

RESOLUTION NO. 3291

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SIX-PAGE POLICE CHIEF
EMPLOYMENT CONTRACT

WHEREAS, the Mayor has appointed Michael Gause as the City's Chief of Police, effective January 1, 2026; and

WHEREAS, a proposed six-page Police Chief Employment Contract has been negotiated between the Mayor and Mr. Gause; and

WHEREAS, the Mayor has sought authorization from the City Council to sign the Contract on the City's behalf; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the six-page Police Chief Employment Contract in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.



Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

POLICE CHIEF EMPLOYMENT CONTRACT

This Police Chief Employment Contract (hereinafter "Contract") is made and entered into by and between the City of Selah, a Washington municipal corporation (hereinafter "City"), and Michael Gause (hereinafter "Employee"), effective as of January 1, 2026.

WHEREAS, the City desires to employ Employee as its Police Chief and Employee has agreed to serve in this capacity.

THEREFORE, in consideration of the terms and conditions of this Contract, the parties agree as follows:

1. Duties and Responsibilities

- 1.1 **Title.** Effective January 1, 2026, the City will employ Employee as its Police Chief. Employee hereby accepts such employment upon the terms and conditions set forth in this Contract.
- 1.2 **Duties.** Employee shall have, and agrees to perform in good faith and to the best of his ability, the duties and responsibilities of Police Chief consistent with the laws of the State of Washington and the ordinances and policies of the City. Under the general direction of the Mayor and City Administrator (with the Mayor's directions taking priority over any conflicting or inconsistent directions from the City Administrator), Employee shall manage, administer, and direct the Selah Police Department's functions and operations, including but not limited to: administering the Department contracts; organizing and planning on a timely basis the annual Department budget in conjunction with other City Departments and the City Administrator; maintaining open communications with the community; promoting responsive and courteous public service; and performing other legally permissible and proper functions as are appropriate to the office of Police Chief.
- 1.3 **Devotion of Time and Effort.** Employee shall devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of Police Chief and shall not engage in activities that conflict with or interfere with his performance of such duties and responsibilities. So long as Employee remains employed by the City, Employee agrees to remain in the exclusive employ of the City and shall neither accept other employment nor become employed by any other person or entity, provided that Employee may engage in occasional teaching and/or consulting on Employee's own time with advance approval of the Mayor or City Administrator.
- 1.4 **Work Schedule.** The typical minimum work week shall be approximately 40 hours, plus any additional work time reasonably required to discharge the duties and responsibilities of the office of Police Chief. When Employee devotes a great deal of time outside of normal office hours on business for the City, Employee

shall be allowed to establish an appropriate work schedule that allows for time away from the office during normal office hours.

2. At-Will Employment

Employee shall be employed for an indefinite term commencing January 1, 2026. Employee's employment with the City is "at-will" and may therefore be terminated at any time by the City or Employee on a "without cause" basis or on a "with cause" basis (as defined in paragraphs 6.1 and 6.2 below).

3. Compensation

- 3.1 Base Annual Salary. As compensation to Employee for services rendered to the City as its Police Chief, Employee shall be paid an initial base annual salary of One Hundred Forty Thousand Dollars (\$140,000.00) gross, payable in accordance with the City's regular payroll periods and procedures and subject to all withholdings and deductions required by law. Then, effective July 1, 2026, Employee's base annual salary shall be increased by Six Thousand Dollars gross (\$6,000.00) beyond the annual salary that he was earning as of June 30, 2026. The position of Police Chief is exempt from overtime under state and federal law and Employee therefore shall not be eligible for overtime pay or compensatory time. Employee shall be eligible to receive the same cost-of-living adjustment that applies to the City's other management-level non-represented City employees, as determined annually by the City Council.
- 3.2 Retirement. Employee's position qualifies him for membership in the Washington State LEOFF retirement program and the City shall make all required employer contributions to the LEOFF retirement system, as required by law.
- 3.3 Moving/Temporary Housing Reimbursement. [Omitted.]
- 3.4 Expenses. The City agrees to reimburse Employee for reasonable and necessary expenses incurred for the benefit of the City in accordance with City policy.
- 3.5 Professional Development. The City shall budget and pay for the professional dues and subscriptions of Employee for his continuation and full participation in state, local and national associations and organizations necessary for his continued professional participation, growth and advancement to better serve the interests of the City. The City further recognizes the value of having Employee participate in and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for reasonable membership fees and dues to enable Employee to become an active member in local civic clubs and organizations.

4. Benefits

- 4.1 Health and Other Insurance. Employee is eligible to participate in the City's health and other insurance benefits on the same terms as those benefits are provided to other management-level non-represented City employees.
- 4.2 Vacation. Employee shall accrue vacation on the same terms as other management-level non-represented City employees.
- 4.3 Sick Leave. Employee shall accrue sick leave on the same terms as other management-level non-represented City employees.
- 4.4 Holidays and Other Paid/Unpaid Leave. Employee shall receive holiday leave and other paid/unpaid leave benefits as the City may provide from time to time on the same terms as those benefits are provided to other management-level non-represented City employees.
- 4.5 Life Insurance. During Employee's employment, the City shall pay the premium for a term life insurance policy for the face-value benefit of One Hundred Thousand Dollars (\$100,000.00). Employee shall name the beneficiary(ies) of said term life insurance.
- 4.6 Police Vehicle. Employee shall have the use of a Police Department vehicle. In the event Employee uses his own vehicle for City business, the City shall reimburse Employee for mileage in accordance with City policy.
- 4.7 Mobile Phone. The City shall provide Employee with a mobile phone for use in accordance with City policy.
- 4.8 Other City Benefits and Policies. Employee will receive other benefits provided by, and be subject to any obligations included in, applicable City policies as may from time-to-time be adopted or amended by the City; provided that no such policy will be applicable to the extent that it conflicts with a term of this Contract.

5. Performance Standards and Evaluation

Employee will be evaluated on his job performance and satisfaction of established goals and objectives after roughly six (6) months of employment as Police Chief and also roughly annually thereafter or when otherwise deemed appropriate by the Mayor or City Administrator.

6. Termination

- 6.1 Termination on a "Without Cause" Basis; Possible Severance Payment. The City may at any time, in its unlimited and continuing discretion, terminate Employee's employment on a "without cause" basis at any time by providing written notice to Employee. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions

required by law). In the event the City effectuates a without cause termination, the City will also pay Employee, as severance pay (again on a gross basis, and thus again subject to all withholdings and deductions as required by law), the lesser of six (6) months of the Employee's then-applicable base salary or the amount of Seventy-Five Thousand Dollars (\$75,000.00) if and only if and in exchange for Employee agreeing to, signing and not revoking a Separation Agreement and Release of Claims in a form and substance acceptable to the City.

6.2 Termination on a "For Cause" Basis. The City may at any time terminate Employee's employment on a "for cause" basis by providing written notice to Employee. "Cause" is defined to include any or all of the following acts or omissions by Employee: (i) dishonesty related to his employment; (ii) commission of negligence, recklessness or intentionality that results in financial or reputational harm to the City; (iii) failure to follow a lawful directive from the Mayor or City Administrator; (iv) failure to perform his duties and responsibilities under this Contract (provided that in non-emergency situations Employee has been given notice and a reasonable opportunity to cure the alleged failure); (v) commission of a felony or crime of moral turpitude; or (vi) willful violation of City policy or other willful misconduct. In such event, the City will pay Employee his then-applicable base salary earned through the date of termination (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). By contrast, Employee shall not be entitled to receive any severance pay.

6.3 Resignation/Retirement. Employee may at any time, in his unlimited and continuing discretion, resign and relinquish his employment by providing at least thirty (30) days written notice (or by such lesser deadline as mutually agreed) to the Mayor or City Administrator. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law). Moreover, the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). By contrast, Employee shall not be entitled to receive any severance pay.

6.4 Disability; Death. The City may terminate Employee's employment due to any permanent or temporary disability or incapacity that renders Employee unable to fully perform his duties and responsibilities for a cumulative or successive duration of six (6) months during any 12-month period (and not necessarily judged on a calendar year basis) by providing written notice to Employee or to a proper agent of Employee. Employee's employment shall be deemed automatically terminated upon Employee's death. In the event of termination of

Employee's employment on either basis, the City will pay Employee or his estate Employee's then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee or his estate the cash-out value of Employee's then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). By contrast, neither Employee nor his estate shall be entitled to receive any severance payment.

7. Integration/Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations, offers, agreements, or understandings between the parties with respect to the subject matter of this Contract. No waiver, alteration, or modification of any of the provisions of this Contract will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provision of this Contract conflicts with any provision of any City policy or rule, the provisions of this Contract shall prevail and control. By contrast, to the extent that any provision of this Contract conflicts with any provision of now-existing law including now-existing City code and ordinances, the provisions of now-existing law and now-existing City code and ordinances shall prevail and control. If any provision of this Contract is held to be unenforceable, such provision shall be treated as automatically modified so as to be enforceable and the other provisions of this Contract shall remain in full force and effect without modification.

8. Other Terms and Conditions

- 8.1 Any notice to the City under this Contract shall be furnished in physical written form by Employee to the Mayor or City Administrator. Any notice to Employee under this Contract shall be furnished in physical written form by the City to Employee. All such notices must be sent by first-class mail with postage prepaid or delivered in person (but a duplicate may be sent via email, provided that such emailed-duplicate shall not constitute or be effective on its own as original notice).
- 8.2 The Mayor or City Administrator may at any time, in their unlimited and continuing discretion, establish, promulgate, and impose any new or clarified lawful policy or rule as to Employee's duties and responsibilities or Employee's performance by providing notice to Employee, provided that such policies and rules are not inconsistent with or in conflict with the provisions of this Contract, then-applicable City code or ordinances, or any other then-applicable law.
- 8.3 All now-existing or later-existing provisions of City code, City ordinances, City regulations, City policies and rules shall apply to and for Employee to the same extent that such apply to other employees of the City, except as may be specifically otherwise stated in this Contract.

- 8.4 This Contract shall be interpreted, construed, and enforced according to the internal laws of the State of Washington (not including any choice-of-law or conflict-of-law laws).
- 8.5 All captions and section headings used in this Contract are for convenience only and do not alter the substantive effect of any provision of this Contract.
- 8.6 No waiver by either party of any breach or violation by either party of the provisions of this Contract shall be deemed a waiver of any subsequent breach or violation.

9. Counterparts

This Contract may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each party.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the dates indicated below.

CITY OF SELAH (“City”)

By: Roger L. Bell

Dated: 01/13/26

Roger Bell, Mayor (following approval by City Council)

Approved as to form by:

D. R. Case

Dated: 01/14/26

D. R. (Rob) Case, City Attorney

“Employee”

Michael Gause

Dated: 1/9/26

Michael Gause