UNION GAP CITY COUNCIL SPECIAL MEETING AGENDA MONDAY JUNE 2, 2024 – 6:00 P.M. CITY HALL, 102 W. AHTANUM ROAD, UNION GAP

I. CALL TO ORDER

II. APPROVE RESOLUTION

Athorizing Special Assignment pay for Interim Police Chief

III. RECESS TO 10 MINUTE EXECUTIVE SESSION

To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee per RCW 42.30.110 (g). However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

The Council **MAY** be taking action after the executive session.

IV. Consider approval of Agreement

 Resolution No. 	 -	Authorizing	the	Mayor	to	sign	an	Employment
Agreement								

V. ADJOURN SPECIAL MEETING



Meeting Date: June 2, 2025

From: Sharon Bounds, City Manager

Topic / Issue: Resolution – Authorizing Special Assignment pay for Interim Police Chief

SYNOPSIS: There is a vacancy in the position of Police Chief so I have appointed Lieutenant Santucci as Interim Police Chief until the position is filled. We have nothing in policy addressing an increase in pay for interim work for this position so I'd like to suggest the city follow past practice and offer a 10% increase in Special Assignment pay to him during the time he serves as Interim Police Chief.

RECOMMENDATION: Approve Resolution authorizing Special Assignment pay for Interim Police

Chief

LEGAL REVIEW: Reviewed by the City Attorney

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS:

ATTACHMENTS: Resolution

CITY OF UNION GAP, WASHINGTON RESOLUTION NO. _____

A RESOLUTION authorizing Special Assignment pay for Interim Police Chief for the City of Union Gap, Washington

WHEREAS, the position of Police Chief for the City of Union Gap has recently been vacated; and,

WHEREAS, the City Manager has appointed Lieutenant Santucci as Interim Police Chief; and,

WHEREAS, it has been past practice for the city to provide Special Assignment pay for special appointments made to administrative employees at the rate of 10% in additional compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF UNION GAP AS FOLLOWS:

Lieutenant Curtis Santucci has been appointed to the position of Interim Police Chief on a temporary basis and will receive "Special Assignment Pay" at the rate of 10% of his current salary, effective June 1, 2025 and continuing until his assignment of Interim Police Chief concludes.

ORDAINED this 2nd day of June, 2025.

	John Hodkinson, City Mayor
ATTEST:	APPROVED AS TO FORM:
Lynette Bisconer, City Clerk	Jessica Foltz, City Attorney



City Council Communication

Meeting Date: May 19, 2025

From: Sharon Bounds, City Manager

Topic / Issue: Resolution – Authorizing the Mayor to Sign Employment Agreement

SYNOPSIS: On May 12, 2025 the City Manager gave notice of Retirement on June 30, 2025. A letter of interest for the position was submitted by Police Chief Gregory Cobb. Chief Cobb's qualifications will be considered during Executive Session on Monday. Chief Cobb has worked for the City for 27 years and has successfully served as Interim City Manager for the City on more than one occasion during his tenure.

RECOMMENDATION: Approve Resolution authorizing Mayor to sign an Employment Agreement.

LEGAL REVIEW: Reviewed by the City Attorney

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: This was discussed with City Council on May 12, 2025. City Council to consider Employment Agreement as attached.

ADDITIONAL OPTIONS:

ATTACHMENTS: Resolution

Employment Agreement

CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION authorizing the Mayor to sign an Employment Agreement with Gregory Cobb to be employed as the City Manager for the City of Union Gap, Washington.

WHEREAS, the current City Manager submitted her notice of retirement effective as of June 30, 2025 which resulted in the City of Union Gap needing to hire a replacement; and

WHEREAS, City Council received a letter of interest for the position from Police Chief Gregory Cobb; and

WHEREAS, Chief Cobb has served the City of Union Gap for 27 years and has successfully served as Interim City Manager on more than one occasion during his tenure; and

WHEREAS, City Council reviewed the qualifications of Gregory Cobb and desires to enter into an employment agreement with him.

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL AS FOLLOWS:

The Mayor is authorized to sign an Employment Agreement with Gregory Cobb to be the City Manager for the City of Union Gap.

PASSED this 2nd day of June, 2025.

	John Hodkinson, City Mayor				
ATTEST:	APPROVAL AS TO FORM:				
- <u></u>					
Lynette Bisconer, City Clerk	Jessica Foltz, City Attorney				

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF UNION GAP, WASHINGTON AND GREGORY COBB FOR THE POSITION OF CITY MANAGER

THIS EMPLOYMENT AGREEMENT is made between THE CITY OF UNION GAP, a Washington Municipal Corporation ("the City") and GREGORY COBB, ("Employee"),

RECITALS

- A. The City desires to employ Employee as City Manager for the City of Union Gap.
- B. The City and the Employee desire to establish and delineate the terms and conditions of employment and, to that end, the City and the Employee desire to enter into this agreement.

NOW THEREFORE the City and the Employee agree as follows:

Section 1. **EMPLOYMENT**

The City hereby employs the Employee to the position of City Manager to perform such duties as are currently prescribed under RCW 35A.13 or as may be prescribed by City Ordinance or Resolution so long as consistent with the laws of the State of Washington.

Section 2. TERM

This agreement shall commence on June 2, 2025 and shall continue indefinitely until terminated as provided herein.

Section 3. **DUTIES OF EMPLOYEE**

Employee will:

- A. Devote the time, skill, labor and attention to employment during the term of this employment as may be necessary to accomplish the work. This position is considered to be full time, but the Employee is granted flexibility to determine the hours of such work. The position is FLSA exempt and Employee is expected to work a minimum of 40 hours per week. Due to the nature of the position, Employee will often work in excess of 40 hours per week.
- B. Not engage in any employment that will interfere with his employment with the City.
- C. Faithfully adhere to the Code of Ethics for Municipal Officers in Chapter 42.23 RCW, as now or hereafter amended.
- D. Disclose prior to entering into this agreement, or at such time as the Employee becomes aware of such circumstance, any known contracts or financial arrangements that the Employee would reasonably expect would be affected by actions by the City.
- E. Not disclose, during employment or at any time thereafter, to any person, firm, or corporation any non-public information concerning the business or affairs of the City which he may have acquired in the course of, or as an incident to, his employment to the financial detriment or reasonable expectation of financial detriment to the City.

F. Leave in place or return immediately upon termination of employment with the City all property of the City, including but not limited to keys, phones, pagers, automobiles, computer hardware and software, original drawings, plans, specifications, manuals, procedures, and any and all other documents of any kind which were provided to or generated by him in the course of, or in connection with, his employment by the City.

Section 4. COMPENSATION

- A. The City will pay Employee as compensation for services an annual salary for the position of City Manager as per Ordinance No. 3112 approved on January 13, 2025.
- B. Car Allowance. Commencing July 1, 2025 and each month thereafter, unless amended by City Council action, in addition to Employee's base salary Employee shall receive a monthly car allowance in the sum of Three Hundred Dollars (\$300) per month.
- C. As the Employee is engaged in a professional and executive capacity and is compensated on a predetermined salary basis, the position is exempt from the maximum hours provisions of the Fair Labor Standards Act.

Section 5. **BENEFITS**

- A. The City will provide benefits not covered by this agreement as provided to other City personnel under the provisions of the Union Gap Personnel Policies.
- B. Employee shall accrue vacation leave at the rate of employees who have 12 years of employment. The maximum amount of vacation hours that can be carried over year-to-year is 280 hours.
- C. The City shall pay a monthly amount equal to the Employer Contribution Rate established for PERS 2 members into a deferred compensation program available to City employees on behalf of the Employee. The cost for professional subscriptions, and association and member dues will be provided for within the City Manager's budget.
- D. The City shall cover insurance premiums at 100% for health, dental, and vision for Employee. Employee shall contribute monthly for spouse and children as follows:

Employee Contribution

Spouse	\$70.00
Spouse/1 Child	\$80.00
Spouse/2 Children	\$90.00
One Child	\$45.00
Two Children	\$55.00

- E. Longevity pay will be paid to the Employee at the rate of employees who have 20 years employment.
- F. The Employee understands that the City may, in its sole discretion, add, alter, amend, modify, or terminate such benefits at any time without any notice as allowed by law.

- G. Expenses incurred for travel on City business, with the exception of mileage, shall be reimbursed per the City's Personnel Policies and Travel Policy.
- H. The Employee will be provided with the use of a cellular telephone, desk top computer, and either a Think Pad or portable computer for conducting City business.
- I. The City agrees to execute all necessary agreements provided by Mission Square Retirement for Employee's participation in the 457 Deferred Compensation Plan. In addition to the amount paid in Section 5(C), Employer shall pay an amount equal to 7% of Employee's annual base salary into a qualified Section 457 or any other qualified City deferred compensation benefits program as designated by the Employee in equal proportionate amounts for each pay period.

Section 6. PROFESSIONAL DEVELOPMENT AND MEMBERSHIP FEES

If requested by Employee, Employer shall pay the fees for Employee's membership in the International City/County Management Association (ICMA) and the Washington City/County Management Association (WCCMA), and any reasonable registration and expenses for other ongoing professional training, classes, or professional development conferences as provided for in the City budget and consistent with City Policy (i.e. AWC, LGIP, WEDA, etc.).

Section 7. CIVIC INVOLVEMENT AND BOARD PARTICIPATION

Employer recognizes the desirability of representation in and before local, regional, and other civic organizations, and Employee is authorized and required to become a member of such civic clubs or organizations he deems necessary or desirable in order to maintain awareness of community/regional attitudes and ideas (i.e. WCIA, AWC, TIB, MRSC, etc.).

Section 8. **TERMINATION**

This contract is for an indefinite period, that is, without a designated date as to when the appointment will end. This Agreement can be terminated or modified for any reason that does not unlawfully discriminate or violate public policy, including but not limited to: lack of work, lack of funds, reorganization, or unsatisfactory performance as determined in the discretion of the City Council. Employee serves at the will and the pleasure of the City Council consistent with the provisions of RCW 35A.13. There is no probationary period.

Termination is to occur as provided below.

- A. <u>With Notice.</u> This agreement may be terminated with thirty (30) days written notice:
 - (1) By the City Council for any reason; or
 - (2) By the Employee by voluntary resignation; provided, however, that the City may, at its option, discharge the Employee immediately and pay salary and benefits as if the Employee were fully employed until the end of the notice period.
- B. <u>Without Notice</u>. This agreement may be terminated without notice for misconduct. For purposes of this agreement "misconduct" includes but is not limited to dishonesty, fraud, commission of a felony or of a crime involving moral turpitude, destruction or theft of City property, physical attack resulting in injury to a fellow employee, uses of narcotics or alcohol to an extent that materially impairs the Employee's performance of his or her duties, or willful malfeasance or gross negligence in the performance of the Employee's duties. Such dismissal must be based on facts

that are supported by substantial evidence reasonably believed by the City to be true, and not be for any arbitrary or capricious or otherwise illegal reason.

Section 9. COMPENSATION AFTER TERMINATION - SEVERANCE PAY

- A. In the event the Employee is terminated by the City for misconduct as provided in Section 8(B), the Employee shall receive no severance pay, however the Employee shall be entitled to receive earned pay, accrued vacation leave pay, and accrued sick leave pay as provided for upon termination in the City of Union Gap Personnel Policies.
- B. In the event this contract is terminated by the Employee without the full notice required by Section 8(A), then the Employee shall receive all earned pay and accrued vacation leave pay, but no severance pay, and no accrued sick leave pay.
- C. In the event this contract is terminated by the Employee with the full notice required in Section 8(A), the Employee shall receive all earned pay, accrued sick leave pay, and accrued vacation pay as provided by City of Union Gap Personnel Policies, but will not recieve severance pay.
- D. In the event this contract is terminated by the City for any reason other than misconduct as provided for under Section 8(B), the Employee shall be entitled to receive, within 30 days of the Employee's last scheduled work day, all earned pay, accrued sick leave pay, and accrued vacation pay as provided by the City of Union Gap Personnel Policies. The Employee will also receive severance pay equal to six (6) months' salary and benefits.

Section 10. APPLICABLE LAWS

The Employee agrees to abide by all applicable local, state, and federal laws. This Agreement shall be governed by the laws of the State of Washington and venue of any action concerning this agreement shall be in Yakima County, Washington.

Section 11. MEDIATION

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement and the employment of the City Manager through a good faith attempt at mediation. The City shall pay the mediator's fee and any administrative expenses imposed by the mediator. Each party will pay its own attorney's fees and costs.

Section 12. ARBITRATION

- A. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation shall be resolved by final and binding arbitration pursuant to RCW 7.04. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in Yakima County before a single arbitrator selected by the agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of Yakima County in accordance with the procedures set out in RCW 7.04.050.
- B. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.
- C. The parties agree that, with the exception of the circumstances set out in RCW 7.04.160, the

arbitrator's decision shall be binding, final, and not appealable to any court of law.

- D. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.
- E. This Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.
- F. This Agreement to arbitrate applies not only to claims arising out of an alleged breach of this Agreement, but to all claims, disputes or controversies arising out of or relating to the Employee's employment and/or cessation of employment with the City. All such claims, disputes or controversies shall be resolved exclusively by final and binding arbitration as provided in this Agreement. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the Civil Rights Act of 1991, the Americans with Disabilities Act, the Washington Law Against Discrimination, the law of contract, and the law of tort.

Section 13. **INDEMNIFICATION**

The City shall protect, defend and indemnify the Employee and his marital community from personal liability for acts or omissions committed by the Employee while within the scope of his official City duties. This agreement to indemnify does not extend to intentional torts. Defense will be provided by the City of Union Gap's City Attorney or through an attorney appointed as Defense Council through the City of Union Gap's insurance pool, the Washington Cities Insurance Authority (WCIA). The necessary expenses of defending the action or proceeding shall be paid by the City and/or WCIA and any final money judgment against said the Employee or the marital community shall be paid by the City and/or WCIA.

Except as specifically directed by the City Attorney or WCIA the Employee may not engage in any of the following acts with respect to actions or proceedings for damages defended pursuant to this Agreement:

- A. Negotiate or otherwise affect the settlement of such an action or proceeding for damages against the City;
- B. Make an admission of liability involving such an action or proceeding for damages against the City; or
- C. Discuss with persons who are not City employees, incidents which could reasonably lead to actions or proceedings for damages against the City, or its officers or employees; or
- D. Engage or retain legal counsel at City expense.

This indemnification provision shall survive termination of this contract. The Employee agrees to cooperate and participate as may be necessary to carry out the defense of any action, and if not a current employee to be compensated for all such activities at an hourly rate equal to the Employee's salary, adjusted to an hourly rate.

Section 14. AMENDMENT

The terms of this Agreement may not be altered, amended, or otherwise modified except by the express written agreement of the parties.

Section 15. **SEVERABILITY**

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 16. WAIVER

The waiver or the failure to take action with respect to breach of any term, covenant or condition shall not affect the Employee's duties hereunder or waive any rights concerning any subsequent breach. All remedies afforded in this Contract shall be taken as cumulative, that is, in addition to every other remedy provided therein or by law.

Section 17. ENTIRE AGREEMENT

Except as provided in Sections 4 and 5, above, this Employment Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes all prior written agreements and all prior or contemporaneous oral agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 2nd day of June, 2025.

CITY OF UNION GAP, WASHINGTON

EMPLOYEE

John Hodkinson

Mayor

ATTEST:

Lynette Bisconer
City Clerk

APPROVED AS TO FORM:

Jessica Foltz

City Attorney