

RESOLUTION NO. R-2019-098

A RESOLUTION authorizing the Mayor of the City of Yakima to execute an Employment Agreement for Interim City Manager Alex Meyerhoff

WHEREAS, the City Council has selected Alex Meyerhoff to be the Interim City Manager of the City of Yakima, and

WHEREAS, the City and Alex Meyerhoff desire to enter into an employment agreement in accordance with the terms and conditions of the attached Employment Agreement, which Employment Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference, pursuant to which Alex Meyerhoff will become the Interim City Manager of the City of Yakima on November 8, 2019, and

WHEREAS, the City Council deems it to be in the best interest of the City of Yakima to authorize the Mayor to execute the attached Employment Agreement for Interim City Manager with Alex Meyerhoff, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

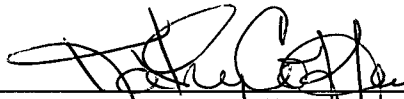
That the City Council authorizes the Mayor of the City of Yakima to execute the attached Employment Agreement for Interim City Manager with Alex Meyerhoff

ADOPTED BY THE CITY COUNCIL this 5th day of November, 2019

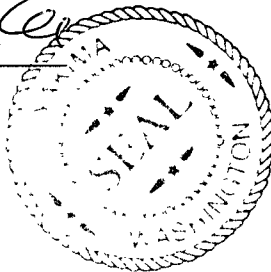
ATTEST



Sonya Claar Tee, City Clerk



Kathy Coffey, Mayor



**EMPLOYMENT AGREEMENT
BETWEEN
CITY OF YAKIMA AND ALEX MEYERHOFF
FOR INTERIM CITY MANAGER POSITION**

1. Date and Parties. This Agreement, dated Nov. 6, 2019, is entered into between the City of Yakima, a Washington municipal corporation ("City") and Alex Meyerhoff, ("Mr. Meyerhoff").

2. Intent and Purpose. The purpose of this Agreement is to define the terms and conditions of Mr. Meyerhoff's appointment as the City of Yakima's Interim City Manager.

3. Designation. By executing this Agreement, the City has offered, and Mr. Meyerhoff has accepted, the City Council's appointment as the Interim City Manager, in accordance with the terms and conditions set forth herein. Effective November ~~7~~ 8, 2019, Mr. Meyerhoff is designated to the position of Interim City Manager. The Interim City Manager position is an "at will" employment position. November
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4. Term. Mr. Meyerhoff's appointment as Interim City Manager shall commence on November 1, 2019. The initial term of employment shall be for six (6) months. The initial term may be extended for additional terms as determined and agreed upon by the parties hereto, or terminated as provided in Section 8 herein.

5. Duties. Mr. Meyerhoff shall perform all duties and obligations of the City Manager as required and appointed by law, and such other appropriate duties as are assigned from time to time by the City Council. The duties and authority of the City Manager, as set forth in the Yakima City Charter, the Yakima Municipal Code and in RCW 35.18.060, together with any future amendments thereto, are hereby incorporated by reference. Mr. Meyerhoff recognizes that the City Council is the legislative and policy making body of the City and agrees to respond promptly and equally to the Council regarding their concerns. The City, through the City Council, recognizes that the City Manager is the individual responsible for administration and enforcement of the City's ordinances and resolutions, and of the policies and directives of the City Council, and members of the City Council shall communicate concerns regarding administration to the Manager in accordance with RCW 35.18.110. Mr. Meyerhoff shall attend all special and regular meetings of the City Council, unless excused, and such other meetings as required by the City Council.

6. Salary and Performance Review.

6.1 Mr. Meyerhoff's starting salary shall be Fifteen Thousand Two Hundred Three Dollars (\$15,203.00) per month, not to exceed One Hundred Eighty Two Thousand Four Hundred Thirty Seven Dollars (\$182,437.00) annually, as agreed upon by the parties hereto. The salary shall be paid in accordance with the City's policies in effect from time to time for the payment of City employees.

6.2 Upon commencement of employment, the Council may meet with the

Interim City Manager to establish a work plan which the Council determines necessary for the proper operation of the City and to attain the City's policy objectives.

7. Benefits. Mr. Meyerhoff shall receive such employment benefits as are set forth from time to time in City Council approved policies for non-represented Department Director benefits, unless this Agreement specifically provides otherwise. In the case of a conflict between the City policies and the Agreement terms, the Agreement terms shall control.

7.1 Professional Travel. The City agrees to budget for and pay Mr. Meyerhoff's reasonable travel and subsistence expenses for City business-related professional and office travel, meetings and official functions of the City. For any other professional functions outside of the State of Washington, the Council's prior approval shall be required.

7.2 General Expenses. The City recognizes that certain expenses of a non-personal and job-affiliated nature may be incurred by Mr. Meyerhoff. The City agrees to reimburse or to pay said general expenses, to the extent authorized by State law, State auditor regulations and published guidelines, City policy, and subject to such accounting process as is established by the City Finance Director.

7.3 Car Allowance. The City shall pay a monthly allowance of \$400.00 for automobile expenses incurred by Mr. Meyerhoff using his personal vehicle for City related business. Said allowance is in lieu of the City otherwise providing Mr. Meyerhoff with use of a City vehicle on a regular basis.

7.4 Retirement. In lieu of contributions into the Washington State Public Employees Retirement System, Mr. Meyerhoff shall be paid, in addition to his base pay, the City's retirement contribution of 12.7% each month. This amount is subject to change annually and will be the standard rate applicable to all management employees. The City and Mr. Meyerhoff agree that he will be classified as a temporary employee and the term of employment shall not extend past December 31, 2020.

7.5 Personal Time Off. Upon initiation of employment Mr. Meyerhoff shall accrue Personal Time Off (PTO) at the initial accrual rate of 22.17 hours per month, as provided in YMC 2.40.020 for an employee with ten (10) years of service to the City. In addition, 80 hours of PTO will be placed in the City Manager's annual PTO account one time only, at the initiation of his employment with the City, which may be used at the time(s) of his determination in communication with the City Council.

7.6 Housing Allowance. The City shall pay Mr. Meyerhoff, in addition to the monthly salary, allowances and benefits set forth herein, a housing cost allowance of One Thousand Dollars (\$1,000.00) per month.

8. Termination.

8.1 Mr. Meyerhoff acknowledges that the City can terminate his appointment as Interim City Manager at any time, without any reason whatsoever. The parties recognize and acknowledge that this Agreement is for temporary employment for an interim period and may be terminated by either party by providing thirty (30) days prior written notice of intent to terminate. The Interim City Manager acknowledges that this employment relationship is at-will. In Lieu of the thirty (30) day prior notice provision, the City Council may pay the monthly salary for Mr. Meyerhoff for thirty (30) days, thereby terminating this Agreement immediately upon said payment.

8.2. In the event Mr. Meyerhoff elects to terminate his appointment as the Interim City Manager for any reason, Mr. Meyerhoff agrees to provide the City with not less than thirty (30) days' written notice prior to the effective date of said termination of employment.

9. Indemnification. Mr. Meyerhoff shall be entitled to the benefits and subject to the responsibilities provided for in City policies and practices.

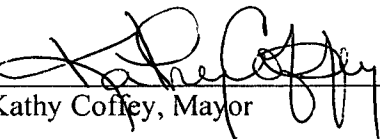
10. Bonding. The City shall bear the full costs of any fidelity or other bonds required of Mr. Meyerhoff under any law or ordinance associated with performing the City Manager duties.

11. Integration and No Presumption of Draftsmanship. 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. In addition, the parties acknowledge that they have negotiated the Agreement terms and thus there shall be no presumption of draftsmanship in any dispute regarding the meaning or intent of any provision.


12. Modification. This Agreement can be amended or modified only with the written concurrence of both parties.

Dated this 8 day of November, 2019.

CITY OF YAKIMA

By: 
Kathy Coffey, Mayor

Alex Meyerhoff represents and acknowledges that he has read this Agreement in its entirety and has had an opportunity to review the Agreement. He further represents and acknowledges that it is his understanding that this Agreement has been reviewed and approved by the Yakima City Attorney on behalf of the City only, and not on behalf of Mr. Meyerhoff. By virtue of this passage, he further acknowledges that he has been advised that he has the right to consult independent counsel concerning this Agreement, and that by signing this Agreement he acknowledges that he has afforded himself the opportunity to do so, or hereby expressly waives his right to have the Agreement reviewed by independent legal counsel, and agrees to the terms hereof by signing the same.

By: 
Alex Meyerhoff

CITY CONTRACT NO: 2019-166
RESOLUTION NO: R-2019-098



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 6.J.
For Meeting of: November 5, 2019

ITEM TITLE: Resolution authorizing the Mayor of the City of Yakima to execute an Employment Agreement for Interim City Manager Alex Meyerhoff

SUBMITTED BY: Jeff Cutter, City Attorney
Connie Mendoza, Director of Human Resources

SUMMARY EXPLANATION:

Employment agreement with Alex Meyerhoff to serve as the Interim City Manager of the City of Yakima beginning November 8, 2019.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY: Public Trust and Accountability

**APPROVED FOR
SUBMITTAL:**

Interim City Manager

STAFF RECOMMENDATION:

Adopt resolution

BOARD/COMMITTEE RECOMMENDATION:

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Resolution	10/23/2019	Cover Memo
<input type="checkbox"/> Meyerhoff Agreement	10/23/2019	Cover Memo