

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of July, 2020 by and between the City of Willamina, an Oregon Municipal Corporation (hereinafter "City") and Kenna L. West (hereinafter "Employee").

RECITALS

WHEREAS, the City first appointed Employee as City Manager with the full authority of that position as provided in the Charter and relevant Ordinances of the City of Willamina on August 16, 2017; and

WHEREAS, Employee has served as City Manager since August 16, 2017 to the satisfaction of the City Council and has provided exemplary service to the City over the last three years, including the following:

- Wrote grants which resulted in the City receiving nearly \$1 million in grant funds to the benefit of the City and its citizens including:
 - Road paving and patching (over 20 roads paved or patched);
 - Water Infrastructure Emergency Funding;
 - Water Intake Relocation funding;
 - Park update and beautification funding;
 - Transportation System Plan Update funding;
 - Wayfinding/Economic Development funding;
 - Development Code Update funding; and
 - Many, many others.
- Brought the City's Water Enterprise Fund from long years of negative balance to a positive balance within 2 years;
- Created a Sheriff's Substation within the City of Willamina City Hall resulting in an increased deputy presence from not only the City's contract deputies, but rural deputies, and others which provides a stronger law enforcement presence in the City of Willamina, including two years with a drug dog on-site;
- Carefully shepherding the City and community as the Nation moves through the COVID19 crisis including but not limited to leading a joint application for Small Business grant funds for four communities, assisting the local food pantry to feed our community, aiding in the creation of the Willamina Community Assistance Program – Willamina Money Program, communicating pertinent information to the City's small businesses, and taking steps necessary to protect our community members;
- Unified a demoralized, "siloed", and ineffective team into a strong "City Team" with a resultant efficient, effective, and resilient employment base to better serve our community members;
- Refurbished City Hall at very little expense to the City and community to create a building our community can be proud of;
- Modernized and beautified our City Parks;
- Created a strong City reputation with our County, State, and Federal delegates;

- Created strong relationships with local business leaders, including our largest employer, and non-profit organizations that are housed or work within our City;
- Commenced the long-awaited and overdue water infrastructure update/repair/maintenance within two years of employment;
- Created strong partnerships with other cities, the Confederated Tribes of Grand Ronde, and the counties within which the City resides to leverage resources for the betterment of the Willamina community;
- In coordination with Senator Merkley's office, brought BLM to the table to discuss relocation of the BLM Shops from the middle of downtown;
- Replaced outdated, failing, or failed equipment at discounted and/or reduced prices, necessary for the Public Works Department to continue to serve our community;
- Created strong relationships with other governmental organizations that serve our community including the Willamina School District and the West Valley Fire District;
- Coordinated and continue to lead the City's membership in the Oregon Main Street Network opening up additional grants to the downtown businesses;
- Received three EXCELLENT audits since taking over as City Manager solidifying the City's now significantly stronger financial position; and
- Created a line of communication with community members via a monthly newsletter, open door policy, and a column in the local news outlet, The Bulletin Board, to foster stronger governmental transparency.

WHEREAS, Employee has spent considerable time and effort elevating the status of the City by serving on a number of Boards and Committees including:

- League of Oregon Cities Finance & Taxation Policy Advisory Board;
- League of Oregon Cities Community Development Policy Advisory Board;
- Interview Panels for Yamhill County, Yamhill County Sheriff's Office, City of Amity, Mid-Willamette Valley Council of Governments, and City of McMinnville;
- Oregon City/County Managers Association By-Law Committee;
- Mid-Willamette Valley Council of Governments Membership and Dues Committee;
- Yamhill County Economic Development Advisory Committee;
- Grant Review Subcommittee of the Yamhill County Economic Development Advisory Committee;
- Yamhill County Affordable Housing Board (Secretary); and
- Oregon Economic Development Association.

WHEREAS, the City is uniquely situated in two counties which requires additional work, expertise, and responsibilities including additional county meetings not necessary for city managers within one-county cities, knowledge of the processes and policies of two counties rather than just one, and the necessity to build relationships with leaders from two counties rather than just one; and

WHEREAS, Employee has been paid less than the average comparable city manager salary for the duration of her employment with the City; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to continue to retain the services of Employee; to make possible full productivity by assuring Employee's job security; to encourage Employee to take strong positions on issues consistent with Council policy; to set down precise terms of employment; and to provide a just means for terminating Employee's services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 – Duties

City agrees to employ Employee as City Manager of the City of Willamina to perform the functions and duties specified in the Charter of the City of Willamina and relevant Ordinances, and to perform such other legally permissible and proper duties as the City Council shall assign including but not limited to the following:

- Overall management, administration, and direction of City operations; and
- Hiring, disciplining, and firing of all City employee/agents/contractors except the Municipal Judge and the City Attorney; and
- Negotiating, executing, and administering City contracts within budget appropriations pursuant to City policy and Ordinances; and
- Providing policy advice to elected officials; and
- Maintaining open communications with the community to foster both responsive and courteous public service; and
- Work toward the achievement of goals set by the City Council; and
- Other duties as the City Council may from time to time assign.

Section 2 – Term

This Agreement commences at Midnight on August 15, 2020 and shall automatically renew annually thereafter.

Nothing in this Agreement limits, prevents, or otherwise interferes with the rights of the City Council to terminate the services of the Employee, subject only to the provisions set forth in this Agreement.

Nothing in this Agreement limits, prevents, or otherwise interferes with the rights of Employee to resign at any time from her position with the City, subject only to the provisions set forth in this Agreement.

Employee agrees to remain in the exclusive employ of the City during the term of this Agreement, unless Employee receives approval from City Council to hold outside employment.

Section 3 – Termination

This Agreement may be terminated by either the City or the Employee upon giving not less than sixty (60) calendar days written notice to the other party.

In the event the City terminates this Agreement, the City Council may, at its discretion, opt not to have Employee continue in her position during that sixty (60) day period; however, Employee shall receive her regular wages and have her health benefits paid for during that sixty (60) day period.

In the event Employee is terminated without cause (anything other than those reasons set forth below as grounds for a For Cause Termination) by the City Council, then the City agrees to pay Employee eight months of her regular salary paid in one lump sum. Further, the City shall either maintain Employee on their health insurance plan or pay the COBRA rate for eight months. This COBRA rate shall be paid on a monthly basis and the right to said payment ceases if during the eight month time frame Employee accepts employment with another employer that provides health insurance to Employee. Employee has an affirmative obligation to notify City upon acceptance of such other employment. In the event Employee fails to notify City of her employment, City shall have the right (but not the obligation) to seek recovery from Employee of any and all amounts improperly received.

No severance shall be paid to Employee for a For Cause Termination. The parties agree that the only grounds for a For Cause Termination are as follows:

- Employee's significant violation of any City rules, regulations, policies or Council directives that are now in existence or are from time to time established, other than minor traffic or code infractions; or
- Employee's illegal actions which involve personal gain or which detract from her ability to perform the essential functions of her position or reflect negatively upon the City; or
- Employee's dishonesty, dereliction of duty, gross neglect of duty, or excessive absence; or
- Employee's immoral conduct which reflects negatively upon the City or egregiously discourteous treatment of the public or fellow employees.

Section 4 – Evaluation

Evaluation of the Employee by the City Council may be conducted once annually during July utilizing procedures and instruments developed by the City Council. This evaluation may be either oral or in writing, at the discretion of Employee.

The Employee may request either an oral or written evaluation at a time other than July.

A majority of the Council may initiate either a written or oral evaluation of the Employee at any time.

The parties agree that the performance evaluation process defined herein is designed to ensure that the parties regularly communicate effectively on matters which relate to the conduct of City business.

Section 5 – Compensation and Other Benefits

The City agrees to pay Employee an annual salary of \$99,800, payable on the same schedule as it pays the City's regular employees subject to all withholdings required by law. It is understood by the parties, that Employee has been paid less than the average comparable City Manager salary for the past three years and that a recent City Administrator Salary Survey completed on April 1, 2020 of cities with a population of under 5,000, found that the average

City Administrator/City Manager Salary is \$100,446 annually and for those cities whose City Manager have similar years of experience, the average City Administrator/City Manager Salary is \$105,595 annually.

The parties further agree, that due to the extenuating circumstances which include the economic uncertainty resulting from the COVID19 Pandemic that this annual salary shall not go into effect until July 1, 2021 unless:

- It is expected that all employees with the City are undergoing a wage freeze beginning June 30, 2020 and ending June 30, 2021 with no increase in wages, except for an agreed upon COLA. Should the wage freeze either not be undertaken or be lifted at any time between June 30, 2020 and June 30, 2021, then Employee's annual salary of \$99,800 shall become effective and payable beginning on the date the event occurs, and shall continue as Employee's regular salary.

The parties agree that Employee's compensation will be adjusted from year-to-year based on the cost-of-living adjustments approved by City Council for all regular non-represented employees.

The parties further agree that in addition to the cost-of-living adjustment, the Employee shall receive a 3% annual "merit" increase beginning one year after her annual salary is increased to \$99,800, but not later than July 1, 2022, and shall continue on an annual basis every July 1st thereafter.

The City Council shall have the authority to increase the Employee's annual salary at their discretion upon a majority vote of the City Council.

Employee shall be entitled to take and be compensated for any City observed holiday occurring while she is employed with the City.

City agrees to pay the premiums for Employee's health care benefits in the same manner as it does all regular unrepresented City employees.

City agrees to pay the premiums for Employee's Life Insurance benefits up to the maximum provided by the insurance carrier or the Employee's Annual Salary, whichever is less.

City agrees to pay the premiums for Employee's long-term disability benefits.

City participates in the Public Employees Retirement System (PERS). Employer shall make Employee's contribution to PERS on behalf of Employee as provided by Oregon Law. That contribution amount is currently 6%. Should this amount change, then the City will pay the changed contribution amount, however, no less than 6%.

Employee shall accrue Administrative Leave in accordance with the City's current policy of 8 hours per month. Administrative Leave shall be used at Employee's discretion, subject to the City's needs. Employee shall not be entitled to receipt of monetary compensation for any unused accrued Administrative Leave.

Employee shall accrue vacation at a rate of one hundred and twenty (120) hours per year through December 31, 2020. Thereafter, Employee shall accrue an additional eight (8) hours of annual vacation each year beginning on January 1, 2021 and continuing annually throughout her employment.

Employee has historically used her personal cell phone during her employment with the City. This has resulted in a benefit to the City in that it does not have to purchase a cell phone for Employee, as it has purchased for other employees, nor has the City had to pay for the Employee's data plan. Upon commencement of this Agreement, the City shall pay Employee the sum of \$50.00 per month for a cell phone allowance as long as she continues to use her personal cell phone for City business.

City agrees that Employee shall accrue sick time at the same rate as a regular, non-represented employees and that Employee shall be eligible for all other benefits that regular non-represented employees receive.

Section 6 – Professional Development

To the extent funds are available and budgeted by the City Council, Employee may at City's expense participate, as she deems appropriate, in professional associations, short courses, seminars, conferences, or other professional association and/or development activities which include, but are not limited to the International City Management Association (ICMA), Oregon State Bar (OSB), Oregon City/County Managers Association (OCCMA), and/or Oregon Economic Development Association (OEDA).

Section 7 – Other Terms and Conditions of Employment

The City Council shall fix any such terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

All provisions of the City Charter, Municipal Code, City Ordinances, and other regulations and rules of the City as they now exist or hereinafter may be amended also shall apply to Employee as they would to other employees of the City. Employee is subject to the Personnel Policy Handbook to the extent it does not conflict with the terms of this Agreement, and if there is a conflict, it is understood that this Agreement shall take precedence.

Section 8 – General Provisions

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

Nothing shall restrict the ability of the City and Employee from amending or adjusting the terms of this Agreement. However, no amendment or adjustment shall be valid unless in writing and signed by both an authorized representative of the City Council on behalf of the City and Employee. Employee reserves the right to discuss the terms of this Agreement with the City Council as a whole in either closed Executive Session or open Regular Session as state law allows and as Employee deems appropriate.

Employee is an active member of the Oregon State Bar. The City is free to have its own, separate, independent legal representative review this document.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Should a dispute arise between City and Employee regarding the terms of this Agreement, it is agreed that such dispute is first required to be submitted to a mediator prior to arbitration. Employee and City shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in McMinnville, Oregon, unless both parties agree otherwise. Both City and Employee agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If either party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the Presiding Judge of the Yamhill County Circuit Court upon request of either party.

In the event the parties have a dispute concerning the terms of this Agreement, terms and conditions of the employment relationship, or the violation of any federal, state, or local law relating to the employment relationship (and they have not otherwise resolved the matter through the mediation process set out above), then the dispute shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Each party shall bear equally the expense of the arbitrator and all other expenses of conduction the arbitration. Each party shall bear its own expenses for witnesses, depositions, and attorneys.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

City of Willamina by


Ila Skyberg, Mayor


Kenna L. West