquare.

4.3 Paid Time Off (Paid Leave, Holidays, and Other Fringe Benefits). Erdman shall

receive a starting PTO balance of 40 hours and thereafter accrue 21 hours of PTO in each month that she remains employed by the City of Kennewick. Erdman shall be entitled to holidays, and other fringe benefits applicable to FLSA exempt/unclassified employees in accordance with the City's Personnel Policy as now existing or as amended hereafter.

4.4 Insurance, Retirement, and Other Benefits. Erdman shall be entitled to medical, vision and dental insurance, continued enrollment in the Washington State Public Employees Retirement System, and other benefits in accordance the City of Kennewick Personnel Policy, not otherwise modified by this agreement.

4.5 Vehicle Allowance. Erdman shall receive an automobile allowance in the amount of five hundred dollars and zero cents (\$500.00) per month for compensation for the use of a personal automobile on City business.

4.6 Bonding. The City shall pay for the cost of any bonding required of Erdman.

4.7 Professional Development Expenses. The City agrees to pay for Erdman's membership to the Washington City Managers Association and the International City/County Managers Association and paid attendance to the WCMA conferences and paid attendance to the national conference as budgeted funds allow.

4.8 Residency and Relocation Expenses. Residency within the City of Kennewick is required. The City will provide up to \$10,000 (with receipts) in reimbursement to help defray the cost of relocation. If Erdman voluntarily resigns her position or she is terminated for cause within three years of the start date as City Manager, Erdman agrees to repay these funds at a prorated percentage based on time of service. The timing of residency within the City will be identified on a mutually agreeable date between the parties. Erdman shall also receive a monthly housing allowance of \$3,500 per month for up to six months prior to obtaining permanent residency. If Erdman obtains permanent residency prior to the end of the six months duration the City will discontinue the monthly housing allowance.

5. DUTIES.

5.1 Generally. Erdman shall perform all the functions and duties of City Manager as set forth in the job description and as specified in the Kennewick Municipal Code, including such duties that the City Council shall from time to time assign. Erdman further agrees that this position is a managerial position and acknowledges that Erdman will occupy a position of confidentiality with the City Council. Erdman shall perform these duties faithfully, intelligently, to the best of Erdman's ability and in the City's best interest, and subject to the City Council's supervision and direction. Erdman agrees to comply with the City's policies, standards, and regulations currently in effect or as they may be amended in the future. Erdman agrees to remain in the exclusive employ of the City during the term of this Agreement. The term "employ" shall not be construed

to include occasional teaching, writing, consulting, or lecturing performed on Erdman's time off, provided said activities are approved in advance by the City Council and in no way conflict with nor are contrary to the best interest of the City.

5.2 Hours of Work. Erdman's work schedule shall generally be a minimum of forty (40) hours per week. Erdman is an exempt employee under the terms of the Fair Labor Standards Act and shall not be compensated for overtime work. Erdman acknowledges the proper performance of the City Manager's duties require Erdman to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Erdman agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off and administrative leave be permitted in accordance with the City of Kennewick Personnel Policy as now existing or as amended hereafter, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager.

5.3 Indemnification. The City expressly agrees that it will indemnify and hold Erdman harmless from any claims, demands, suits, judgments and personal liability of any kind or nature, which claims, demands, suits, judgments, and liability arise either directly or indirectly out of the scope of Erdman's employment with the City as City Manager in accordance with Chapter 2.64 of the Kennewick Municipal Code. This indemnification and hold harmless shall continue after Erdman's cessation of employment but only insofar as it relates back to claims, demands, suits, judgments and liability arising either directly or indirectly out of the scope of employment.

6. PERFORMANCE REVIEW.

6.1 Performance Review. The first performance evaluation will occur in December 2024. Within the first 60 days of employment, Erdman and the City Council will work together to establish a list of short-term goals for this initial performance period. Thereafter, the City Council shall review Erdman's job performance at least once annually per Council policy as identified in KMC 2.08.025 or as hereinafter amended by Council.

7. TERMINATION OF EMPLOYMENT.

7.1 By City. Nothing contained herein shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Erdman at any time, subject only to state and federal law as well as other appropriate provisions of this Agreement.

7.1.1 Severance Pay. For termination without "cause" as defined below within the first full calendar year of employment Erdman shall receive a lump sum payment equal to four (4) months of salary as severance. Any accrued leave shall be paid out in accordance with the City of Kennewick Personnel Policy as now existing or as amended hereafter. For termination without "cause" as defined below for any year after the first year, Erdman shall receive a lump sum equal to

six (6) months of salary and a lump sum equal to six (6) months COBRA insurance coverage. In consideration of such severance payment, Erdman agrees to execute a release of all claims against the City, its elected or appointed officers, employees, or agents for any claims arising out of Erdman's employment with the City or termination of Erdman's employment with the City.

7.1.2 In the event Erdman is terminated for cause the City shall have no obligation to pay other than the normally accrued benefits. "Cause" shall mean a fair and honest cause or reason, regulated by good faith on the part of the City, based on facts which are supported by sufficient evidence, and which the City reasonably believes to be true, and is not for any arbitrary, capricious, or illegal reason. Acts, errors, or omissions which discredit the City, materially impair the provision of orderly services to the citizens of the City, or which otherwise constitute unsatisfactory performance, as determined by the City Council, shall constitute "cause". The following are additional examples of the types of conduct which may constitute "cause" and result in termination: (1) Consumption or possession of alcohol, illegal drugs, or controlled substances on the job, or arriving at work under the influence of alcohol, illegal drugs, or controlled substances; (2) violation of a lawful duty; (3) insubordination; (4) conviction of a felony, or a misdemeanor involving moral turpitude; (5) acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the City; (6) engaging in any transaction or activity which is in conflict with or incompatible with the proper discharge of official duties; (7) lack of bondability; (8) material breach of this Agreement; (9) commission of fraud; (10) violation of City personnel policies; (11) breach of fiduciary duties owed to the City; or (12) violation of applicable provisions of the ICMA Code of Ethics. The foregoing list of examples is not all-inclusive nor is it intended to identify all possible bases for termination. If Erdman is terminated for "cause," Erdman shall receive no compensation except as provided in the City of Kennewick Personnel Policy as now existing or as amended hereafter.

7.2 By Erdman. In the event Erdman shall voluntarily terminate Erdman's employment with City for any reason, Erdman agrees to provide City with not less than sixty (60) days prior written notice of the effective date of such termination to afford City a reasonable opportunity to find an interim or replacement City Manager, unless such notice is impractical or impossible due to serious injury, disability, or death. In the event a replacement is found who can commence employment prior to the expiration of the sixty-day notice period, the Parties agree that they shall, in good faith, negotiate an earlier termination date. If Erdman voluntarily resigns or retires, Erdman shall not receive severance pay but shall receive compensation for days worked and all other benefits to which Erdman would otherwise be entitled upon voluntary resignation or retirement.

7.3 Termination of Erdman's employment by the City or Erdman shall result in termination of this Agreement.

8. GENERAL PROVISIONS.

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and both Parties acknowledge that there are no other agreements, oral or otherwise, that have

not been fully set forth in the text of this Agreement, the Kennewick Municipal Code or the City Personnel Policy as incorporated into this agreement. The Parties to this Agreement further agree that all provisions of the Kennewick Municipal Code that are not specifically covered by this Agreement are in full force and effect as if set out herein.

8.2 Modification. The Parties hereby further agree that this Agreement can be amended or modified only with the written concurrence of both Parties, except for those terms set forth in the Kennewick Municipal Code.

8.3 Severability. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the City shall have the right, at its sole option, to continue the Agreement without the unconstitutional, invalid, or unenforceable provision or position, or to declare the Agreement void and enter negotiations with Erdman for the execution of a new agreement.

8.4 Notices. Any notices required to be given under this Agreement shall be hand delivered or sent by certified mail to the Parties at the following addresses, unless written notice of address change is provided to the other. The Parties acknowledge that upon obtaining permanent residency in the City of Kennewick Erdman will provide the City written notice of her new address:

City: City of Kennewick
City Attorney
210 W. 6th Ave.
Kennewick, WA 99336

City Manager: Erin Erdman
813 NE 28th Way
Battle Ground, WA 98604

8.5 Waiver. Any waiver by the City of Erdman's breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Erdman. No provision of this Agreement shall be deemed waived except as set forth in writing by the Parties.

8.6 Assignment. Neither Party may assign any right or delegate any duties hereunder without the prior written consent of the other Party.

8.7 Controlling Law. This Agreement has been entered into and shall be construed under the laws of the State of Washington. In the event of any conflict between the terms, conditions and provisions of this Agreement and any applicable law or authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedent. Venue for any dispute arising under this Agreement shall lie in Benton County, Washington.

8.8 Dispute Resolution. In the event a formal dispute arises regarding this Agreement, Erdman and the City shall engage in nonbinding mediation prior to institution of any legal proceeding.

8.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, personal representatives, and successors in interest of Erdman.

DATED as of the date first indicated above.

CITY MANAGER

CITY OF KENNEWICK



Erin Erdman, Employee

Gretl Crawford, Mayor

Approved as to Form:

Attest:

Laurencio Sanguino, Interim City Attorney

Krystal Townsend, City Clerk