



City of Union

Agenda

Council Special Meeting Meeting

Monday, June 26, 2023 @ 7:00 PM

**Leonard Almquist Council Chambers, 342 S. Main St,
Union, OR 97883**

	Page
1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL:	
Mayor:	Hawkins
Councilors:	Farmer, Cox, Black, Blackburn, Middleton and Boyer-Davis
2. NEW BUSINESS:	
Public comment is welcome on each subject addressed under the public comment rules stated below.	
2.1. City Admin Recruitment	2 - 3
Recruitment Options - Pdf	
2.2. City Administrator's Contract	4 - 11
Admin contract 2023-2026	
3. ADJOURNMENT:	



Memorandum

Subject: City Admin Recruitment
Meeting: Council Special Meeting - Jun 26 2023
Prepared For: Mayor and Members of Council
Staff Contact: Doug Wiggins,

BACKGROUND INFORMATION:

City Administrator has submitted a letter of resignation from the City of Union. The City needs to begin looking at how best to recruit for the position.

FINANCIAL IMPACT:

WorkSource Oregon is a free service and markets within its own website along with providing minimal screening services. LGPS provides full service recruitment listing on multiple websites and providing support through the whole recruiting process including background and reference checks. Their service for Cities our size could cost up to \$12,500 although is a la carte and can reduce if he City choses to do some of the steps itself.

POLICY IMPLICATIONS:

This is not a budgeted item and therefore requires Council's approval in order to move forward with LGPS. WorkSource being free requires no action other than showing Council's support for that process.

RECOMMENDATION:

To choose a recruiting method for the Mayor to proceed with.

ATTACHED:

[LGPS Executive Recruitment Services](#)

LGPS Executive Recruitment Services

MARPLE Stacey L <SMARPLE@lcog.org>

Fri 6/16/2023 1:18 PM

To: Doug Wiggins <dougwiggins@cityofunion.com>

Good afternoon, Doug,

Thank you for visiting with me about the LGPS Executive Recruitment package. And, again, Congratulations on your new appointment.

Below is a summary of our package and process. We are flexible in providing whatever level of support the organization may need in procuring the next City Manager (or other leadership roles).

Full Package

- Determine Project Parameters (with council or other hiring authority)
- Position Description Review, Recommendations
- Screening Tool Review, Recommendations (Application materials, interview questions, etc...)
- Job Sourcing (Develop and Execute Job Posting & External Advertising)
- Job Board Hosting (LCOG/LGPS Website) Includes social media outreach
- Application Tracking and Screening
- Interview Screening Round 1, Conduct Interviews & Make Recommendations
- Interview Screening Round 2, Logistical Coordination (Schedule finalists with hiring authority)
- Reference Checking
- Background Checks
- Prepare Offer Letter
- Do Not Exceed: We generally work on a do-not-exceed basis. Labor hours and direct charges are tracked frequently and we invoice quarterly.
- Most recently, our Executive Recruitments for comparable positions with similar entities have cost the entity around \$7500-\$12,500 depending on level of participation.

Process:

1. LGPS and Entity finalize project scope
2. LGPS prepares estimate or project proposal
3. Upon approval, LGPS creates an IGA (intergovernmental agreement) and routes for approvals
4. LGPS and Entity begin project
5. LGPS invoices entity quarterly

Our Membership & Fee Schedule **You do NOT need to be a member in order to work with us.*

[Membership Information](#) | [Lane Council of Governments Oregon \(lcog.org\)](#)

Interim Roles

I will work with my team to inquire about any potential interim interest.

If you would like to visit over TEAMS or Zoom, let me know!

Stacey Marple

Program Manager | Local Government Personnel Services

Lane Council of Governments

Ph: (541) 682-3638

Employment Agreement

This Employment Agreement is made and entered into this 14th day of February 2023, by and between the **City of Union**, a municipal corporation, ("City") and **Douglas C. Wiggins**, ("Employee").

Section 1: Term and Employment

A. The term of this Agreement shall begin on March 1, 2023 and shall terminate on February 28, 2026 unless terminated by either party as provided for in Section 9.

B. The Employee shall serve at the will of City. In the event that Employee is terminated, as defined in Section 9 of this Agreement, Employee shall be paid for all salary and benefits accrued through the date of termination as otherwise set out in this Agreement and, if applicable, all severance as set forth in Section 10 of this Agreement.

Section 2: Duties and Authority

City hereby agrees to employ Employee as City Administrator/Recorder of the City of Union, Union 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. Employee may not assign or transfer to any other person, firm, or corporation, any of his obligations under this Agreement, without the prior written consent of City.

Section 3: Compensation

A. City agrees to pay Employee an annual base salary of \$80,000.00 payable in installments at the same time that the other employees of City are paid.

B. City agrees to pay \$40.00 per month to Employee for contribution to Employee's cellular phone costs. Employee acknowledges that use of his personal cell phone for City business requires compliance with State and federal open public records, and records retention and management policies of City.

Section 4: Health, Disability and Life Insurance Benefits

A. City agrees to provide and to pay \$150.00 per month to Employee's HRA-VEBA account. Employee waives any obligation on the part of City to pay any premiums for health insurance for Employee and his dependents.

City further agrees to make additional payments into Employee's HRA-VEBA account as follows:

1. A payment of \$2000.00 on July 31, 2023;
2. A payment of \$2000.00 on July 31, 2024; and
3. A payment of \$2000.00 on July 31, 2025.

B. City agrees to make required premium payments for Workers Compensation Insurance and long-term disability insurance for Employee in the same manner as for all other employees of the City of Union.

Section 5: Vacation, Sick, and Administrative Leave

A. Employee shall be credited with 12 days of vacation leave per year and 40 hours of paid/unpaid sick leave per year.

B. Employee is entitled to accrue all unused vacation and sick leave subject to the same limitations as other employees of the City of Union, and in the event Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for all accrued vacation time, paid holidays, and unused sick leave to the date of termination. Employee shall not be compensated for earned but unused administrative leave.

C. Employee shall be credited with 15 days of administrative at the start of each calendar year, which must be utilized within that year and which cannot be carried over if not used in the year in which they are earned.

Section 6: Automobile

Employee shall furnish his own transportation for business purposes for travel outside Union County. The cost of such transportation shall be borne by Employee. City shall reimburse Employee at the IRS standard mileage rate for any business use of the vehicle.

Employee should use City-owned vehicles for in-County travel.

Section 7: Retirement Plan

City agrees to make all the appropriate contributions on Employee's behalf, for both City (10%) and Employee (7%) to total 17%, into the current retirement system utilized by City.

City further agrees to make additional payments into the current retirement system on Employee's behalf as follows:

1. A payment of \$2000.00 on July 31, 2023;
2. A payment of \$2000.00 on July 31, 2024; and
3. A payment of \$2000.00 on July 31, 2025.

Section 8: General Business Expenses

A. City agrees to pay for professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer, as approved in advance in writing.

B. City agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of

Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the League of Oregon Cities Annual Conference, and such other functions of national, regional, state, and local governmental groups and committees in which Employee serves as a member. Attendance at out of state meetings, conferences, and other such functions shall be approved in writing by the City Council in advance of any such travel.

C. City also agrees to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of Employer, as approved in advance in writing.

Section 9: Suspension, Resignation and Termination

A. City may administratively suspend Employee with full pay and benefits at any time during the term of this Agreement.

B. In the event that Employee voluntarily resigns his position with the City, Employee shall provide a minimum of 90 days' notice unless the parties agree otherwise. Employee may not use accrued vacation time during the 90-day notice period.

If Employee does not provide the required 90-day notice prior to resignation, Employee will not receive compensation for any accrued vacation time, paid holidays, or unused sick leave.

City, in its sole discretion, may place Employee on paid administrative leave during the period from the notice and effective date of resignation. Such leave shall not constitute implied or constructive termination. During this time frame, Employee shall be available to assist with City business activities related to Employee's employment.

For the purpose of this agreement, termination shall occur when:

1. The majority of the Council, as defined in the City of Union Charter, votes to terminate Employee at a duly authorized public meeting. The effective date of termination shall be not less than 60 days from the date of notice to Employee.
2. If City reduces the base salary, compensation or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all other employees, such action shall constitute a breach of this agreement and will be regarded as a termination.
3. If Employee resigns following an offer or suggestion by City, whether formal or informal, to accept resignation and such offer or suggestion is represented as being the will of the majority of the Council that the Employee resign, then the Employee may declare a termination as of the date of the offer or suggestion.

4. Breach of contract may be declared by either party with a thirty (30) day cure period for either Employee or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20, provided, however, a material breach of the contract by the employee which the employee fails to cure within the thirty (30) day period shall not be a termination for which severance pay shall be paid.

C. City may terminate Employee 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. Employee shall receive notice of any charges against him and possible sanctions being considered. Employee shall also be advised of the date and time when City will consider charges and possible sanction. He will be afforded an opportunity to refute the charges, either orally or in writing, before the Council, and to have representation of his 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 10 shall apply in the event Employee is terminated for cause.

Section 10: Severance

A. Severance shall be paid to Employee when employment is terminated as defined in Section 9.

B. City shall provide a minimum severance payment equal to three (3) months' salary at the current rate of pay, including contributions on behalf of Employee to his HRA-VEBA account. This severance shall be paid as a lump sum, unless otherwise agreed to by City and Employee and will be paid within 30 days of termination.

C. Employee shall also be compensated for all accrued vacation time, paid holidays, and unused sick leave. Employee shall not be compensated for earned but unused administrative leave.

Section 11: Performance Evaluation

A. The City Council shall formally review and evaluate the performance of Employee annually, in a manner that Council determines to be most efficient for both parties. Said review and

evaluation shall be in accordance with specific criteria developed by the City Council and Mayor and communicated to Employee. Said criteria may be added to or deleted from as the City Council may, from time to time, determine. Further, the Mayor shall provide Employee with a written summary statement of the findings of the Council and provide an adequate opportunity for Employee to discuss his evaluation with the Council, which shall be conducted in executive session unless Employee requests an open meeting be held.

B. In effecting the provisions of this section, the Council and Employee mutually agree to abide by the provisions of the applicable City of Union Charter, ordinances, resolutions, rules and federal and state law.

C. Nothing in this provision prohibits the City Council from performing informal reviews and evaluations as they deem appropriate.

Section 12: Hours of Work and Outside Activities

The employment provided for by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to City and the community, Employee may elect to accept limited teaching, consulting or other business opportunities with the approval of City and the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

Employee shall devote his entire time, attention and energies to City's business and performing his duties as City Administrator. As City Administrator, he is the Chief Executive Officer of City and operates in accordance with the policies as set forth by City Charter and ordinances. During the term of this Agreement, Employee shall not be engaged in any business activities which interfere with his current duties or accept remuneration from other sources, except as approved by the City. It is expected that Employee, as the City's Chief Executive Officer shall devote more than 40 hours per week to his duties. Under no circumstances, save illness and vacation, shall Employee devote less than 40 hours per week to the business of running the City. The hours shall be reviewed by the City Council. Employee may regulate his own hours in accordance with instructions of City in fulfillment of his duties.

Section 13: Residency

Employee shall maintain his residence within 20 miles of the corporate limits of the City of Union. City shall have the sole right to approve any exception to this requirement. Failure of Employee to observe this requirement is grounds for termination. Such termination is not subject to the payment of severance as provided for in Section 10 of this Agreement.

Section 14: Indemnification

Beyond that required under Federal, State or local Law, City shall defend, save harmless and

indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from his exercise of judgment or discretion in connection with the performance of his duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employee may request and City shall not unreasonably refuse to provide independent legal representation at City's expense. Legal representation, provided by City for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. City shall indemnify Employee against any including any appeals brought by either party. City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, unless the claim, action, suit or proceeding arises as a result of willful or wanton conduct. Any settlement of any claim must be made with prior approval of City in order for indemnification, as provided in this Section, to be available.

Section 15: Bonding

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

Section 16: Confidentiality

A. Employee 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. Employee agrees not to, at any time or in any manner, either directly or indirectly, use any information for his own benefit, or divulge in any manner to any third party without the prior written consent of City. Employee 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 Employee has disclosed (or has threatened to disclose) information in violation of this Agreement, City shall be entitled to an injunction to restrain Employee 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: Other Terms and Conditions of Employment

A. City may, upon agreement with Employee, fix any such other 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 of Union Charter or any other law.

B. Except as otherwise provided in this Agreement, Employee shall be entitled to the same level of benefits that are enjoyed by other employees as provided in the City of Union Charter, Code of Union, City of Union Personnel Rules and Regulations or by practice.

C. Except as otherwise provided in Agreement, Employee is bound by the City of Union Personnel Rules and Regulations (Employee Manual).

Section 18: 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:	Mayor and Council	(2) EMPLOYEE:	Douglas Wiggins
	City of Union		PO Box 338
	PO Box 529		Cove, OR 97824
	Union, OR 97883		

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. 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 19: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between City and Employee relating to the employment of Employee by Employer. Any prior agreements, discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of this Agreement. Such amendments shall be incorporated into and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on City and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on March 1, 2023.

D. 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 expungement or judicial modification of the

Invalid provision.


E. Attorney's Fees. In the event of any litigation or other proceedings brought to enforce or interpret this Agreement, the prevailing party in such proceedings will be entitled to recover from the other party the reasonable attorney fees and other costs incurred by the prevailing party in the proceedings or any appeal therefrom.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed in its behalf by its Mayor and Employee has signed and executed this Agreement, both in duplicate, the day and year first above-written.

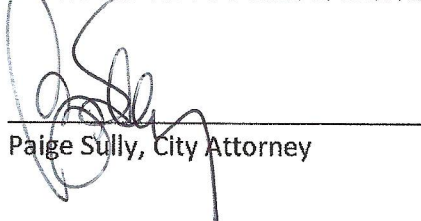
CITY OF UNION:


Mayor

EMPLOYEE:


Douglas Wiggins

APPROVED AS TO FORM & CONTENT:


Paige Sully, City Attorney

14 Feb 2023
Date