



City of Eagle Point

City Council – Special Meeting

Teleconference Meeting Agenda

March 31, 2020

Council Chambers via Teleconference

Public Access by calling (617) 691-8419

Please Note: Do not dial “1” first. A PIN number is not needed to access the meeting. Please stay on the line when you call in. There may be a slight delay when calling in and speaking. If a member of the public does not have phone access, they may use the courtesy phone inside of the lobby at City Hall, 17 Buchanan Avenue South, Eagle Point, Oregon.

1. CALL TO ORDER – 6:00 P.M.
2. NEW BUSINESS
 - 2.1 Resolution No. 2020-11. A Resolution approving an Employment Agreement with a new City Administrator.
3. ADJOURN

*AGENDA AND MEETING PACKETS ALSO AVAILABLE ON WEBSITE (www.cityofeaglepoint.org)
If a physical accommodation is needed to participate in this meeting, please contact the City Recorder at 541-826-4212 ext. 106 or TTY/TDD 711 or 800-735-2900. Notification of at least 48 hours prior to the meeting will assist the City in providing reasonable accommodations. (28 CFR 35.102-35.104 ADA Title II).*

**BUSINESS OF THE CITY COUNCIL
EAGLE POINT, OREGON**

AGENDA STATEMENT

Item Number: 2.1
Meeting Date: March 31, 2020

ITEM NO. 2.1: Resolution No. 2020-11. A Resolution approving an Employment Agreement with a new City Administrator.

SUBMITTED BY: Henry Lawrence, City Administrator

SUMMARY EXPLANATION: Upon receiving the retirement notice provided by City Administrator, Henry Lawrence, a search process was conducted by the City Council. Candidates were selected and interviewed for the position of City Administrator. A preferred candidate has been identified and a successful background investigation completed.

An Employment Agreement is attached as Exhibit A to Resolution No. 2020-11. Prior to approval of the Resolution, the City Council will have met earlier in the day in an Executive Session pursuant to ORS 192.660(2)(a), To consider the employment of a public officer, employee, staff member or individual agent. Afterwards, the City Council will meet via teleconference at 6:00 p.m., to deliberate this item in open session with public access.

APPROVED FOR SUBMITTAL:

H 3/27/20

Henry Lawrence, City Administrator

STAFF RECOMMENDATION: Staff recommends approval.

RESOLUTION NO. 2020-11

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT
WITH A NEW CITY ADMINISTRATOR.**

WHEREAS, due to the retirement notice provided by City Administrator Henry Lawrence, a search process was conducted by the City Council and interviews completed with selected candidates for the position of City Administrator; and

WHEREAS, a preferred candidate has been identified and a successful background investigation completed; and

WHEREAS, an employment agreement has been drafted and reviewed by all parties, attached hereto as Exhibit A.

Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE POINT, OREGON, THAT:

1. An Employment Agreement for a new City Administrator shall be approved with

_____.

Passed in open session on the 31st day of March, 2020.

Ruth Jenks, Mayor

ATTEST:

Cindy Hughes, City Recorder

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into this ____ day of March, 2020, by and between the City of Eagle Point, Oregon, herein after referred to as "CITY", and _____, herein after referred to as "EMPLOYEE".

Now, therefore, in consideration of mutual covenants contained herein and for the consideration herein specified, CITY and EMPLOYEE agree as follows:

SECTION 1 - EMPLOYMENT, DUTIES AND AUTHORITY. CITY hereby agrees to employ EMPLOYEE as City Administrator, and EMPLOYEE agrees to accept said employment. The authority and duties of EMPLOYEE, consistent with state law, city charter, ordinance, resolution and policy, shall include, but not be limited to the following:

- A. The overall management, administration, direction and coordination of CITY operations.
- B. The hiring, disciplining and firing of CITY employees, subject to applicable law and any firing or grievance procedures then in effect as set forth in any contract with association of CITY employees.
- C. The administration of CITY contracts pursuant to CITY policy, ordinance and resolution.
- D. The purchase of equipment and supplies within budget appropriations.
- E. The advising of elected officials concerning policy matters and open communication with the community so as to foster responsible and courteous public services.
- F. The performance of such other legally and permissible and proper duties and functions as CITY may from time to time hereafter require and assign to EMPLOYEE, including but not limited to those set forth in the City of Eagle Point job description for City Administrator.
- G. Act as Department Director as required.

SECTION 2 - TERM. The term of this agreement shall be for two (2) years commencing on _____ and expiring on _____. This agreement shall be continued for an additional two (2) year period unless either party requests it be revisited and/or revised at least 30 days prior to the expiration thereof.

- A. The CITY shall have the right to terminate EMPLOYEE at any time, without notice, for good cause, including, but not limited to:
 - i. Any form of dishonesty, criminal conduct, conduct involving moral turpitude, or other conduct which adversely reflects on the City's operations or reputation.
 - ii. The refusal of EMPLOYEE to comply with the CITY'S instructions, policies or rules.
 - iii. Continuing or repeated issues with EMPLOYEE'S performance or conduct or EMPLOYEE'S inattention to duties.
 - iv. Any material breach of EMPLOYEE'S obligations under this agreement.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY, giving a minimum of 30 days' notice, nor with the right of the CITY to terminate EMPLOYEE at any time, subject only to applicable law and the terms of this Agreement.
- C. EMPLOYEE agrees to remain in the exclusive employ of CITY during the term of this Agreement, and neither to accept nor to become employed by any other employer until this contract expires by its own terms or otherwise terminates, or unless by authorization of the City Council. This shall not prohibit EMPLOYEE from making personal investments. However, the EMPLOYEE shall be restricted from investments that would require city review and approval as part of a normal land use development plan.

SECTION 3 - TERMINATION AND SEVERANCE.

- A. In the following instances where EMPLOYEE'S employment is terminated prior to the expiration of this Agreement, or any extension or renewal thereof, CITY shall pay EMPLOYEE in full satisfaction of any and all claims EMPLOYEE has or may have against CITY as of the date of said termination or thereafter, a lump sum severance payment equal to six (6) months' pay, any accumulated vacation time and any other salary compensation due where:
 - i. Employee is voluntarily terminated by CITY for reasons other than misconduct or neglect of duties or as listed in Section 2-A, and EMPLOYEE is otherwise willing and able to perform the assigned duties.
 - ii. CITY reduces the salary or other financial benefit of EMPLOYEE, or upon CITY'S continuing failure to comply with any other terms or provision of this Agreement following thirty (30) days' advance notice of such failure to CITY by EMPLOYEE or following a request by Mayor and CITY Council, that EMPLOYEE resign and EMPLOYEE, within thirty (30) days of such event, in writing delivered to the Mayor and CITY Council, deems this Agreement to be involuntarily terminated and resigns.
- B. If EMPLOYEE voluntarily resigns his position before the expiration of said term of employment, EMPLOYEE shall give CITY at least thirty (30) days' advance notice. Accrued sick leave shall not be compensated upon termination or resignation but CITY shall pay only accumulated vacation leave and any base salary compensation due through Employee's last day of employment, and Employee will not be eligible for any severance payment under paragraph 3A of this agreement.

SECTION 4 – SALARY, HOURS OF WORK AND BENEFITS.

- A. CITY agrees to pay EMPLOYEE compensation in the amount set by City Council payable in the same installments and in the same manner as other employees of CITY are paid. EMPLOYEE'S salary shall be set by the annual budget approved by Council. EMPLOYEE'S starting salary shall be \$ 9,187.31 per month. No overtime or compensatory time off is payable. Salary payment shall be subject to withholding, applicable taxes, FICA, the employee's portion of the International City Management Association (ICMA)

Retirement Corporation (RC) 401 Retirement Plan, and other deductions allowed or required by this agreement or applicable law.

- B. It is expected that Administrator shall devote more than forty (40) hours per week to his duties.
- C. During the term of this Agreement, EMPLOYEE shall be entitled to the same vacation time accrued by other city employees based on years of service as outlined in the adopted employee handbook.
- D. EMPLOYEE shall be entitled to one (1) sick day of leave per month of employment and may accumulate a maximum of ninety (90) days sick leave as of any anniversary date of his initial employment with CITY. EMPLOYEE shall not receive compensation in lieu of sick leave.
- E. EMPLOYEE shall be entitled to paid time off for the defined Holidays outlined in the adopted employee handbook. In addition to the defined holiday leave EMPLOYEE shall be entitled to three (3) additional floating holidays annually.
- F. EMPLOYEE shall receive the same medical, vision, and dental benefits accorded other CITY employees.
- G. CITY agrees to pay employer's portion of contribution to the International City Management Association (ICMA) Retirement Corporation (RC) 401 Retirement Plan.
- H. A performance and salary evaluation of EMPLOYEE by the City Council may be conducted after six (6) months of service and annually thereafter.

SECTION 5 - GENERAL PROVISIONS.

- A. CITY encourages the professional growth and development of EMPLOYEE and encourages participation in professional associations, seminars and conferences, as EMPLOYEE deems appropriate, subject to prior Council approval. CITY shall pay travel, subsistence and registration costs as its policy and budget allows.
- B. CITY shall provide the use of a city pool vehicle to use in the course of employment and provide for its insurance, operation, maintenance and periodic replacement. Said vehicle shall only be used for work purposes and shall not be used in commuting to and from work.
- C. CITY agrees to defend, hold harmless, and indemnify EMPLOYEE from any and all demands, claims, suits, actions and legal proceedings brought against EMPLOYEE if EMPLOYEE was acting within the scope of his employment. Scope of employment shall include only those actions or activities which are either directed or prescribed by appropriate authority or which are directly necessary to carry out the directive and prescribed activities of the CITY and specifically shall not include any activities which have been proscribed by the city or which are contrary to law or public policy.
- D. Nothing shall restrict the ability of CITY and EMPLOYEE to mutually and in writing amend or adjust the terms of this Agreement. EMPLOYEE reserves the right to discuss the terms or termination of this Agreement with Council as a whole in either closed executive or regular session as state law allows and as EMPLOYEE deems appropriate.

- E. The text herein shall constitute the entire agreement between the parties and any oral understandings not included herein are not binding upon the parties, excepting of course directions by the City Council. This Agreement may be amended only in writing by the mutual agreement of the parties. This agreement shall be binding and inure to the benefit of the parties, their successor, personal representatives and assigns.
- F. EMPLOYEE shall maintain residency within the city limits of Eagle Point.
- G. If any provision, or 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 and shall not affect the validity of the remainder of this agreement, and this Agreement shall remain in full force and effect.

SECTION 6 – NOTICES

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: City of Eagle Point
c/o Mayor
P.O. Box 779
Eagle Point, OR 97524
- (2) EMPLOYEE: _____
Street Address
City, State, Zip
(or any address given to the City by _____ as current address)

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the date first hereinabove written.

CITY OF EAGLE POINT “CITY”

“EMPLOYEE”

By: _____
Mayor Ruth Jenks Date

By: _____
Name Date

Approved as to Form:

By: _____
City Attorney Date