



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, January 30, 2025

5:00 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 Chambers, 1525 Broadway, Longview, on Thursday, January 30, 2025 at 5:00 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 by contacting the Clerk's Office to register prior to the hearing date. 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. FLAG SALUTE
3. ROLL CALL

4. DISCUSSION AND POTENTIAL ACTION**25-00107 EMPLOYMENT AGREEMENT - CITY MANAGER JENNIFER WILLS****RECOMMENDED ACTION:****MOTION TO APPROVE THE EMPLOYMENT AGREEMENT - CITY MANAGER JENNIFER WILLS****5. 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, FEBRUARY 13, 2025 – 6:00 P.M.****THURSDAY, FEBRUARY 27, 2025 – 6:00 P.M.**



City of Longview

Agenda Summary

EMPLOYMENT AGREEMENT - CITY MANAGER JENNIFER WILLS

RECOMMENDED ACTION:

MOTION TO APPROVE THE EMPLOYMENT AGREEMENT - CITY MANAGER JENNIFER WILLS

Attachments:

1. City Manager - J. Wills Contract - Final 013025

EMPLOYMENT AGREEMENT - CITY MANAGER

This Employment Agreement ("Agreement") is made and entered into this **day of January, 2025** by and between the CITY OF LONGVIEW, WASHINGTON, a municipal corporation, hereinafter referred to as "City," and JENNIFER WILLS, hereinafter referred to as "City Manager" or "Wills."

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 upon mutual execution, whereby Wills is employed as City Manager of the City, subject to the terms and conditions set forth in this Agreement.

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

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

During the term of this Agreement, 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 City Manager's employment under this Agreement, subject to all applicable policies in the City's Human Resources Manual.

Section 2: Duties

The role of 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 City Manager shall also include such other reasonable and ordinary duties of City management, administration, and supervision, as set forth in the position description, as may be directed or assigned by the City Council, or are otherwise incidental to the duties of City management. City Manager shall, in good faith, devote her full professional time, energies, and abilities to the performance of the duties and responsibilities of City Manager.

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 City Manager. 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 City Manager, Wills' personal attendance at major

City events, and other significant City sponsored or non-City sponsored civic events is important, accordingly, Wills shall exercise good judgement to assure adequate representation by the City at such events.

Section 3: Compensation

During the term of this Agreement, City Manager shall be entitled to the compensation and benefits described below. 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 City Manager.

- A. Salary.** The starting annual base salary of City Manager shall be the amount set forth in Step A of the City Manager classification, which is an annual base salary of \$173,292. City Manager shall be eligible for step increases on her anniversary date, which is based on the appointment date for City Manager. 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 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 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, 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 may review and evaluate the performance of the City Manager in accordance with the policy, procedures and timeline established by the City Council.
- E. Vehicle Allowance.** In lieu of furnishing City Manager with a motor vehicle for her use, the City shall pay 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 by City Manager in accordance with the City's Human Resources Manual.
- F. Equipment and Technology.** The City shall provide City Manager with all necessary equipment and tools necessary to perform her 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. 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 City Manager shall be eligible for reimbursement by the City. 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 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 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 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. On behalf of City Manager, the City agrees to contribute into the Washington State Public Employees Retirement System (PERS), according to the statutory requirements. City Manager is required to make contributions as required by state law.

E. Deferred Compensation. In addition to the base salary identified in Section 3(A), the City agrees to match the City Manager's contribution into a deferred compensation program in an amount not to exceed four percent (4.0%) of the City Manager's base salary, each pay period, up to the annual IRS maximum amounts.

Section 5: Vacation Leave, Sick Leave, and Holidays

The City agrees to provide City Manager with vacation leave, 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 City Manager may terminate this Agreement and City Manager's employment, with or without Cause, pursuant to the terms of this Section.
- B. Resignation or Retirement by City Manager.** City Manager may terminate this Agreement and her employment by providing a minimum of one hundred and twenty (120) days' written notice to the City Council of her intent to resign or retire. Unless caused by circumstances 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 City Manager's final vacation balance by the number of days City Manager would have been expected to work had adequate notice been provided (up to exhaustion of vacation leave). In the event of her resignation or retirement, City Manager shall be paid only: (1) her base wages and deferred compensation earned through the final day of employment; and (2) the value of her 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 City Manager's employment at any time for Cause. Cause shall include City Manager's: (1) act of dishonesty related to her 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 her duties under this Agreement; (5) willful violation of the City's policies or other willful misconduct; or (6) any other material breach of this Agreement. In the event of a termination for Cause, City Manager shall be paid only: (1) her base wages and deferred compensation earned through the final day of employment; and (2) the value of her accrued but unused vacation leave.
- D. Termination Without Cause by City.** The City, acting through its City Council, may terminate this Agreement and City's Manager employment at any time without Cause by providing written notice to City Manager. In the event the City terminates this Agreement without Cause, it shall pay City Manager: (1) her base wages and deferred compensation earned through the final day of employment; (2) the value of her accrued but unused vacation leave; and (3) severance pay equal to six (6) months of City Manager's then-current base salary and deferred compensation contributions, plus six (6) months of continued insurance benefits (provided City Manager is enrolled in benefits at the time of termination, remains enrolled via COBRA after separation from the City, and continues paying her then-current

cost-share owed), provided that payment of severance is expressly conditioned on City Manager signing and not revoking a separation agreement and comprehensive release of claims against the City, its elected and appointed officials, employees, and other agents, in a form and substance acceptable to the City, as prepared by the City Attorney or designee.

- E. Termination due to Death or Disability.** The City, acting through its City Council, may terminate this Agreement and City Manager's employment upon City Manager's death or Disability. For purposes of this Agreement, Disability shall mean City Manager's inability to perform the duties and responsibilities of 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, City Manager or her estate shall be paid: (1) her base wages and deferred compensation earned through the final day of employment; and (2) the value of her accrued but unused vacation leave. Termination under this provision shall be subject to compliance with all applicable laws, which may include the Family and Medical Leave Act (FMLA), the American with Disability Act (ADA) and other applicable laws.

Section 7: Indemnification

In addition to that required under local, state, or federal law, the City shall defend, hold harmless, and indemnify 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 City Manager's duties, or resulting from the exercise of judgement or discretion in the connection with the performance of City Manager's duties or responsibilities, unless the act or omission involved criminal behavior or willful or wanton conduct.

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 City Manager's employment with the City, provided, however, 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 City Manager no longer be employed, the City agrees to pay City Manager reasonable consulting fees and travel expenses when 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 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. Workplace Rules; Compliance with the Law.** City Manager agrees to dutifully follow the City's policies, procedures, and resolutions, and all applicable governmental regulations and laws applicable to City Manager and the City.
- C. ICMA Code of Ethics.** City Manager is a member of the International City/County Management Association (ICMA) and, as such, City Manager is subject and bound to the ICMA Code of Ethics. During the term of this Agreement, City Manager shall maintain her membership with ICMA, which shall be paid by the City in accordance with Section 3(H).
- D. Modification.** This Agreement sets forth and establishes the entire understanding between the City of Longview and City Manager relating to the employment of 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.
- E. 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.
- F. Application of Agreement.** This Agreement is personal to Wills and cannot be assigned to other persons or entities.

Dated this ____ day of January, 2025

CITY OF LONGVIEW, WASHINGTON

By: _____
MAYOR

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM: _____
CITY ATTORNEY

JENNIFER WILLS