

CITY OF OAKRIDGE - CITY RECORDER/FINANCE DIRECTOR
EMPLOYMENT AGREEMENT

SECTION 1: PARTIES

THIS AGREEMENT is made and entered into this 13th day of March, 2005, by and between the City of Oakridge, Lane County, State of Oregon, an Oregon municipal corporation, thereafter referred to as "City" and _____, hereinafter referred to as "City Recorder," both of whom agree and understand as follows:

SECTION 2: RECITALS

WHEREAS, City desires to employ the services of _____ as the City Recorder for the City of Oakridge as provided by the Charter; and

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

WHEREAS, _____ has successfully completed her six month probation period as City Recorder; and

WHEREAS, it is the desire of City to:

1. Retain the services of City Recorder and to provide inducement for City Recorder to remain in such employment;
2. Make possible full work productivity by assuring City Recorder morale and peace of mind with respect to future security;
3. Act as deterrent against malfeasance or dishonesty for personal gain on the part of City Recorder;
4. Provide a just means for terminating City Recorder services at such time as she may be unable to discharge her duties; and

WHEREAS, _____ desires to be employed as City Recorder of City of Oakridge, Lane County, Oregon;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and City Recorder agree as follows:

SECTION 3: DUTIES

City hereby agrees to employ _____ as City Recorder of the City of Oakridge, Lane County, Oregon, to perform the functions and duties specified in the Charter, the ordinances, and the resolutions of City, and as required by state and federal law to perform other legally permissible and proper duties and functions as City shall, from time to time, assign. City Recorder obligations may not assign or transfer to any other person, firm, or corporation, any of her obligations under this Agreement, without the prior written consent of City.

SECTION 4: TERM

- A. The term of this Agreement shall begin on March 13, 2005 and shall terminate on June 30, 2007.
- B. If notice is given that the contract is not going to be renewed at least 180 days prior to the end of the agreement, the provisions of Section 5: A. regarding severance pay are not applicable.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate the services of City Recorder at any time, subject only to the provisions set forth in Section 5 of this Agreement.
- E. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City Recorder to resign at any time from City Recorder's position with City, subject only to the provisions set forth in Section 5 of this Agreement.

SECTION 5: DISCIPLINE AND TERMINATION

A. TERMINATION WITHOUT CAUSE BY CITY

City may terminate this Agreement and City Recorder, at the pleasure of City Administrator as provided in the City Charter. In such event, City Recorder shall be paid on the date of termination, a lump sum cash equivalent to three (3) months of salary, less all amounts required to be withheld and deducted. In addition, City Recorder shall be entitled to compensation for all earned but unused vacation, subject to this Agreement. For the duration of the severance term, City shall pay the cost to continue all health insurance benefits as provided under this Agreement. City Recorder acknowledges that this contract provision cannot be changed or modified by any statement or policy of City which would tend to indicate that City Recorder may not, at any time, be dismissed without cause, or that City Recorder is other than an "at will employee." Acceptance of severance by City Recorder shall constitute a waiver and release of all claims of City Recorder and any persons legally entitled to assert claims as a result of City Recorder's dismissal against the City, its mayor, council, employees, volunteers, agents or representatives, whether known or unknown to City Recorder at the time such severance pay is accepted.

B. TERMINATION WITHOUT CAUSE BY CITY RECORDER

City Recorder may terminate this Agreement upon 60 days written notice to City.

In such event, City Recorder shall continue to render services and shall be paid her regular compensation up to the date of termination. No benefits as set forth in Section 5: A. above shall apply.

C. DISCIPLINARY ACTION OR TERMINATION FOR CAUSE

City may terminate City Recorder for cause as a result of violation of any of City's policies or directives, because of illegal action involving personal gain, or crimes of

moral turpitude. City Recorder shall receive notice of any charges against her and possible sanctions being considered. City Recorder shall also be advised of the date and time when City will consider charges and possible sanction. She will be afforded an opportunity to refute the charges, either orally or in writing, before the City Administrator, and to have representation of her choice at the hearing. Available options to City other than termination include oral or written reprimand and suspension with pay. In addition to the above, grounds for removal include:

- (1) Incompetence, inefficiency or inattention to or dereliction of duty.
- (2) Dishonesty, intemperance, addiction to drugs or controlled substances, immoral conduct, insubordination or discourteous treatment of the public or fellow employees.
- (3) Any other willful failure of good conduct tending to injure the public service.
- (4) Neglect of duty and excessive absence.

No benefits as set forth in Section 5: A. above shall apply.

SECTION 6: SALARY

City hereby agrees to pay City Recorder for services rendered pursuant to an annual salary effective the July 1, 2005, of hire of thirty-four thousand nine hundred and twenty dollars (\$34,920) payable in installments at the same time as other employees of City are paid.

In addition, City agrees to increase said base salary and/or other benefits of City Recorder in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual salary review of said City Recorder made at the same time as similar consideration is given to other administrative City employees generally.

SECTION 7: PERFORMANCE EVALUATION

- A. City Administrator shall formally review and evaluate the performance of City Recorder annually. Said review and evaluation shall be in accordance with specific criteria developed by City. Said criteria may be added to or deleted from as the City may, from time to time, determine. Further, the City Administrator shall provide City Recorder with a written summary statement of the findings and provide an adequate opportunity for City Recorder to discuss her evaluation with the Council.
- B. In effecting the provisions of this section, the City Council and City Recorder mutually agree to abide by the provisions of the applicable Oakridge Charter, ordinances, resolutions, rules and federal and state law.
- C. Nothing in this provision prohibits the City Administrator from performing informal reviews and evaluations as he deems appropriate.

SECTION 8: VACATION AND SICK LEAVE

City Recorder shall accrue vacation and sick leave at the rate provided for other employees of City with 4-7 years of service with the city as provided within the City's Personnel Policy. All limits and policies of City that affect other City employees' use of vacation and sick leave shall apply to City Recorder.

SECTION 9: HEALTH AND LIFE INSURANCE

City agrees to put into full force and effect, appropriate insurance coverage as provided other employees of City.

SECTION 10: RETIREMENT

City agrees to pay the Public Employee Retirement System (PERS) retirement for City Recorder, including both City's and City Recorder's contributions, at the same rate as that provided to all administrative employees of City.

SECTION 11: DUES, SUBSCRIPTIONS AND DISCLOSURES

- A. City hereby agrees to pay the travel and subsequent expenses of City Recorder for professional and official travel, meeting, and occasions adequate to continue the professional development of City Recorder and to pursue adequately necessary official and other functions of City. All such activities shall be included for review as part of the City's budget process. All out-of-state travel shall be pre-approved by City Administrator.
- B. Membership and participation on any Board of Directors of any professional organization, or committees thereof, shall be at the expressed consent of the City Administrator.
- C. City Recorder is required to disclose any outside activities or interests that conflict, or may conflict, with the best interests of the City. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to an activity that City Recorder may be involved with on behalf of City.

SECTION 12: GENERAL EXPENSES

City recognizes that certain expenses of a non-personal and generally job-related nature are incurred by City Recorder, and hereby agrees to reimburse said expenses, upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits, and in compliance with policies of City.

SECTION 13: BONDING

City shall bear the full cost of any fidelity or other bonds required of City Recorder under any law or ordinance.

SECTION 14: INDEMNIFICATION

City agrees to defend, hold harmless and indemnify City Recorder from any and all demands, claims, suits, actions and legal proceedings brought against City Recorder in her official capacity as agent and employee of City, to the extent required pursuant to the Oregon Tort Claims Act, ORS 30.260 to 30.300.

SECTION 15: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

SECTION 16: CONFIDENTIALITY

- A. City Recorder recognizes that City has and will have future plans, business affairs, employment, legal, and litigation matters, and other proprietary information that are valuable, special and unique assets of City and need to be protected from improper disclosure. City Recorder agrees not to, at any time or in any manner, either directly or indirectly, use any information for her own benefit, or divulge in any manner to any third party without the prior written consent of City. City Recorder will protect the information as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
- B. If it appears that City Recorder has disclosed (or has threatened to disclose) information in violation of this Agreement, City shall be entitled to an injunction to restrain City Recorder from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. City shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
- C. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

SECTION 17: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed as follows:

City	City Administrator City of Oakridge P.O. Box 1410 Oakridge, OR 97463
City Recorder	_____ _____ _____

Either party may change such addresses from time to time by providing written notice to the other in the manner set forth above.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or alternative method where actual notice is shown. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 18: GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties and replaces any previous written or oral agreement.
- B. This Agreement shall be binding upon and inure to the benefits of the heirs at law and executors of City Recorder.
- C. This Agreement shall become effective commencing the 13th day of March, 2005.
- D. If any provision or any portion thereof, contained in this Agreement is held 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.
- E. Upon termination of this Agreement, City Recorder shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in City Recorder's possession or under her control and that are City's property or relate to City's business.
- F. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- G. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- H. Laws of the State of Oregon shall govern this Agreement.

IN WITNESS WHEREOF, the City of Oakridge has caused this Agreement to be signed and executed in its behalf by its City Administrator and City Recorder has signed and executed this Agreement, both in duplicate.

Dated this 8th day of March, 2005.

CITY OF OAKRIDGE

By: _____
Gordon Zimmerman, City Administrator

Date: March 8, 2005

CITY RECORDER

By: _____
Chantell Hayson

Date: March 8, 2005