

**CITY OF HOMER  
HOMER, ALASKA**

Mayor

**RESOLUTION 24-033**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
RATIFYING THE EARLY TERMINATION OF CONTRACT AGREEMENT  
WITH ROBERT DUMOUCHEL.

WHEREAS, Homer City Council conducted City Manager Dumouchel's annual performance evaluation in an executive session on March 14, 2024; and

WHEREAS, As a result of the executive session the City Council and Mr. Dumouchel reached a conclusion of early termination of the City Manager's contract; and

WHEREAS, Mayor Castner and Mr. Dumouchel completed the Agreement for Early Termination of Contract effective March 15, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby ratifies the Agreement for Early Termination of Contract between the City and Robert Dumouchel included as an attachment.

PASSED AND ADOPTED by the Homer City Council on this 26<sup>th</sup> day of March, 2024.

CITY OF HOMER



KEN CASTNER, MAYOR

ATTEST:



RENEE KRAUSE, MMC, ACTING CITY CLERK

Fiscal Note: Salary and Benefits.





## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the Mayor

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### **Agreement for Early Termination of Contract**

The City of Homer, by and through the office of the Mayor, has elected to exercise its contractual prerogative to conclude the employment of the City Manager. Details of the termination are included in the attached exhibit "A".

Dated this 15<sup>th</sup> day of March, 2024.

Ken Castner, Mayor

Rob Dumouchel, City Manager

## Attachment A

### **Subject: Termination of Employment and Severance Agreement**

#### **1. Introduction**

This agreement (the "Agreement") is entered into on March 15, 2024, between Rob Dumouchel ("Dumouchel") and the City of Homer ("City"), to formalize the terms of Dumouchel's separation from employment with the City.

#### **2. Termination of Existing Employment Agreement**

The City and Dumouchel hereby agree to terminate their existing employment agreement, originally dated July 20, 2020, and subsequently amended on September 16, 2021, and July 26, 2022. It is understood and agreed by both parties that Dumouchel's employment with the City will cease immediately.

#### **3. Severance Package**

In accordance with Section 6(B) of the amended employment agreement, Dumouchel shall receive the following severance package:

(a) **Severance Pay:** Dumouchel shall be entitled to a lump sum payment equivalent to six months' worth of salary, calculated at the employee's usual rate of pay. This payment shall be disbursed within five business days following the ratification of this Agreement by the City Council.

(b) **Accrued Leave:** Dumouchel shall receive the cash value of all accrued leave as of the date of termination.

#### **4. Health Insurance Coverage**

Dumouchel shall be eligible for reimbursement of health insurance coverage premiums for a period of six months following the date of termination, or until Dumouchel secures coverage through a group health plan offered by a new employer, whichever occurs first.

#### **5. Non-Disparagement**

Both Dumouchel and the City affirm their mutual respect for each other and agree not to make any negative or derogatory statements about the other party, whether publicly or privately, that could harm their reputation or standing in the community.

#### **6. Entire Agreement**

This Agreement constitutes the entire understanding between the parties concerning Dumouchel's separation from employment with the City and supersedes any prior agreements or understandings, whether written or oral, between the parties.

#### **7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

#### **8. Execution**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


If the foregoing accurately reflects our mutual understanding, please sign below to indicate your acceptance of the terms of this Agreement.

**EMPLOYEE**

  
\_\_\_\_\_  
Robert J. Dumouchel II, City Manager

15 MAR 24  
Date

**CITY OF HOMER**

  
\_\_\_\_\_  
Ken Castner, Mayor

MARCH 15 2024  
Date

**ATTEST:**

  
\_\_\_\_\_  
Melissa Jacobsen, Acting City Manager