# City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

## Agenda

## City Council

*Mayor Spencer Boudreau*
*Mayor Pro Tem Kalei LaFave*
*Council Member Ruth Kendall*
*Council Member Angie Wean*
*Council Member MaryAlice Wallis*
*Council Member Keith Young*
*Council Member Erik Halvorson*

**Thursday, March 21, 2024** | **6:00 PM** | **2nd Floor, City Hall**

**NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a special meeting in the Longview City Hall Council Chamber, 1525 Broadway, Longview, on Thursday, March 21, 2024 at 6:00 p.m. The topics of discussion follow. Final disposition shall be taken on no other matter.**

**The City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the City Executive Office at 360.442.5004 48 hours in advance if you require special accommodations to attend the meeting. Please note - virtual attendees may comment verbally during public hearings only. Virtual attendees may also submit written comments to the Clerk's Office with the heading, "Public Comment for disbursement to the City Council".**

**https://us02web.zoom.us/j/82394132374**

**Telephone options (dial any of the following numbers):**

**1-253-215-8782**
**1-346-248-7799**
**1-408-638-0968**
**1-669-900-6833**
**1-301-715-8592**
**1-312-626-6799**
**1-646-876-9923**

**Webinar ID:** ***823 9413 2374***

1. **CALL TO ORDER**
2. **INVOCATION*/FLAG SALUTE**
3. **ROLL CALL**

**4. EXECUTIVE SESSION**

**24-00286 POTENTIAL LITIGATION PURSUANT TO RCW 42.30.110(1)(I)**

**5. MAYOR'S REPORT**

**24-00287 EMPLOYMENT AGREEMENT - INTERIM CITY MANAGER JIM DUSCHA**

**RECOMMENDED ACTION:**
**MOTION TO APPROVE THE EMPLOYMENT AGREEMENT - INTERIM CITY MANAGER JIM DUSCHA**

**6. ADJOURNMENT**

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

## NEXT REGULAR COUNCIL MEETINGS:

**THURSDAY, MARH 28, 2024 – 6:00 P.M.**
**THURSDAY, APRIL 11, 2024 – 6:00 P.M.**

# City of Longview

## Agenda Summary

**EMPLOYMENT AGREEMENT - INTERIM CITY MANAGER JIM DUSCHA**

**RECOMMENDED ACTION:**
**MOTION TO APPROVE THE EMPLOYMENT AGREEMENT - INTERIM CITY MANAGER JIM DUSCHA**

**DATE:** March 21, 2024

**COUNCIL STRATEGIC INITIATIVE ADDRESSED:**
Continue effective financial management

**CITY ATTORNEY REVIEW: REQUIRED**

**SUMMARY STATEMENT:**
March 13, 2024 the City Council directed the City Attornty to draft an Employment Agreement with Jim Duscha for Interim City Manager.
The contract is now presented for adoption.

**RECOMMENDED ACTION:**
Motion to enter into the Employment Agreement.

Attachments:
1. Employment Agreement - Interim City Manager Jim Duscha

# EMPLOYMENT AGREEMENT – INTERIM CITY MANAGER

This Employment Agreement ("Agreement") is made and entered into this ___ day of March, 2023 by and between the CITY OF LONGVIEW, WASHINGTON, a municipal corporation, hereinafter referred to as "City," and JAMES G DUSCHA, hereinafter referred to as "Interim City Manager" or "Duscha."

## RECITALS

The City is a non-charter Code City operating under the Council-Manager form of government, as provided in RCW 35A; and

The parties desire to enter into this Agreement for an indefinite "at-will" term, commencing on March 25, 2023, whereby Duscha is employed as Interim City Manager of the City, subject to the terms and conditions set forth in this Agreement. This agreement shall terminate automatically at the time that the City employs a permanent City Manager.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth and the benefits to be derived therefrom, the parties hereby promise and agree as follows:

## AGREEMENT

### Section 1: Term

Interim City Manager's employment with the City is "at-will," and therefore may be terminated at any time by either Interim City Manager or the City, subject to Section 6 of this Agreement.

During the term of this Agreement, Interim City Manager agrees to remain exclusively employed by the City and not to become employed by any other employer until after the effective date of any termination, resignation, or retirement of Interim City Manager's employment under this Agreement. Interim City Manager shall not be prohibited from the occasional teaching, writing, or consulting work, provided such work does not interfere with Interim City Manager's ability to effectively perform all assigned duties as required by this Agreement.

### Section 2: Duties

The role of Interim City Manager shall include all duties, responsibilities, and expectations as established in the Longview Municipal Code, the Revised Code of Washington, and the ordinances and resolutions of the City of Longview. The role of Interim City Manager shall also include such other reasonable and ordinary duties of City management, administration, and supervision, as directed or assigned by the City Council, or are otherwise incidental to the duties of City management. Interim City Manager shall, in good faith, devote his full professional time, energies, and abilities to the performance of the duties and responsibilities of Interim City Manager.

DUSCHA agrees that the stability of City staff is of critical importance to ongoing City operations. Accordingly, the DUSCHA agrees that he will not terminate any Department Heads

or other employees reporting directly to the Interim City Manager during his term as Interim City Manager.

The Interim City Manager agrees to facilitate, via the Human Resources department, an open, transparent, and competitive recruitment process for a permanent City Manager. He may apply to be considered for the permanent position of City Manager in a competitive recruitment process.

The normal work schedule shall be forty (40) hours per week, plus any additional work time reasonably necessary to discharge the duties and responsibilities of Interim City Manager. Interim City Manager shall attend all special and regular meetings of the City Council, unless excused, and such other meetings as required by the City Council. As Interim City Manager, Duscha's personal attendance at major City events, and other significant City sponsored or non-City sponsored civic events is important, accordingly, Duscha shall exercise good judgement to assure adequate representation by the City at such events.

**Section 3: Compensation**

Interim City Manager shall be entitled to the compensation and benefits described below. Interim City Manager shall be designated as exempt from overtime under state and federal law. During the term of this Agreement, if additional forms of compensation or benefits are uniformly provided to the City's other non-represented Professional, Technical, and Administrative employees, as established at the discretion of the City Council, then such compensation or benefits shall be automatically applied to Interim City Manager.

A. **Salary.** The starting annual base salary of Interim City Manager shall be the amount set forth in Step D of the Interim City Manager classification, which is an annual base salary of $176,736.00. Subsequent step increases will follow the timeframe outlined in City's Human Resources Manual, unless otherwise approved by City Council. The City agrees not to reduce the salary or other benefits paid to Interim City Manager in a percentage greater than any reduction applicable to other non-represented Professional, Technical, and Administrative employees at the City, as established at the discretion of the City Council.

B. **COLA.** The salary of Interim City Manager shall be subject to annual Cost of Living Adjustments (COLAs) as are applicable to other non-represented Professional, Technical, and Administrative employees of the City, as established annually at the discretion of the City Council.

C. **Step Increases.** Except as otherwise approved by the City Council, Interim City Manager's eligibility for step increases shall be contingent upon an acceptable annual performance review, as determined by the City Council before any applicable step increase is awarded.

D. **Performance Reviews.** The City Council will review the performance of Interim City Manager each year the Interim City Manager is eligible for a step increase, and then at the discretion of the City Council after Interim City Manager has reached the top wage step. The process, criteria, and format of the performance review shall be established by the City Council, . Unless otherwise established by the City Council, the performance review process shall follow the following procedure:

a. The City Council will prepare a written evaluation no later than August 31;

b. Interim City Manager and the City Council will meet to review and discuss the written evaluation no later than September 30;

c. Upon consideration of feedback shared by Interim City Manager, the City Council will present a final written evaluation in an Executive Session no later than October 31. Should the City Council award a step increase, the value of the increase will be applied to Interim City Manager's anniversary date (March 25) of the next calendar year.

**E. Vehicle Allowance.** In lieu of furnishing Interim City Manager with a motor vehicle for his use, the City shall pay Interim City Manager a monthly vehicle allowance of five hundred dollars ($500.00), subject to any taxable withholdings required by law. The amount of such vehicle allowance shall be subject to annual adjustment, as established at the discretion of the City Council. In addition, business-related travel mileage incurred outside the limits of the City shall be eligible for mileage reimbursement in accordance with the City's Human Resources Manual.

**F. Equipment and Technology**. The City shall provide Interim City Manager with all necessary equipment and tools necessary to perform his duties. This may include, as examples, a laptop computer, City purchasing card, keys or access badge, etc. Such items, when purchased by the City, remain the property of the City. Interim City Manager acknowledges that any City work related- documents, emails, or other electronic records, whether generated, transmitted, or stored on a City -owned device or personal device, remain the property of the City and are subject to public disclosure under Washington's Public Records Act.

**G. Other Expenses.** Reasonable business-related expenses incurred by Interim City Manager shall be eligible for reimbursement by the City. Interim City Manager shall submit receipts, invoices, and vouchers as required by the City's Human Resources Manual.

**H. Professional Development.** The City shall pay for professional dues, subscriptions, travel, registration, and incidental expenses incurred by Interim City Manager in connection with work-related professional development at various meetings, seminars, and conferences including, but not limited to, those offered by ICMA, WCMA, WCIA, AWC, and NLC.

**Section 4: Health and Retirement Benefits**

**A. Medical/Dental/Vision.** The City shall pay the premiums for medical, dental, and vision coverage for Interim City Manager and eligible dependents, with coverage levels and cost-sharing requirements equal to that provided to the City's other non-represented Professional, Technical, and Administrative employees, as established at the discretion of the City Council. The terms governing eligibility and enrollment in benefits shall be established by the City's insurance carriers.

B. **Health Reimbursement Account (HRA).** The City agrees to provide and fund a Health Reimbursement Account (HRA) in accordance with contributions equal to that which is provided to all other non-represented Professional, Technical, and Administrative employees, as established at the discretion of the City Council.

C. **Other Benefits.** The City agrees to provide Interim City Manager with the same life, disability, and other insurance benefits as provided to the City's other non-represented Professional, Technical, and Administrative employees, as established at the discretion of the City Council.

D. **Retirement – PERS.** Eligibility and contribution as determined by the Washington State Public Employees Retirement System (PERS), according to the statutory requirements.

**Section 5: Vacation Leave, Sick Leave, and Holidays**

The City shall provide Interim City Manager with annual vacation leave equal to a non-represented City employee with fifteen (15) years of service, as defined in the City's Human Resources Manual. The City shall provide Interim City Manager eighty (80) hours of vacation leave available 30 calendar days from the date of hire. The City agrees to provide Interim City Manager with sick leave and paid holidays consistent with the City's Human Resources Manual applicable to non-represented Professional, Technical, and Administrative employees. Terms governing the accrual rate, accrual maximum, scheduling, usage, and cash-out (if applicable) of vacation leave, sick leave, and holidays shall be established in the City's Human Resources Manual applicable to non-represented Professional, Technical, and Administrative employees.

**Section 6: Termination**

A. **Introduction.** Either the City or Interim City Manager may terminate this Agreement and Interim City Manager's employment, with or without Cause, pursuant to the terms of this Section. Any decision by the City, acting through its City Council, to terminate Interim City Manager for Cause, without Cause, or due to death or Disability, as established in Section 6(C), Section 6(D), and Section 6(E) below, shall be through a simple majority vote (defined as four (4)) Council members to ratify a decision in Section 6) in person during a regular or special meeting.

B. **Resignation or Retirement by Interim City Manager.** Interim City Manager may terminate this Agreement and his employment by providing a minimum of thirty (30)days' written notice to the City Council of his intent to resign or retire. Unless caused by circumstances Interim City Manager could not reasonably foresee, such as a critical health condition or other emergency, failure to provide the minimum notice of resignation or retirement will result in a reduction in Interim City Manager's final vacation balance by the number of days Interim City Manager would have been expected to work had adequate notice been provided (up to exhaustion of vacation leave). In the event of his resignation or retirement, Interim City Manager shall be paid only: (1) his base wages and deferred compensation earned through the final day of employment; and (2) the value of his accrued

but unused vacation leave, subject to adjustment for lack of advance notice as described in this paragraph.

C. **Termination for Cause by City**. The City, acting through its City Council, may terminate this Agreement and Interim City Manager's employment at any time for Cause. Cause shall include Interim City Manager's: (1) act of dishonesty related to his employment; (2) conviction of a crime; (3) commission of any willful or negligent act that results in financial or reputational harm to the City; (4) failure to follow any lawful directive of the City Council, or failure to perform his duties under this Agreement; (4) willful violation of the City's policies or other willful misconduct; (5) termination of a Department Head or other employee reporting directly to the Interim City Manager or (6) any other material breach of this Agreement. In the event of a termination for Cause, Interim City Manager shall be paid only: (1) his base wages and earned through the final day of employment; and (2) the value of his accrued but unused vacation leave

D. **Termination Without Cause by City**. The City, acting through its City Council, may terminate this Agreement and Interim City's Manager employment at any time without Cause by providing thirty (30) day written notice to Interim City Manager.

E. **Termination due to Death or Disability**. The City, acting through its City Council, may terminate this Agreement and Interim City Manager's employment upon Interim City Manager's death or Disability. For purposes of this Agreement, Disability shall mean Interim City Manager's inability to perform the duties and responsibilities of Interim City Manager for more than three (3) months, continuously or intermittently, within any consecutive twelve (12) month period, unless otherwise extended at the sole discretion of the City Council. In the event of a termination due to death or Disability, Interim City Manager or his estate shall be paid: (1) his base wages earned through the final day of employment; and (2) the value of his accrued but unused vacation leave.

**Section 7: Indemnification**

In addition to that required under local, state, or federal law, the City shall defend, hold harmless, and indemnify Interim City Manager against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Interim City Manager's duties, or resulting from the exercise of judgement or discretion in the connection with the performance of Interim City Manager's duties or responsibilities, unless the act or omission involved criminal behavior or willful or wanton conduct. Interim City Manager may request, and the City shall not unreasonably refuse to provide, legal representation at City's expense, which shall extend until a final determination of the litigation, including any appeals. A settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

The City's indemnification obligation owed under this Section extends beyond Interim City Manager's employment with the City, provided, however, Interim City Manager maintains an obligation to be available and participate in good faith in defending against any tort, claim, demand, or other legal action. Should Interim City Manager no longer be employed, the City agrees to pay Interim City Manager reasonable consulting fees and travel expenses when Interim City Manager serves as a witness, advisor, and/or consultant to City regarding pending litigation.

**Section 8: Other Terms and Conditions.**

A. **General**. The City may establish any other terms and conditions of employment of Interim City Manager, as it may determine necessary or desirable, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, the City's policies, procedures, or resolutions, or any other applicable laws.

B. **Residency Requirements.** As a condition of employment, the Interim City Manager shall maintain a bona-fide residence within the City of Longview city limits.

C. **Workplace Rules; Compliance with the Law**. Interim City Manager agrees to dutifully follow the City's policies, procedures, and resolutions, and all applicable governmental regulations and laws applicable to Interim City Manager and the City.

D. **ICMA Code of Ethics**. Interim City Manager is a member of the International City/County Management Association (ICMA) and, as such, Interim City Manager is subject and bound to the ICMA Code of Ethics. During the term of this Agreement, Interim City Manager shall maintain his membership with ICMA, which shall be paid by the City in accordance with Section 3(H).

E. **Modification**. This Agreement sets forth and establishes the entire understanding between the City of Longview and Interim City Manager relating to the employment of Interim City Manager and supersedes all prior verbal or written agreements, understandings, or promises between the parties. The parties by mutual written agreement may amend any provision of this Agreement during the life of this Agreement.

F. **Applicable Law and Venue**. This Agreement shall be interpreted, construed, and applied according to the laws of the State of Washington. Any dispute concerning this Agreement shall be resolved in Cowlitz County Superior Court.

G. **Application of Agreement**. This Agreement is personal to Duscha and cannot be assigned to other persons or entities.

**Section 9: Severability.**

If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and the Interim City Manager agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

Dated this ____ day of March, 2024

CITY OF LONGVIEW, WASHINGTON

By: _____
MAYOR

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM: _____
CITY ATTORNEY

_____
JAMES G. DUSCHA