TACOMA HOUSING AUTHORITY

RESOLUTION 2022-05-25 (3)

Date: May 25, 2022

To: THA Board of Commissioners

From: Stan Rumbaugh and Minh-Anh Hodge
THA Commissioners' Executive Director Employment Agreement Negotiating Committee

Re: Approval of THA Executive Director Employment Agreement

This resolution would approve the proposed Executive Director Employment Agreement and authorize Tacoma Housing Authority's (THA) Board Chair to finalize and execute the Executive Director Employment Agreement with April Black.

Background

On October 8, 2021, the THA Board of Commissioners voted to appoint April Black as THA's Executive Director. Commissioners Rumbaugh and Hodge were assigned as the Board's Negotiating Committee for Employment Agreement.

The Negotiating Committee worked together in partnership with THA's former Human Resources Director and THA's Employment Counsel. After negotiation with April Black, the Negotiating Committee finalized the Executive Director Employment Agreement terms and recommends the following: (1) that the Commission approve the Executive Director Employment Agreement and (2) authorize the THA Board Chair to finalize and sign the Employment Agreement..

Recommendation

Approve the Executive Director Employment Agreement and authorize THA's Board Chair to finalize and sign the Executive Director Employment Agreement with April Black.

TACOMA HOUSING AUTHORITY

RESOLUTION 2022-05-25 (3)
(Approval of THA Executive Director Employment Agreement)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, On October 8, 2021, THA Commissioners voted to appoint April Black to the position of THA's Executive Director; and

WHEREAS, April Black commenced duties as THA's Executive Director immediately upon Board appointment pending negotiation and approval of an Executive Director Employment Agreement ("Employment Agreement"); and

WHEREAS, On November 10, 2021 Commissioners Rumbaugh and Hodge were assigned as the Board's Negotiating Committee for the Employment Agreement; and the Negotiating Committee subsequently began negotiations with April Black regarding the terms of the Employment Agreement; and

WHEREAS, The Negotiating Committee has completed negotiations with April Black regarding the Employment Agreement's terms, subject to final approval by the Commission; and

WHEREAS, Commissioners Rumbaugh and Hodge propose and recommend that the Commission approve the Employment Agreement, which is attached as Exhibit A, and also recommend that Commission Rumbaugh as Chair of the Board be given authority to execute the Employment Agreement.

It is now therefore, resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

The Commission has voted to approve the Executive Director Employment Agreement attached as Exhibit A; and

The Commission has voted and approved that the Board Chair of the Board of Commissioners is authorized to sign and execute the Executive Director Employment Agreement.

Approved: May 25, 2022

Stanley Rumbaugh, Chair

Attachment A to Resolution 2022-05-25 (3)

TACOMA HOUSING AUTHORITY
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

This Executive Director Employment Agreement ("Agreement") is made this_day of May 2022 by and between the Housing Authority of the City of Tacoma ("Authority"), a body corporate and politic, created and organized under RCW 35.82, located at 902 South L Street, Tacoma, Washington, and April Black ("Executive Director"). In consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. The parties agree that Executive Director shall serve a three (3) year term commencing on May_, 2022, and ending on May_, 2025. This Agreement shall automatically terminate on May_, 2025, with no further benefits or compensationowing to the Executive Director, unless the Agreement is renewed by mutual written consent of the parties in accordancewith the terms of Section 10 below.

2. During the term of this Agreement, the Authority shall pay to Executive Director an annual salary of $218,100.00, subject to regular taxes and withholdings, which may be adjusted at the sole discretion of the Authority's Board of Commissioners (the "Board"). This salary amount shall be paid retroactively back to the date of Executive Director's offer of employment on October 8, 2021. Executive Director's salary shall be paid on the Authority's customary pay periods applicable to all Authority staff. The Executive Director's base salary may not be reduced by the Board unless its payment would place the Authority in violation of law.

3. In addition to the base salary compensation provided to Executive Director as set forth Section 2 above, Executive Director shall also be provided with such benefits of employment generally provided to the Authority's unrepresented exempt level employees as set forth in the Authority's employment policies, including any cost-of-living adjustments applicable to all exempt-level employees, and in accordance with the terms of the applicable benefit plan documents and summary plan descriptions. Executive Director shall be entitled to receive retirement benefits provided through the Washington State Department of Retirement Systems that are generally available to full-time unrepresented exempt employees of the Authority.

4. Executive Director shall attend appropriate professional meetings at the local, state, and national level. The necessary and reasonable expenses of attendance at authorized meetings shall be paid for or reimbursed to Executive Director by the Authority. In addition, the Authority shall reimburse Executive Director for all necessary and reasonable business expenses incurred by Executive Director in the course and scope of her employment, provided that Executive Director submits receipts substantiating such expenses. Executive Director shall also be reimbursed for mileage expenses in accordance with IRS rules and rates of reimbursement for extended trips for business conferences, meetings, seminars, and

events. Mileage expense reimbursement shall not include routine and customary travel, such as driving to and from THA properties, and for travel related to other customary and routine job duties.

5. The Authority shall pay dues and association fees for Executive Director's membership in such professional organizations as approved by the Board that are reasonably necessary for Executive Director to fully discharge her duties and responsibilities. The Authority shall also pay for continuing education courses, executive level trainings, and professional development as approved by the Board. In the event Executive Director would like to pursue an advanced educational degree, Executive Director shall submit a proposal to the Board for consideration and approval.

6. During the term of her employment, Executive Director shall devote her entire work time, energies, and skills to the services and mission of the Authority and to the promotion of its interests. Executive Director shall perform all the duties contained in the Executive Director Job Description, as described in the Authority's By-Laws, and as may be assigned by the Board. Executive Director shall not accept any other employment nor engage in any outside business or enterprise during the term of this Agreement but may, with prior approval of the Board, undertake consulting work, speaking engagements, writing, or teaching that does not conflict with her duties as Executive Director.

7. Executive Director shall be responsible for the administration of business affairs of the Authority. It is the responsibility of Executive Director to organize, reorganize and arrange the administrative and supervisory staff as best serves the interests of the Authority.

8. Executive Director and the Board President (or his or her designee) will work together to develop the Executive Director's performance goals and metrics, which shall be subject to final Board approval. The Board shall evaluate Executive Director's performance and compensation annually, generally in November of each calendar year. The Board President and one other Commissioner, appointed by the Board, shall prepare Executive Director's evaluation according to a process approved by the Board, provided that the Board shall approve the final evaluation before it is presented to the Executive Director. In addition, other performance meetings may occur as needed during the course of the year at the discretion of the Board.

9. To the fullest extent as permitted in the Authority's By-laws and by the terms of applicable law, the Authority shall defend, hold harmless and indemnify Executive Director and her marital community from any and all demands, claims, suits, actions, damages, costs, charges, and expenses, including court costs and attorneys' fees; provided that the incident out of which such demands, claims, suits, actions, damages, costs, charges, and expenses arise, has occurred while the Executive Director is acting within the scope of her employment and in the good faith performance of her duties. The Authority's obligations under this paragraph shall not apply to any action by the Authority relating to the Executive Director's employment.

10. This Agreement, and all compensation and benefits owing to Executive Director, will terminate at the end of the Agreement's term, including the rights to severance benefits, unless the Agreement is renewed in writing by mutual consent of the parties. The parties will begin negotiations related to a contract extension at least six months prior to the expiration date of the contract. The parties will attempt to come to mutual agreement related to a potential renewal no later than three months prior to the expiration date of the contract.

11. This Agreement, and all compensation and benefits owing to the Executive Director, may also be terminated during the Agreement's term by any of the following occurrences as described and provided for below:

    a. Mutual agreement; or

    b. Retirement, provided Executive Director gives the Board at least six months' notice of her proposed retirement; or

    c. Resignation, provided Executive Director gives the Board at least three months' notice of the proposed resignation; or

    d. Death, upon the death of Executive Director; or

    e. Extended disability, upon the extended disability of the Executive Director rendering the Executive Director unable to carry out her job duties for a period of at least ninety (90) calendar days in any 12-month period, which need not be consecutive. Should the Executive Director suffer from an extended disability and be unable to perform job duties and require unpaid medical leave, the Executive Director will be entitled to a leave of absence and other standard employee benefits under the same terms as those provided generally to other unrepresented exempt employees and as required by the terms of applicable law. Upon ninety (90) calendar days or more of extended disability, the Board may notify the Executive Director of her employment termination, and on such date the Executive Director's employment under this Agreement, and all compensation and benefits owed under this Agreement, will cease; or

    f. The Authority may terminate this Agreement at any time for cause, which for the purposes of this Agreement means (i) the conviction of a felony or gross misdemeanor; (ii) fraud or dishonesty; (iii) a material breach of the Authority's policies or the terms of this Agreement; (iv) other conduct by Executive Director which causes or may cause harm to the Authority's reputation or which may impair the Authority's standing in the community or the ability of the Authority to carry out its mission; and (v) poor work performance and the inability to successfully perform the essential job duties of the Executive Director position, provided that the Board first provide the

Executive Director with 30 days written notice of poor work performance and the opportunity to cure such breach. The Board will provide the Executive Director with written notice of a for cause termination and her employment will terminate upon the date of such notice, and all compensation and benefits owed under this Agreement, will cease; or

g. The Authority may terminate this Agreement and Executive Director's employment with the Authority at any time without cause, provided, however, that if Executive Director is terminated without cause, the Authority shallpay Executive Director severance pay in an amount equal to twelve (12) months base salary, provided that the Executive Director signs a Separation Agreement and Release in form written by and approved by the Authority at its sole discretion, which shall include a full release of claims and other standard separation provisions. Such severance pay would be due and payable at standard pay periods during the twelve-month period. The Authority shall also pay COBRA premiums required for Executive Director and her dependents to continue group health insurance under COBRA for the duration of the severance period in the event of a termination without cause. Severance and COBRA benefits will not be owed or paid to the Executive Director if she fails to sign the Separation Agreement proposed by the Authority.

12. In the course of her employment, Executive Director may have access to Confidential Information, and by signing this Agreement, Executive Director agrees to maintain the strict confidentiality of all Authority Confidential Information during the term of this Agreement and at all times thereafter. For purposes of this Agreement, "Confidential Information" shall mean all non-public information which is subject to confidentiality under the terms of applicable law or subject to the attorney-client privilege. If Executive Director is unclear whether certain information constitutes Confidential Information, or a question arises as to whether certain information constitutes Confidential Information, Executive Director shall seek clarification from the Board in advance of any disclosure. This Confidentiality provision shall survive the termination of this Agreement.

13. If any provision of this Agreement should be found contrary to law, such provision shall be severed, and the remainder of the Agreement shall continue in effect. All terms in this Agreement are fully severable.

14. If any dispute, proceeding, or lawsuit related to Executive Director's employment under this Agreement ("Dispute") arises, the parties shall resolve such Dispute as follows:

a. Either party may submit any Dispute to mediation, by giving written notice to the other party. Upon such notice, the parties shall submit the Dispute to mediation in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association.

b. The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the American Arbitration Association if they are unable to agree upon such appointment within ten working days following submission of the Dispute to mediation under subparagraph (a) above. In any such mediation, the Authority will bear the cost of mediation.

c. If the mediation does not resolve the Dispute, or if either party declines to participate in mediation, either party may commence an arbitration proceeding before a single arbitrator chosen by mutual agreement of the parties. If the parties are unable to agree on an arbitrator, the arbitrator will be chosen from a panel provided by Washington Arbitration and Mediation Services. The rules governing arbitration will be those of the arbitration agency from which the arbitrator is selected. Arbitration will be the sole and exclusive remedy for any claim, controversy, issue or other dispute which arises under or relates to (1) this Agreement or the interpretation of this Agreement, (2) an alleged breach thereof, (3) the termination of the Executive Director's employment by the Authority, including any claim based in whole or in part on federal or state constitutions, federal or state statutes or regulations, local ordinances, common law or public policy, or (4) otherwise arising out of the Executive Director's employment with the Authority and/or the separation thereof.

d. The parties agree that the expense of the arbitration and the arbitrator's fees and expenses shall be borne by the Authority, except in the case of an arbitration demanded by Executive Director, Executive Director shall only be required to pay a portion of the expense of the arbitration and the arbitrator's fees and expenses equal to the amount Executive Director would be required to pay to file suit in Washington State Superior Court. Each party shall pay for its own costs and attorney's fees, if any, except as provided in subpart (e) below.

e. In making the decision and rendering the award, the arbitrator shall apply applicable substantive law. The arbitrator may award injunctive relief or any other remedy that would have been available to the parties had the matter been heard in court. All statutes of limitation that would apply in court shall apply in the arbitration. The arbitrator may award attorney's fees, arbitration fees and costs to the prevailing party, to the extent authorized by the applicable statutes and which would have been available to the parties had the matter been heard in court.

f. The parties agree that resolution of any such claim, controversy, issue, or other dispute pursuant to the foregoing arbitration proceeding is intended to final and binding on them and any award rendered by such arbitrator shall constitute a complete, final, and binding adjudication of any and all legal or factual issues pertaining to or arising out of the matter that gave rise to the controversy or dispute. It is expressly agreed and understood that the

arbitrator appointed in accordance with this provision shall not have the authority or power to alter, amend or modify any of the terms and conditions of the Agreement and further that the arbitrator may not enter any award which can alter, amend, or modify such terms and conditions in any form or manner. The provisions of this Section 14 shall survive the termination of this Agreement for any reason whatsoever.

15. This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof. There are no additional verbal or written agreements that add to, subtract from, or modify the terms thereof. This Agreement may be modified only by written agreement signed by the parties.

16. All of the terms and provisions of Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the Executive Director and her executors, administrators, and heirs and the Authority and its successors and assigns. The rights and duties of the parties and the validity, construction, enforcement, and interpretation of this Agreement shall be construed according to the laws of the State of Washington, without regard to its conflict of laws principles.

17. Neither this Agreement nor any right or interest hereunder shall be assigned by Executive Director, her beneficiaries, or legal personal representatives without the Authority's prior written consent.

18. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and on the same instrument

19. Executive Director acknowledges that she has carefully read this Agreement, understands its terms, that all understandings and agreements between the Authority and herself relating to the subjects covered in this Agreement are contained herein, and that she has entered into this Agreement voluntarily and not in reliance on any promises or representations by the Authority other than those contained in this Agreement. She further acknowledges that she has been given the opportunity to discuss this Agreement with her private legal counsel.

20. Any notice required to be given under this Agreement shall be deemed sufficient if it is in writing and sent by mail to the residence of the Executive Director or to the Chair of the Board at the Authority's 902 S. L Street Administration Building

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of the signature appearing below.

THE HOUSING AUTHORITY OF THE CITY OF TACOMA

_____	_____
APRIL BLACK	Stanley Rumbaugh
Executive Director	Chair of the THA Board
Date:_____	Date: _____