

ORIGINAL
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WITH
Resolution
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EMPLOYMENT AGREEMENT
between
The City of Lafayette, Oregon
and
Philip A. Lieberman

THIS EMPLOYMENT AGREEMENT, made and entered into this 1st day of December, 2000, by and between the CITY OF LAFAYETTE, OREGON (hereinafter referred to as "CITY") and PHILIP A. LIEBERMAN (hereinafter referred to as "EMPLOYEE").

WITNESSETH

WHEREAS, CITY and EMPLOYEE wish to have a written agreement setting out their respective understandings of the duties EMPLOYEE is to have as the City's City Administrator and thereby creating a professional and businesslike relationship

NOW THEREFORE, in consideration of mutual covenants herein contained and for consideration herein specified, the CITY and EMPLOYEE mutually agree:

SECTION 1. EMPLOYMENT, DUTIES AND AUTHORITY.

The CITY has agreed to employ PHILIP A. LIEBERMAN as its City Administrator and EMPLOYEE agrees to accept said employment.

The authority of EMPLOYEE, consistent with state law, City Charter and ordinance shall include but not be limited to the following:

- the overall management, administration and direction of City operations;
- the hiring and disciplining of all City employees and agents except Municipal Judge, City Attorney, City Planner and City Engineer;
- the negotiation, execution and administration of City contracts within budget appropriations pursuant to City policy and ordinance;
- providing policy advice to the City Council; and
- open communication with the community to foster responsive and courteous public service.

The City Council agrees to the principle of non-interference in the administration as necessary to orderly and efficient implementation of Council policy. The Council both collectively and individually agree to direct any concerns or communications concerning the administration of the City through EMPLOYEE. EMPLOYEE agrees to respond promptly to all inquiries from the City Council whether made individually or collectively.

SECTION II. TERM; EXCLUSIVITY OF EMPLOYMENT.

- A. This Agreement shall commence on December 1, 2000 and continue thereafter indefinitely until terminated in accordance with the provisions set forth in this Agreement. However, it is understood that nothing in this Agreement prevents, limits or otherwise interferes with the right of the City, acting through its City Council, to terminate the services of EMPLOYEE at any time subject only to the provisions set forth in this Agreement.

- B. **EMPLOYEE** agrees to remain in the exclusive employ of the **CITY** during the term of this Agreement.

SECTION III. TERMINATION AND SEVERANCE.

- A. **Termination Without Cause.** This Agreement may be terminated by the **CITY** for any reason whatsoever upon giving not less than thirty (30) calendar days written notice to **EMPLOYEE** of its intention. In the event **EMPLOYEE** is terminated by the City as City Administrator without cause the City shall pay to **EMPLOYEE** a severance payment equal to six (6) months salary, less taxes and other allowable and lawful deductions.
- B. **Termination For Cause.** In the event of a termination under this provision, this Agreement shall not be deemed to construe a waiver of statutory or constitutional rights or remedies otherwise available to the **EMPLOYEE**. **EMPLOYEE**'s employment with the **CITY** may be terminated immediately in the sole discretion of the **CITY**, acting by and through its City Council upon the occurrence of any of the following events:
1. **EMPLOYEE** fails or refuses to comply with the written policies, standards and regulations of the **CITY** that are now in existence or are from time to time established;
 2. The **CITY** has reasonable cause to believe **EMPLOYEE** has committed fraud, misappropriated City funds, goods or services to **EMPLOYEE**'s own benefit and/or other similar acts of misconduct such that the City is injured thereby; or
 3. **EMPLOYEE** fails to perform faithfully or diligently **EMPLOYEE**'s duties as City Administrator.

SECTION IV. SALARY, HOURS OF WORK, VACATION AND SICK LEAVE.

- A. **Salary.** Commencing on December 1, 2000 and continuing thereafter through the term of this Agreement, the City will pay **EMPLOYEE** an annualized salary of \$45,000, less taxes and other allowable and lawful deductions. Said salary shall be paid at the same intervals as the City pays its other employees.
- B. **Vacation.** **EMPLOYEE** shall accrue vacation at the rate of twelve (12) hours per calendar month (beginning with December, 2000). In the event employment with the **CITY** is terminated, voluntarily or otherwise, **EMPLOYEE** shall be paid an amount equal to the value of **EMPLOYEE**'s accrued vacation hours. **EMPLOYEE** agrees he shall not use nor combine his accrued vacation, holiday and/or administrative leave in such a way as to be out of the City for a period in excess of ten (10) business days without the prior consent of the Mayor.
- C. **Holiday Benefit.** **EMPLOYEE** shall receive payment for all City observed holidays.
- D. **Sick Leave.** **EMPLOYEE** shall accrue sick leave at the rate consistent with the City Employee Handbook.
- E. **Administrative Leave.** **EMPLOYEE** shall accrue four (4) hours of paid administrative leave for each month of service as City Administrator commencing with December, 2000.

SECTION V. RETIREMENT, DISABILITY AND HEALTH INSURANCE.

- A. **Retirement.** The CITY agrees to pay all amounts required of either the employer or the EMPLOYEE under Oregon's Public Employees Retirement System (PERS).
- B. **Health Insurance.** The CITY agrees to provide coverage and make required premium payments for EMPLOYEE and EMPLOYEE's dependents for comprehensive medical and dental plans as provided in the City Personnel Policies or Employee Handbook.

SECTION VI. PROFESSIONAL DEVELOPMENT; VEHICLE REIMBURSEMENT; BUSINESS EXPENSE.

- A. The CITY encourages the professional growth and development of EMPLOYEE and encourages participation, as EMPLOYEE deems appropriate, in professional associations, short courses, seminars and conferences including, but not limited to: membership in the International City Management Association (ICMA), the League of Oregon Cities (LOC) and the Oregon Municipal Finance Association (OMFA). The CITY expects EMPLOYEE to attend the LOC Annual Conference. EMPLOYEE may attend the ICMA Northwest Regional Conference as long as the conference is held in Oregon or Washington and funds permit EMPLOYEE's attendance to it and the LOC conference. The CITY shall permit a reasonable amount of time for EMPLOYEE to attend and the CITY shall pay for the direct costs necessary for travel, subsistence and registration subject to reasonable availability of funds and as approved in the annual budget.
- B. In the event EMPLOYEE uses EMPLOYEE's personal vehicle on CITY business, the CITY shall provide monthly vehicle expense reimbursement at the then current federal auto allowance rate.
- C. The CITY recognizes that certain expenses are incurred by EMPLOYEE on behalf of the CITY and agrees to reimburse or pay said expenses upon receipt of appropriate confirmation.

SECTION VII. PERFORMANCE EVALUATION.

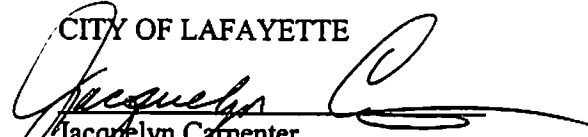
- A. The Mayor and the City Council shall periodically identify concerns to EMPLOYEE either by informal discussions with EMPLOYEE or more formally.
- B. In the event the CITY determines that the performance of EMPLOYEE is unsatisfactory in any respect or needs improvement in any area, the CITY shall describe these concerns in writing and with reasonable detail or with specific examples so as to be objective and positive in nature.


SECTION VIII. GENERAL PROVISIONS.

- A. **Professional Liability.** 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 EMPLOYEE's individual capacity, or in EMPLOYEE's official capacity as agent and employee of the CITY, consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

- 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. 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.
- C. **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be invalid or unenforceable, the remainder shall be deemed severable and shall not be affected, but shall remain in full force and effect.
- D. **Attorneys Fees.** If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.
- E. **Mediation.** Should any dispute arise between the parties regarding the terms of this Agreement or the terms of any Exhibit or work or services covered thereby, it is agreed that such dispute will be submitted to a mediator prior to any litigation. 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 Yamhill County Circuit Court upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section.
- F. **Integration.** This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

IN WITNESS WHEREOF, the CITY OF LAFAYETTE, OREGON has caused this Agreement to be signed and executed by Jacqueline Carpenter, its Acting Mayor and PHILIP A. LIEBERMAN has signed and executed this Agreement, both in duplicate, the day and year first written above.

CITY OF LAFAYETTE

Jacquelyn Carpenter
Mayor pro tempore

EMPLOYEE

Philip A. Lieberman

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