

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NEWPORT AND NINA VETTER

This at-will employment agreement ("Agreement") is between the City of Newport, an Oregon municipal corporation ("City") and Nina Vetter ("VETTER").

RECITALS

- A. The City has a need for a City Manager, and VETTER has the training and experience to serve as City Manager for the City. City wishes to retain the services of VETTER as City Manager, and VETTER wishes to serve as City Manager for the City.
- B. City and VETTER wish to formalize the terms of employment by entering into this written agreement.

TERMS OF AGREEMENT

- 1. **EMPLOYMENT.** City employs VETTER on the terms set forth herein and pursuant to the City Charter, Section 34, as an "at will" employee. VETTER shall render full-time professional services and will perform duties as City Manager, as set out in the job description attached as Exhibit A, and any changed or additional duties assigned by the City, through its City Council. The City Manager is expected to exercise initiative and responsibility in executing the authority given to the City Manager by the City Charter, Municipal Code, and ordinances of the City. VETTER shall at all times maintain the minimum qualifications for the position of City Manager as set out in the job description attached as Exhibit A. VETTER is subject to supervision by the City Council, with such supervision subject to delegation by the Council from time to time.
- 2. **EFFECTIVE DATE.** This Agreement, consisting of four (4) pages plus Exhibit A, is effective when signed by both parties hereto.
- 3. **TERM.** VETTER shall begin work full time on July 9, 2024. VETTER's employment as City Manager shall continue until this Agreement is terminated pursuant to Paragraph 9 below, or until VETTER resigns or retires pursuant to Paragraph 11 below.
- 4. **COMPENSATION.** City shall pay VETTER a salary at a rate of \$170,000 per year. VETTER shall receive an annual cost of living salary adjustment on the same terms as other management employees of City, starting in 2025. The City Council shall review VETTER's performance annually on or about October 1 of each calendar year, commencing in 2024. Adjustments to VETTER's compensation, based on the annual performance review, shall be effective on January 1. An increase of \$2,500 in VETTER's salary on January 1, 2025 shall be based on a performance review on or about October 1, 2024 and subject to the discretion of the City Council.
- 5. **SPECIAL PROVISIONS.** This Agreement is for professional services on a full-time basis. VETTER shall not engage in any other employment without the written approval of the City Council. Occasional teaching of seminars or professional writing does not constitute other employment.
- 6. **HOURS.** VETTER shall be paid on a salary basis, and not an hourly wage basis. The City Manager position is a FLSA exempt position and VETTER is not entitled to be paid for overtime compensation or compensatory vacation or leave time for

providing service to the City outside of what may be considered to be the normal hours of employment. VETTER is not required to account for specific hours worked, and compensation will not be reduced on those occasions when VETTER may work fewer than eight (8) hours in a day or fewer than forty (40) hours in a week. If VETTER works fewer than four (4) hours on a regular work day, VETTER shall charge the absence to sick or vacation leave, as appropriate.

7. **AGREEMENT PREVAILS.** VETTER will be bound by the City's employee handbook, rules, and procedures except as follows:

A. If the City's employee handbook, rules, or procedures conflict with the express terms of this Agreement, this Agreement shall control; and

B. VETTER shall not be subject to any City progressive discipline process or disciplinary due process provided in the City's employee handbook, rules, or procedures. If there is a question regarding a personnel or performance issue for VETTER, the issue will be discussed between the City Council (or its designee) and VETTER and will be handled and resolved pursuant to the terms of this Agreement. Nothing in the policies of the City are designed or intended to give VETTER any rights as to expectations of employment or term of employment except as set out in this Agreement.

8. **BENEFITS.** VETTER shall receive the benefits listed in this section, in the manner provided below. The City's personnel policies, insurance policies, and retirement plan provide detail concerning the benefits provided.

A. VETTER shall receive the health insurance, life insurance, retirement, and leave benefits provided in the City's personnel policies. These benefits are subject to change, but currently consist of (1) health insurance (medical-dental-vision coverage); (2) a retirement plan; (3) paid holidays; (4) sick leave; (5) vacation leave, including the additional accrued hours per month for department head personnel.

B. Attendance at professional seminars and meetings is part of VETTER's employment, but seminars and meetings must be scheduled to avoid conflict with essential duties. City shall reimburse VETTER for properly documented reasonable and necessary expenses incidental to attendance at approved professional conferences, seminars and meetings.

C. City will pay annual dues and fees for VETTER's memberships in ICMA, OCCMA, and other professional, civic, service, and other appropriate organizations of which VETTER is, or becomes, a member, subject to approval of the City Council.

D. City will provide VETTER \$400 per month as an automobile allowance for use of VETTER's personal vehicle on City business in Lincoln County, plus mileage reimbursement for authorized travel outside Lincoln County, at the current IRS mileage reimbursement rate. VETTER shall provide and maintain, at VETTER's own expense, adequate and appropriate automobile liability insurance coverage. Other means of cost-effective transportation as approved by the City Council will also be reimbursed to VETTER.

E. VETTER shall receive any other benefits which are generally available to exempt employees under the City's personnel policies.

F. City will provide VETTER with a City-owned cell phone for use on City business. VETTER will keep personal use of the cell phone to a de minimis level in keeping with applicable City policies and Oregon law.

G. City will provide VETTER a lump sum payment of \$7,500 for moving and relocation expenses, subject to tax withholding. In the event VETTER voluntarily


terminates employment within 24 months of the effective date of this Agreement, VETTER shall refund a pro rata portion of the lump sum payment, based on the percentage of the 24 months worked.

9. **TERMINATION.** City may terminate VETTER's employment at any time for any reason or for no reason. Termination shall be effective upon the City providing thirty (30) days written notice to VETTER terminating VETTER's employment.
10. **SEVERANCE BENEFITS.** If the City terminates VETTER's employment as provided in Paragraph 9, and except as otherwise provided in this Paragraph 10, City shall continue to pay VETTER's salary for a period of six (6) months following the effective date of VETTER's termination, and reimburse VETTER for verified COBRA health insurance expenses for six (6) months.
 - A. Upon City providing notice to VETTER of the termination of this Agreement, if the City is aware of any malfeasance in the performance of VETTER's duties, or of any misconduct, such as gross negligence, or similar breach of VETTER's duties under this Agreement, whether intentional or not, VETTER shall not be entitled to severance benefits. In such event, City shall notify VETTER at the time of termination of this Agreement that VETTER is not entitled to severance benefits. City agrees that if it provides notice of denial of severance benefits, it shall do so based on the standards set forth in this Paragraph 10, and not based on any arbitrary, capricious, or retaliatory considerations.
 - B. In the event City provides severance benefits under the conditions set forth above, those benefits are available to VETTER on the further condition that VETTER first execute an appropriate full release of claims and potential claims against the City, and a covenant not to sue, in a form and manner acceptable to the City. The release shall contain a condition that if City becomes aware of conduct which would constitute a disqualification of severance benefits under this Paragraph 10 within thirty (30) days of the effective date of termination of this Agreement, VETTER agrees to return and repay to the City, the severance payments made to VETTER, along with a sum which reflects the cost of health insurance coverage provided by City over the six-month severance benefit period. In the event VETTER fails to repay City within thirty (30) days of its demand, City shall be entitled to its remedies at law and in equity for the period of time applicable to contracts under Oregon law.
11. **RESIGNATION.** In the event VETTER decides to resign VETTER's employment with City, or to retire, VETTER shall provide the City Council with as much notice as is reasonably possible under the circumstances to allow City adequate time to find a suitable replacement. The City expects to receive not less than 90 days' notice of intent to resign or retire, but acknowledges that circumstances may indicate that a lesser period of time may be appropriate. Retirement or resignation from employment under this Paragraph 11 will not entitle VETTER to severance benefits under Paragraph 10.
12. **BOND.** VETTER agrees, upon request of City, to apply for and obtain an appropriate fidelity or surety bond guaranteeing VETTER's faithful performance of VETTER's duties pursuant to this Agreement. City shall bear the premium cost of any such bond.
13. **AMENDMENT.** The job functions and duties set out in Exhibit A may be amended by the City Council from time to time in its discretion; otherwise, this Agreement may only be amended by written mutual agreement of the parties.
14. **SEVERABILITY.** The provisions of this Agreement are severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect its

other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been deleted.

15. **REMEDIES.** In the event of any suit, action, or proceeding arising out of or in connection with this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs, whether at trial or on appeal. Venue for any such suit, action, or proceeding shall be in the Circuit Court of Lincoln County, Oregon, or the U.S. District Court in Eugene, Oregon, as appropriate. VETTER consents to the in personam jurisdiction of each court. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Oregon.
16. **REPRESENTATION.** The parties acknowledge that the City may engage its attorneys to assist in the preparation or review of this Agreement, and that those attorneys represent the City alone, and do not represent VETTER. VETTER is encouraged to seek and retain independent counsel of VETTER's own choosing.
17. **INTEGRATION.** This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other promises, representations, agreements or contracts, whether oral or written, between the parties with respect to the subject matter hereof.
18. **COUNTERPARTS.** This Agreement may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

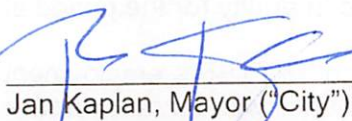
IT IS SO AGREED:



Nina Vetter ("VETTER")

5/7/24

Date



Jan Kaplan, Mayor ("City")

5/9/24

Date

ATTEST:



Erik Glover, City Recorder

5-9-24

Date

ORGANIZATION: City of Newport
DEPARTMENT: City Manager's Office

LOCATION: Newport, Oregon
DATE: April 2024

**Exempt
Regular Full-Time
Non-Represented**

JOB TITLE: City Manager

Contracted Wage

PURPOSE OF POSITION

Serve as the administrative head of the City of Newport. Present recommendations to the City Council and implement actions with the Council. Directly responsible for the hiring, termination, and supervision of department heads, and indirectly responsible for these processes with the balance of city employees. Responsible for developing and preparing the annual budget for the city. Serve as the Executive Director of the Urban Renewal Agency. Carry out Council policies established by ordinances, rules, and resolutions.

ESSENTIAL JOB FUNCTIONS AND EXAMPLES OF DUTIES PERFORMED

Responsible for the full management, leadership, and accountability of all city operations. Plan, direct, manage, and oversee all activities and operations of the city departments of City Manager, Airport, Community Development, Finance, Fire, Library, Recreation, Police, Public Works, and of all city Volunteers. Provide direct support to the City Council.

Develop, plan, and implement, with Council participation, the goals and objectives for the city. Recommend and administer the policies and procedures necessary to provide municipal services. Approve new or modified programs, systems, administrative, and personnel policies and procedures. Apprise Council of city developments, and maintain an open channel of communication between administration and Council.

Develop, present, and administer the city budget. Prepare and oversee the financial forecast of funding needed for staffing, equipment, materials, and supplies. Monitor revenues and expenditures, and implement mid-year adjustments.

Provide administrative staff assistance to the City Council. Direct specific and comprehensive analyses of a wide range of municipal policies. Prepare and submit to City Council annual reports of financial and administrative activities. Direct and confer with executive staff concerning administrative and operational problems. Make decisions or recommendations for City Council adoption.

Establish, within city policy and budget, appropriate service and staffing levels. Supervise, appoint, train, motivate, evaluate, and discipline and remove all city employees (with the exception of the City Attorney and the Municipal Court Judge). Establish performance objectives. Prepare and present employee performance reviews, implement discipline procedures, and rule on employee appeals to disciplinary actions.

Oversee the enforcement of all city ordinances, and monitor all contractual agreements with franchises and contractors. Represent the city at professional meetings; participate on a variety of boards and commissions; and attend all City Council meetings (unless excused by the Mayor or Council).

Negotiate contracts and solutions on a variety of administrative, fiscal, and special projects. Participate in the preparation of program or special project budgets. Analyze and prepare recommendations on budget requests, and monitor appropriate budget accounts.

Confer with residents, businesses, and other individuals, groups, and outside agencies that have an interest or potential interest in the affairs of the city. Interpret, analyze, and explain policies, procedures, and programs. Coordinate city activities with other governmental agencies and outside organizations. Appoint administrative committees for coordination of services and activities. Develop safe work habits that contribute to the safety of self, co-workers, and the general public.

Perform other duties as required.

JOB QUALIFICATION REQUIREMENTS

REQUIRED MINIMUM EDUCATION AND EXPERIENCE:

Bachelor's degree in public administration, planning, political science, or related field, and at least five years of upper-level local government management experience. Equivalent combination of education and experience may be considered. Valid Oregon Driver License also required at time of hire.

KNOWLEDGE: Knowledge of public administration, budgeting, human resources, planning, and accounting. Knowledge of urban renewal principles. Knowledge of pertinent federal, state, and local codes and regulations. Knowledge of Oregon municipal operations. Knowledge of municipal operations, procedures, practices, systems, and structures. Knowledge of management, conflict resolution, and team-building techniques, principles and practices as they occur in government organizations. Knowledge of the role of technology in local government. Knowledge of current social, political, and economic trends and operating issues of local government. Knowledge of organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs. Knowledge of the principles of effective public relations and interrelationships with community groups and agencies, private business and firms, and other levels of government. Knowledge of city organization goals and Council policy. Knowledge of the principles of supervision, training, and performance evaluation. Knowledge of the principles and practices of local government budget preparation and administration.

SKILLS: Skill in the use of personal computers, various related software programs, and standard office equipment. Strong time management, analytical, organization, and prioritization skills. Customer service orientation and skills. Effective management and team-building skills, conflict resolution, and strong leadership. Exceptional interpersonal skills, and strong oral and written communications skills with a variety of audiences. Competence in business English, spelling, and punctuation. Strong reasoning, analysis, and problem-solving skills, combined with excellent judgment and professionalism.

ABILITIES: Ability to analyze, interpret, summarize, and present administrative and technical information and data in an effective manner. Ability to analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals to improve operations, procedures, policies, or methods. Ability to prepare and administer large and complex budgets. Ability to provide competent advice to City Council and staff in a timely fashion. Ability to effectively and fairly negotiate appropriate solutions and contracts. Ability to gain cooperation through discussion and persuasion. Ability to act as a liaison among elected officials, citizens, city departments, agencies, and the business community. Ability to promote economic and business development. Ability to communicate complex material in a simple, understandable manner. Ability to communicate clearly and concisely, both orally and in writing. Ability to establish and maintain cooperative working relationships with those contacted in the course of work, including City Council members, staff, committee members, public officials, business leaders, and the general public. Ability to utilize team management concepts. Ability to manage multiple projects often within tight timeframes. Ability to manage and evaluate the work of subordinates. Ability to analyze and evaluate city operations and develop and implement plans to increase or improve departmental efficiency. Ability to utilize word processing spreadsheets and database systems sufficiently to perform assigned duties. Ability to effectively supervise staff, establish and maintain effective working relationships with employees and city officials. Ability to elicit information and cooperation from individuals and groups. Ability to honor the confidentiality required of this position. Ability to effectively

function in an intense work environment with numerous interruptions and conflicting demands. The ability to work well with the general public. Physical ability to perform the essential job functions.

PREFERRED EDUCATION AND EXPERIENCE

Advanced degree in public administration or related field (e.g., Master of Public Administration), an active member or ICMA Credentialed Manager (ICMA-CM), five or more years' experience serving as a City Manager, and 10 or more years of increasingly responsible public sector experience. Expertise and/or training in public infrastructure work, public finance, and initiatives related to diversity, equity, and inclusion is highly desired. Oregon local government experience is helpful.

PHYSICAL DEMANDS OF POSITION

The ability to function indoors in an office environment engaged in work of a primarily sedentary nature, and the ability to walk or move to various city locations. Frequent presentations to large audiences, and conversations over the phone and in person. Near visual acuity is required to read printed materials and computer screens. While performing the duties of this position, the employee is frequently required to sit, stand, bend, kneel, stoop, communicate, reach, and manipulate objects. The position requires mobility, including the ability to frequently lift or move materials up to 5 pounds, and occasionally lift or move materials up to 25 pounds. Requires sufficient hand/arm/finger dexterity to retrieve work materials and operate standard office equipment. Manual dexterity and coordination are required more than 50% of the work period to operate such equipment as computers, keyboards, telephones, and standard office equipment. The position requires the ability to operate a motorized vehicle.

WORKING CONDITIONS/WORK ENVIRONMENT

Work location is primarily indoors where most work occurs under usual office working conditions. Requires regular evening meetings, as well as the ability to work additional hours during emergency situations.

SUPERVISORY RESPONSIBILITIES

Responsible for the direct supervision of department heads, and indirect supervision of all employees and volunteers for the city.

SUPERVISION RECEIVED

Works under the general guidance of the City Council, and reports directly to the Council.

SIGNATURES

This document has been reviewed between the Supervisor and the Incumbent. I understand that this document is intended to describe the most significant essential and auxiliary duties performed by the job/position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. This job/position description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

I understand and acknowledge I have read the above job description and can perform the essential functions of this position with or without reasonable accommodation. I understand it is my responsibility to

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contact Human Resources if at any time I require an accommodation to complete the essential functions of the position.

Incumbent Name	Incumbent Signature	Date
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Supervisor Name	Supervisor Signature	Date
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Date Revised: April 2024

Approved by: _____
City Council/Mayor

Date: _____



CURRENT CITY MANAGER BENEFITS

The City of Newport Offers A Robust Employee Benefit Package.

Health Benefits

The City pays 90% of the monthly premium with the employee paying 10% of the monthly premium for the following benefits:

- Health insurance with prescription drug coverage
- Health Savings Account (HSA). The city contributes \$1,700 for single coverage and \$3,400 (for family coverage)
- Dental insurance
- Vision insurance
- Employee Assistance Program (EAP)
- Wellness Program

The City pays 100% of the monthly premium for the following benefits:

- Long term disability
- Basic Life insurance in the amount of \$30,000
- Basic Accidental Death & Dismemberment (AD&D) insurance in the amount of \$30,000

Voluntary/Optional Benefits Available. The employee pays 100% of the optional benefits listed below:

- Supplemental and Voluntary life insurance
- Critical illness insurance
- Accident insurance
- Trauma Coverage
- Hospital indemnity
- Identity Theft

Retirement Plan

- City of Newport Retirement Plan – City contribution = 6% of annual base earnings. Eligibility waiting period of six months. Full vesting occurs at seven (7) years of employment or age 62, whichever, occurs first.
- Nationwide Retirement Plan Solutions 457(b) Plan – Employee contributions
The City will match the employee's contributions into the Nationwide plan, up to 3% - The match starts after an eligibility waiting period of six months, and is contributed into the employees City of Newport Retirement Plan.

Note-City Council has authorized a match of up to 6% in the Nationwide Plan. This has not gone into effect as of yet.

Additional Benefits

- Paid membership to the Recreation and Aquatic Centers
- Direct Deposit option
- Eleven and ½ paid holidays a year PLUS three selectable holidays
- Paid Sick time - Full-time employees accrue sick leave at the rate of eight (8) hours per month and the maximum accrual is 910 hours.
- Paid Vacation – See Vacation policy
- Car Allowance -
- Paid Annual Professional Memberships to ICMA and OCCMA.