

**GLADSTONE CITY COUNCIL
ADJOURNED MEETING / WORK SESSION
CITY HALL COUNCIL CHAMBERS
May 27, 2014
AMENDED**

**ADJOURNED MEETING
7:30 p.m. CALL TO ORDER
ROLL CALL
FLAG SALUTE**

BUSINESS FROM THE AUDIENCE

Visitors: Presentations not scheduled on the Agenda are limited to five (5) minutes. Longer presentations should be submitted to the Assistant City Administrator by 5:00 p.m. Wednesday prior to the Tuesday City Council meeting.

REGULAR AGENDA

- 1. Second Reading of Ordinance 1448 – Amending Chapter 6.08 of the Municipal Code to Allow for Keeping of Wild or Dangerous Animals Under Specific Circumstances**
- 2. Acceptance of Ray Jaren’s Letter of Retirement from City Council.**
- 3. Vacant City Council Position**
- 4. Employment Contract – Library Director Green**

WORK SESSION

- 5. Library Advisory Committee Recommendation**

ADJOURN

Peter Boyce

From: Heather Martin <Heather@gov-law.com>
Sent: Thursday, May 22, 2014 4:12 PM
To: Peter Boyce
Cc: Jolene Morishita; David Doughman; Shane Abma; Kim Sieckmann
Subject: Personnel Contract Motion

Pete,

Kim pointed out that in my clarification of the motion I transposed the item numbers we were talking about. Item 7 was Irene's contract which was the item that was intended to be amended with 6 months severance term (under Section 9) and item 6 was Jim's contract with no amendments. When I clarified I said:

Heather: So to amend item 6 and accept it with the changes and to accept item seven.

When I should have said amend item SEVEN and accept it with the changes and to accept item SIX.

Since there was no change to item 6 per the council (it was already at 6 months) technically the Council passed this item as it was in the packet and it also accepted item 7 (Irene's contract) without any amendment so in the original form as it appeared in the packet. If the Council wants to accept and approve Irene's contract with the amended Section 9 (i.e. changing 3 months to 6 months) then that should be clarified at the next meeting (Tuesday).

Let me know if you have questions.

Thanks.

Heather Martin
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Employment Agreement

This Employment Agreement (the "Agreement") is made and entered into on the date set out below by and between the City of Gladstone, an Oregon municipal corporation, (the "City") and Irene Green, (the "Employee").

Recitals

City has offered and Employee has accepted employment as Gladstone Library Director. City and Employee desire to enter into a written agreement detailing the terms of that employment.

Agreement

Section 1: Duties and Authority

City will employ Employee as its Library Director to perform the functions and duties specified in City Charter and City Code and Employee's job description (attached hereto as Exhibit "A"), and to perform other duties and functions of that office as may be assigned to her. Employee accepts said employment.

Section 2: Term

The term of this Agreement shall commence on _____ and shall remain in effect until terminated, amended or modified by the parties.

Section 3: Compensation and Cost Reimbursement

3(a) – Salary

City agrees to pay Employee a monthly base salary equal to Range 42, Step 1 of the City's salary schedule commencing July 10, 2013. The anniversary date will be February 28, 2013 consistent with the date Employee began serving as Interim-Library Director. Salary will be payable in installments at the same time as other City employees are paid.

Annually, the City Administrator and Employee shall conduct a performance evaluation and define goals, performance objectives, and priorities which they determine necessary for the proper operation of the Library and attainment of the City Council's policy objectives. Upon the

recommendation of the City Administrator, the City Council may periodically adjust Employee's salary and benefits consistent with the City of Gladstone fiscal year and pay plan.

3(b) – Dues and Subscriptions

City will pay the professional dues and subscriptions of Employee as appropriate for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and to improve her performance in her duties as Library Director, subject to approval limitations by the City Administrator.

3(c) – Professional Development

City will pay for travel and expenses of Employee to attend meetings, courses and other occasions related to the continued professional development of Employee, subject to approval limitations by the City Administrator.

3(d) – General Expenses

Employee may from time-to-time incur non-personal, job-related expenses. City will reimburse her for such incurred expenses no later than thirty (30) days after receiving duly-executed expense vouchers, receipts or billing statements in accordance with applicable law and City policy. Examples of such expenses include meals reasonably related to the furtherance of City business, purchases related to recognizing other employees or volunteer, and travel and lodging expenses incurred in conducting City business.

3(e) – Civic Club Membership

Recognizing the importance of visibility for the Library Director, the City agrees to pay the Library Director's annual dues for one local civic organization approved by the City. The Library Director is authorized to join such an organization at City expense, but is not required to do so.

Section 4 Benefits

The City agrees to provide health, vision, life and dental insurance benefits for the Employee (and her dependents) equal to that provided other full-time City management employees. The Employee will pay the portion of any premium(s) due in an amount equal to what is required of other full-time City management employees.

The City agrees during the term of this Agreement (and any renewal period thereafter) to make premium payments for accidental death, dismemberment and long-term disability insurance coverage for Employee. The City shall pay the premium for a ten thousand dollar (\$10,000) life insurance policy during the term of this Agreement (and any renewal thereof).

Section 5: Vacation and Sick Leave

Vacation leave: The Employee shall accrue vacation monthly at the City rate of 16.67 hours per month. The Employee may use accrued vacation time upon accrual.

Sick leave: Sick leave accrual will be one day per month. The Employee shall accrue on-going sick, vacation and other leaves at the same rate accorded other full-time management employees of the City. The Employee shall be allowed to use accrued leave from the first day of employment.

Section 6: Cell Phone Stipend

The Employee is entitled to the same cell phone stipend as other full-time City management employees.

Section 7: Retirement

Employee will be enrolled in the Oregon Public Employees Retirement System ("PERS") and City will pay costs relating to PERS in the same manner as other full-time City management employees.

Section 8: Termination

This agreement may be terminated by either City or Employee for any reason whatsoever, or no reason, upon giving not less than thirty (30) days written notice to the other.

Section 9: Severance Payment

The employment relationship between the City and Employee is employment at will and the only rights Employee has are those set out in the Agreement.

No severance shall be paid to nor earned by Employee if she is terminated for cause. If Employee is involuntarily terminated without cause before expiration of this Agreement (or any

extension thereof) albeit Employee is ready, willing and able to perform her duties, Employee is entitled to and City will pay a graduated severance payment equal to the value of one (1) month's salary for each two months (or portions thereof) of completed service to the City as Employee. This right begins as of on signing. The maximum severance Employee may accrue is payment equal to the monetary value of six (6) months' salary.

Payment of severance shall be made monthly, each payment being the value of one month's salary (less appropriate and lawful deductions) consistent with the graduated schedule. The right to said payment shall cease if, during the period of the scheduled payment, Employee accepts other employment or self employment. Employee has an affirmative obligation to notify the City upon acceptance of other employment.

Section 10: Hours of Work

This position is classified as a regular full-time employee. A regular full-time employee has completed the probationary period as defined in the City's Personnel Handbook and regularly and consistently works at least 40 hours a week. The parties recognize that Employee must devote time outside of normal office hours to City business. Employee shall be allowed to work a flexible workweek, subject to the City Administrator's review and direction.

Section 11: Outside Employment

Employee will not engage in any outside employment or consulting, including any self employment, without the prior written consent of the City Administrator. Employee will not perform any outside employment using City resources. Outside employment must not interfere or conflict with Employee's duties as Library Director.

Section 12: Indemnification

The City agrees to defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions and legal proceedings brought against Employee in her individual or official capacity as an employee of the City, consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Section 13: Bonding

City shall bear the full cost of any fidelity or other bonds required of the Employee by law.

Section 14: Other Terms and Conditions of Employment

Employee is entitled to those benefits enjoyed by other department directors or general City employees, except as otherwise may be provided in the Agreement.

Section 15: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the Employee relating to Employee's employment by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.

B. Modification. Nothing shall restrict the ability of the City and Employee to amend or adjust the terms of this Agreement. However, no amendment or adjustment shall be valid unless in writing and signed by both the City and Employee.

C. Mediation. Should any dispute arise between the parties regarding the terms of this Agreement or work or services covered thereby, it is agreed that such dispute is required to be submitted to a mediator prior to any other remedy available at law. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten days, or if the parties fail to agree on a mediator within ten days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon request of either party.

D. Effective Date. This Agreement is effective as of _____.

E. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expunction or judicial modification of the invalid provision.

F. Third-Party Beneficiaries. This Agreement does not create or grant any rights or benefits to or for any party other than City and Employee.

G. Waiver. No waiver is binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

H. Controlling Law. This Agreement is governed by Oregon law without respect to conflict of law principles.

SIGNED:

Irene Green, Library Director

Peter J. Boyce, City Administrator