

CITY COUNCIL SPECIAL MEETING

CITY OF DAVENPORT, IOWA

Wednesday, July 31, 2024; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

- I. Moment of Silence
- II. Pledge of Allegiance
- III. Roll Call
- IV. Agenda Item
 1. Resolution appointing Mr. Samuel Huff IV as the City of Davenport's Corporation Counsel and approving a related employment agreement.
- V. Adjourn

City of Davenport

Department: Human Resources
Contact Info: Alison Fleming | 563-326-7750

Action / Date
7/31/2024

Subject:

Resolution appointing Mr. Samuel Huff IV as the City of Davenport's Corporation Counsel and approving a related employment agreement.

Recommendation:

Adopt the Resolution.

Background:

In February 2024, an RFP was released for an executive search firm for both the City Administrator and Corporation Counsel recruitments. In March 2024, the Purchasing Division received eight (8) proposals. The proposals were evaluated based on the firms' experience, qualifications, and expertise, business process, pricing, references, and the quality and thoroughness of proposals. In April 2024, the City Council formally approved a contract with Colin Baenziger & Associates to conduct both recruitments.

The recruiting firm conducted inquiries with elected officials to build the ideal candidate profile for the Corporation Counsel recruitment and developed the related recruitment brochure. The recruiter also conducted a compensation analysis that was shared with the City Council. In mid-June, the position was posted on various platforms and directly emailed to over 13,000 professionals while the firm also conducted its own outreach simultaneously.

All applicants applied directly to the recruiting firm, and the initial applicant review was conducted by the same. The recruiting firm also conducted a first round of screening with each applicant and forwarded qualified applicants to the City for additional interviewing/screening. The City then conducted a more comprehensive interview/screening process involving various elected officials, external legal representation, and staff members. The process concluded with a recommendation to the City Council for formal consideration.

Attachments:

1. Resolution
2. Employment Agreement

Resolution No. _____

Resolution offered by the City Council of the City of Davenport, Iowa.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION appointing Mr. Samuel Huff IV as the City of Davenport's Corporation Counsel and approving a related employment agreement.

WHEREAS, the City Council has appointed Mr. Samuel Huff IV as the City of Davenport's Corporation Counsel to perform the functions and duties specified in the Municipal Code of Davenport, Iowa, and to perform other duties and functions of the City Attorney and as head of the Legal Department; and

WHEREAS, the City Council has authorized the terms set forth in the related employment agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that Mr. Samuel Huff IV is hereby appointed as the City of Davenport's Corporation Counsel, and the related employment agreement is approved in accordance with the terms set forth.

Passed and approved this 31st day of July, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

EMPLOYMENT AGREEMENT

This Employment Agreement, made and entered into as of August ____, 2024 by and between the CITY OF DAVENPORT, IOWA, a municipal corporation (hereinafter called "Employer"), and SAMUEL HUFF IV (hereinafter called "Employee"), both of whom agree as follows:

Section 1: Duties and Authority

Employer agrees to retain Employee as its Corporation Counsel to perform the functions and duties specified in the City Code and to perform other duties and functions of the City Attorney and as the head of the legal department.

Section 2: Compensation

Employee's compensation shall be as follows:

- A. Employee shall be paid an annual base salary of \$195,000. Employee will be afforded general wage increases offered to other department director level employees.
- B. Employee's base salary may be increased as determined by the City Council and in connection with the Employee's annual review conducted by the same.
- C. Employee shall be paid a \$250 per month car allowance and a \$150 per month business allowance.

Section 3: Health, Disability, Life Insurance, IPERS & Other Benefits

Employee shall be provided the employment benefits afforded to other non-bargaining department director level employees by administrative policies.

Section 4: Leave Accruals

Employee's paid leave accruals shall be as follows:

- A. Employee shall accrue vacation leave and sick leave on an annual basis at the rate provided for in the City's administrative policy for director level employees.
- B. Employee shall be credited with 2 weeks of banked accrued vacation leave and 2 weeks of banked sick leave upon commencement of employment.

Section 5: At-Will Employment.

Employee shall be an at-will employee. Employee shall provide sixty (60) days written notice of termination of employment.

Section 6: Severance.

Upon an involuntary separation of Employee without cause, Employee shall be paid a severance payment equal to six (6) months of Employee's then current Base Salary payable as a lump-sum subject to applicable tax withholding; and health, dental and vision COBRA premium payments shall be paid by Employer for up to six (6) months. For purposes of this Agreement, termination for "cause" shall be defined as termination due to: (i) Employee's conduct constituting a felony offense or unethical conduct resulting in disciplinary action; (ii) alcohol or drug abuse which materially impairs Employee's performance of his duties, and is not cured by the Employee within thirty (30) days of receiving notice from the Employer of possible termination pursuant to

this Section; (iii) willful misconduct; (v) failure to diligently perform the usual and customary duties as Corporation Counsel; or (vi) violation of City Administrative Policies on employee conduct.

Section 7: Hours of Work

Employee shall work full-time during regular office hours of Employer and shall attend City Council meetings and other required meetings outside of normal office hours.

Section 8: Residency

Employee shall permanently reside within the City of Davenport within two (2) years of commencement of employment. Upon relocation within the City of Davenport, Employee shall be reimbursed for moving and relocation expenses up to \$15,000.

Section 9: General Provisions

- A. Entire Agreement. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee. All prior discussions or representations by or between the parties are merged into and superseded by this Agreement. Any modification of this Agreement shall be in writing and executed by both parties.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective upon execution and shall continue indefinitely thereafter.
- D. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Iowa.
- E. Council Approval. This Agreement is subject to the approval of the City Council as require by City Code.
- F. On-Boarding Training. Employee shall receive on-boarding and training provided by Employer to familiarize Employee with City policies and procedures, including training on discrimination, harassment and retaliation provided to elected officials and other supervisory personnel.
- G. Background Check. This Agreement is contingent upon the Employee passing a background check by the Employer before the commencement date of employment.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

EMPLOYEE:

Samual Huff IV

EMPLOYER:

CITY OF DAVENPORT

By _____
Michael Matson, Mayor

Attest:

Deputy City Clerk