

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into this 1st day of July, 2023 (the "Effective Date"), by and between the City of Manzanita, Oregon, an Oregon municipal corporation (hereinafter referred to as "City") and Leila Aman (hereinafter referred to as "City Manager/Recorder").

The City and the City Manager/Recorder wish to enter into a written Agreement creating a professional employment relationship. In consideration of the covenants set out in this Agreement and for the consideration specified in this Agreement, the City and the City Manager/Recorder agree as follows:

SECTION I. EMPLOYMENT AND DUTIES.

- A. The City agrees to employ the City Manager/Recorder and the City Manager/Recorder agrees to accept City employment.
- B. The City Council expects the City Manager/Recorder to adhere to the highest professional standards. Her actions will always comply with those standards. She agrees to follow the Code of Ethics and Guidelines of the International City/County Management Association and the ethics rules, regulations, and laws of the State of Oregon.
- C. Pursuant to the authority of the City Charter, the City Manager/Recorder shall have general supervision of the administrative affairs of the City and general control over all nonelective officers and employees of the City and she shall perform such other duties as may be prescribed by the Council.
- D. The City Council meets annually to establish and review the City's goals and objectives. Decisions and actions generated as a result of the goal setting sessions supplement the annual budgetary process and serve as a guide in the formulation of the budget. The City Manager/Recorder will be responsible for pursuing the goals and objectives of the City Council and for providing quarterly reports to the City Council regarding the progress toward achieving the Council's goals and objectives.
- E. The City Manager/Recorder job description is found in Chapter V, Section 22 of the City Charter.
- F. It is recognized that the City Manager/Recorder must devote time outside of normal office hours on business for the City. To that end, the City Manager/Recorder will be allowed to establish an appropriate work schedule.
- G. Except as otherwise provided in this Agreement or the City's Employee Handbook, the City Manager/Recorder will comply with the standards outlined in the Employee Handbook and will be entitled to receive the same benefits as other employees of the City.

SECTION II. TERM.

Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Manager/Recorder at any time, subject only to the provisions set forth in this Agreement.

- A. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the City Manager/Recorder to resign at any time, subject only to the provisions set forth in this Agreement.
- B. The City Manager/Recorder agrees to remain in the exclusive employ of the City during the term of this Agreement.

SECTION III. TERMINATION AND SEVERANCE PAY.

- A. This Agreement may be terminated at any time by a majority of the City Council or by the City Manager/Recorder, for any reason whatsoever, upon thirty (30) calendar days written notice to the other Party.
- B. Termination for Cause. In the event of a for-cause termination, this Agreement shall not be deemed to waive statutory or constitutional rights or remedies otherwise available to the City Manager/Recorder. The City Manager's/Recorders employment with the City may be terminated immediately in the sole discretion of a majority of the City Council members upon the occurrence of any of the following events:
 - 1. The City Manager/Recorder fails, refuses, or is unable to comply with the written policies, standards, and regulations of the City that are in existence at the time, or fails, refuses, or is unable to comply with any then-current state or federal laws;
 - 2. Dishonesty in any form;
 - 3. The City Council, after a thorough investigation, has reasonable cause to believe the City Manager/Recorder has committed fraud, misappropriated City funds, goods, or services, or other acts of misconduct that cause injury to the City or affect the City Manager's/Recorders ability to perform her job; or
 - 4. The City Manager/Recorder fails to perform her duties as City Manager/Recorder faithfully and fully in accordance with the highest professional standards.
- C. Subject to Section III.D, if the City Managers/Recorders employment is terminated by the City Council for any reason other than for cause during such time that the City Manager/Recorder is willing and able to perform the duties of City Manager/Recorder,

the City will pay the City Manager/Recorder a lump sum payment equal to six months salary as well as maintain all medical, dental and vision benefits under COBRA for a period of six months from the date of termination.

- D. The City's obligations, and the City Manager/Recorder's rights, arising under Section III.C are not enforceable until the City Manager/Recorder provides a written release completely releasing and forever discharging the City and its past, present, and future councilors, agents, employees, attorneys, insurers, and representatives from any and all claims, rights, demands, actions, liabilities, and causes of action of every kind and character, known or unknown, matured or unmatured, and claims for attorney fees and costs, which City Manager/Recorder may have, whether based on tort, contract (express or implied), or any federal, state, or local statute, regulation, ordinance, or other law. The written release must be binding on the City Manager/Recorder's heirs, successors, and assigns.

- E. In the event that the City Manager/Recorder voluntarily resigns her position, the City Manager/Recorder shall give the City not less than 30 days written notice in advance.

SECTION IV. RESIDENCY.

The City Manager/Recorder will not be required to reside within the City limits during the term of this agreement.

SECTION V. PERFORMANCE EVALUATION.

- A. The City Council shall evaluate the City Manager/Recorders performance at least once a year and may perform evaluations more frequently as the City Council deems appropriate.

SECTION VI. SALARY AND BENEFITS.

- A. Salary. Beginning on the Effective Date, the City will pay the City Manager/Recorder a salary of \$10,750 per month. The salary will be paid to the City Manager/Recorder at the same time as all other City employees are paid. The City Manager/Recorder's salary may be adjusted at the discretion of the City Council and any salary adjustments shall be discussed at the time of the performance evaluation. No adjustment will be implemented until it is approved at a regular or special meeting of the City Council. Adjustments to the City Manager's salary shall become effective on July 1st of the year that the adjustment is approved by City Council unless otherwise specified by City Council. The City anticipates that City Council will consider adjustments to the City Manager/Recorders salary in April of each year and vote on those adjustments in May. The City reserves, however, the right to review the City Manager/Recorder's salary at other times during the year so that it may conduct salary surveys and otherwise gather data for City Council's use when considering adjustments. Any cost of living increases provided to other City employees will also be reflected in adjustments to the City Manager/Recorder's salary.

- B. Vacation. The City Manager/Recorder will receive 13.33 vacation hours per month during the term of this Agreement.
- C. Sick Leave. The City Manager/Recorder shall accrue sick leave at the rate of 8 hours per month throughout the term of this Agreement. In the event employment with the City is terminated, either voluntarily or otherwise, unused sick leave will be forfeited.
- D. Management Leave. The City Manager/Recorder will receive one-hundred- twenty (120) hours of management leave each calendar year. Management leave days do not accrue and must be used within the applicable calendar year. It is compensable only in the form of leave and any unused management leave will be forfeited at termination of employment. The City Manager/Recorder will be entitled to other protected leaves, whether paid or unpaid, as provided by local, state, or federal law, provided such leaves must run concurrently as permitted in the Employee Handbook.

SECTION VII. RETIREMENT AND INSURANCE.

- A. Retirement. The City Manager/Recorder is entitled to the same retirement plan as all other City employees.
- B. Health Insurance. The City Manager/Recorder is entitled to the same medical, dental and vision benefits as all other City employees.

SECTION VIII. PROFESSIONAL DEVELOPMENT, COMMUNITY INVOLVEMENT, AND EXPENSE.

- A. The City will pay for the City Manager's/Recorder's membership in the Oregon City/County Management Association (OCCMA), the International City/County Management Association (ICMA) and the Oregon Association of Municipal Recorders (OAMR).
- B. The City recognizes that certain expenses will be incurred by the City Manager/Recorder on behalf of the City and agrees to reimburse or pay these expenses promptly if the expenses are (i) incurred in the performance of the City Managers/Recorders duties (ii) evidenced by receipts or other documentation, and (iii) approved by the City Council.

SECTION IX. BONDING.

Pursuant to the City Charter, the City Manager/Recorder will "secure a bond for the City in an amount and with a surety approved by the Council." The City has provided for this Charter requirement through City County Insurance Services' excess crime coverage. This insurance meets statutory bonding requirements.

SECTION X. INDEMNIFICATION.

To the extent permitted under Oregon law, including the Oregon Tort Claims Act (ORS 30.260)
CITY MANAGER/Recorder EMPLOYMENT AGREEMENT

to 30.300), the City agrees that it will defend, hold harmless, and indemnify the City Manager/Recorder from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against the City Manager/Recorder in her individual capacity, in her official capacity, or in her official capacity as agent or employee of the City, provided the incident arose while the City Manager/Recorder was acting within the scope of her employment and within the scope of this Agreement. If, in the good faith opinion of the City Manager/Recorder, a conflict exists regarding the defense of any such claim between the legal position of the City and the City Manager/Recorder, the City Manager/Recorder may engage counsel, in which event, the City shall indemnify the City Manager/Recorder for the cost of legal counsel. In no case will individual City Council members be considered personally liable for indemnifying City Manager/Recorder against demands, claims, suits, actions, and legal proceedings.

SECTION XI. CONFIDENTIALITY.

- A. The City Manager/Recorder recognizes that, through her employment with the City, she will have access to confidential information that needs to be protected from improper disclosure. The City Manager/Recorder agrees that she will not directly or indirectly use any confidential information except as necessary to perform the duties of the City Manager/Recorder, and will not directly or indirectly divulge such information to anyone outside the City organization without the City's prior written consent, unless required by court order or, if in the opinion of the City Attorney, by state law.
- B. The confidentiality provisions of this Agreement will remain in full force and effect for a period of six (6) years after the termination of this Agreement.
- C. Nothing in this Section XI prevents the City Manager/Recorder from exercising her right to make a complaint of discrimination or other workplace misconduct, or report conduct otherwise protected by local, state, or federal law.

SECTION XII. GENERAL PROVISIONS.

- A. Amendment. Nothing shall restrict the ability of the City and the City Manager/Recorder to amend the terms of this Agreement. Amendments will be valid only if they are made in writing and are signed by both the City and City Manager/Recorder.
- B. Severability. If any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and shall remain in full force and effect.
- C. Choice of Law / Venue. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Oregon without reference to principles of conflict of laws. In case of a lawsuit arising from this Agreement, for enforcement and/or damages for breach or violation, the parties agree that the venue shall be in Tillamook County Circuit Court, to the exclusion of all other courts in any

other venue.

- D. This Agreement was the result of negotiation by the parties and thus the parties agree that the rule of construction requiring that the Agreement will be construed against the drafter will not apply to the interpretation of this Agreement. Both parties acknowledge that they have read and understand the Agreement, enter into it voluntarily, and have had opportunity to have it reviewed by counsel of their choice.
- E. The failure of either party to enforce any provision of this Agreement will not be construed as a waiver or limitation of that party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.
- F. Merger. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

Mayor Deb Simmons

Leila Aman

Date

Date

APPROVED AS TO FORM:

James Walker, City Attorney

1. What impressed you the most favorably about the Manager's performance this year?

The CM's role relies significantly on an effective strategic partnership between the CM and the council. During the past year, Leila has helped bring one council to the brink of key decision points on a range of complex issues and is now attempting to guide a substantially new council through that decision-making. This would take a high degree of focus and a steady hand even if the transition between councils was optimal, which it certainly has not been. For the most part, Leila has successfully maneuvered around challenges and kept the city on track. She worked wonders with public outreach on 2 critical issues (not specified). She kept the big picture in focus making sure the City is set up for success in the future! She works hard. She has built a team that values and respects her and works hard for the city as well!

2. How well did Manager implementing council adopted goals and priorities? Note: this particular question becomes problematic because 3 Councilors did not have input on the goals.

From 2 Councilors present during 2022-2023 Goal setting:

When Leila arrived, she faced a city with equipment and systems that were terribly out of date. She has systematically developed staff, made the internal (and invisible to the public) systemic changes, allowing the City to provide top notch service to our community. There is much left to do, but I have full confidence that we will bring our systems into the 21st Century! She used our goals to develop the budget and she has met our expectations and exceeded them.

Leila has routinely tied her decisions regarding staff, spending, prioritization of projects, use of council time, etc. to the council's three primary goals during the past year. While it is surely an ongoing imperative, much has already been accomplished in terms of leveling up staffing patterns and internal processes. Leila's second budget will build on significant improvements seen in her first, as well as more robust work by the budget committee since. The community is more ready to undertake a review of our comprehensive plan. Much of the foundational work done in the past year positions us well to take on revenue diversification, STR reforms, infrastructure prioritization, and destination management, among other issues.

From 2 Councilors and Mayor not present for the full period:

Our CM has excelled in community outreach for both Envision Manzanita and City Hall. There are many actions Aman does behind the scenes that are often

overlooked. For example, many people, including myself, believe that the initiative to update the Comprehensive Plan was a result of the Manzanita Lofts proposal that came to the Planning Commission in the winter/spring of 2022. In reality, Aman had already prioritized this item as she had noticed it was out of date and needed a full revision.

The Manager encouraged a goal-setting session as one of our first orders of business. We were expected to be clear in our goals with regard to what those goals would be and when we would expect implementation.

It would be helpful if the goals were clearly defined going forward.

3. In what areas has Manager shown exceptional performance.

The Manager has overall shown exceptional performance, especially with regard to the sheer amount of work required in this position. I am impressed with the Manager's ability to perform tasks from managing the minutia to long-range strategic planning. Aman has contacts through her many years in the public sector and is able to hire contractor or team members that are able to efficiently and effectively make improvements that are needed. As an example, Aman set the plan for the city hall proposal, put the pieces into play and kept the ball moving along.

Through her leadership, work ethic, and organizational skills, she has built a great team of city employees that will continue to move the city forward.

While I consider much of Leila's performance to be exceptional on a regularly basis, I think it is particularly impressive that she has not lost focus or momentum on several key fronts as she has faced a remaking and in some ways a significant deterioration of her strategic partnership with our governing body. My sense is that she is very highly regarded by most if not all of her staff, a solid majority of the community, and most city councilors. If so, that reflects the hard work she has put in and her ability to rise above the fray and stay focused on moving the city ahead.

4) What's your major area(s) of concern regarding Manager's performance this past year? (Note: on this issue there was a clear difference of opinion that may require further discussion)

Much as her ability to work around the challenges inherent in the kind of council transition that we've been experiencing is, for me, a demonstration of exceptional performance, it also is my primary area of concern for Leila moving forward. The current state of the working relationship between the manager and the mayor is not sustainable. The mayor certainly has responsibility for

fixing it, as does council as a whole, and so does Leila. In terms of reviewing her performance during the past year, obviously this concern only pertains to the last few months. But it stands out as a glaring area of concern that needs to be fixed now!

I do not have any areas of concern regarding Aman's performance. My concern lies with the disruptive actions of the mayor, occupying too much of the CM's time so she has to prioritize her schedule to accommodate the mayor's needs that are outside the normal scope ahead of important tasks and communication to the public.

I think we can all (the CM included) improve our communication with the community. This was one of the council's goals. The Manager has taken this goal seriously and worked hard to implement changes and suggestions.

Opposing view:

- Noted unprofessional reactions to problems or problematic people.
- Difficult to discern what is accurate at times.
- Tendency to control situations without clear reasons
- The financial picture of the city is skewed. This city spends a lot of money – much that should not have been - which she has agreed (sunk \$ on CH previously)

5.) What should be Manager's top three goals/targets for next year? (Note: on this issue there was a clear difference of opinion that may require further discussion)

- 1.) Supporting council as we review our options for developing new revenue sources and help prepare the community for full consideration of those opportunities. (2)

The Manager should focus on communication. While we have made progress regarding our communication, more work is necessary to continually improve our communication plan.

Complete budget, initiate City Hall project (Council), initiate Comprehensive Plan revisions with contractors.

- 2.) Continue the process of readying the community for our comprehensive plan revision, and tying current momentum regarding revenue diversification, STR reforms, and destination management to that effort.(2)

Continue the Manager's work in improving our financials. This includes but is not limited to revenue diversification, water rates, updating SDCs, and a clear CIP. (2)

- 3.) Continue to keep public updated on all the important work/accomplishments being done by manager and city staff.

Combination of complete City Hall project, Comprehensive Plan

Opposing View:

- 1.) Maintain professional standards at all times with all citizens and staff
- 2.) Shor up professional skills (especially financial & budget) so consultants are learned from but not dependent upon
- 3.) Become more involved in the grant writing process & use support available

Rate each Category as follows:
4 = Exceeds Expectations
3 = Meets Expectations
2 = Below Expectations
1 = Needs Improvement

5 = Exceptional

	4 votes	1 vote
A. Elected Body Relationships	4.75	3
B. Organizational	4.75	3
C. Community Relations	5	4
D. Fiscal Performance	5 (1 abstained)	3
E. Intergovernmental/Agency/Association Relationships. 5		3
F. Communication	4.5	3
G. Personal*	5	2
•Is ethical, honest, and of high integrity		
•Projects professional demeanor and respect in all interactions		

Feedback from staff specific input from Chief Harth and Nina Crist:

- Transformational manager
- Took a staff in chaos and brought stability and strong management
- Comments from staff:

I have a wonderful working relationship with Leila. Not only is she always supportive, but she is always encouraging growth and development in my position, and my career. She is always positive even when facing difficult city issues, and always does her best to protect her staff from negativity within the community. I very much admire her as a boss, and a person. She trusts me to make independent decisions when needed and encourages me to trust my knowledge and believe in myself so that I can make those decisions.

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I am not sure how she is able to respond in a timely manner considering all the projects she is juggling at any given time. Leila has always made herself available to listen to suggestions and concerns and is quick to decide the direction she would like me to proceed.

When Leila first started, working conditions and staff morale was extremely low. It has been great to have someone come in and evaluate the situation and make changes, some of them tough, that have helped create a great working environment for all staff.

I feel that Leila has been a huge asset to this City. She is very knowledgeable and easy to work with. In my opinion, Leila has indirectly pushed me as a Police Chief to be a better Chief. In the tasks that she has assigned to me, some of those have pushed me outside of my comfort zone. With her assistance and guidance, it has made me more confident and comfortable doing things I had not done before she became our City Manager. I look up to Leila as a mentor and I can only hope that she stays with the City for a long period of time and the council continues to support her.

A few excerpts from some of the letters received prior to Leila's 2022-2023 Review

Note: There were no negative comment submissions

- The City is extremely fortunate to have found a city manager with direct experience in some of the most pressing issues that we face today - a city hall relocation, affordable housing, and updating the residential code. Let's all do what we can to show her that she has the support of the majority of community.
- Over the last year Leila has guided the city through well-thought out steps to assure that our new city hall construction proceeds in a thorough, well-documented and completely transparent process. Given the passions the proposed construction has raised over the last 4-5 years, it is nothing short of miraculous how her methodical, by-the-book efforts have begun to unite citizens behind the process while informing them of the complexity of it at the same time.
- I offer my sincere appreciation and support for City Manager Aman's past and current work for our city. It is clear that she has the occupational and educational background for her job. She has consistently provided clear knowledge of past and current city affairs, along with guidance for the future. She has demonstrated the knowledge to ensure the City follows proper, legal procedures and the City Charter in its actions. In addition, her communication with community members and with Council members in public meetings is outstanding, be it through oral or written communication. She instills confidence that Manzanita is in good hands under her management. Her experience and knowledge is a clear asset to our community, and I fully support her continued work for us as our city manager.
- Her managerial ability is extremely acute. She listens and cogitates prior to establishing conclusions. I remain astounded at her ability to work through all the facets of this small city government to produce honest, thorough, and logical reports. This community is fortunate to have a City Manager with Leila's skills and temperament.
- Specifically, Leila talked to me about her concerns that some of the City's trees were failing and might need replacement. That led to us brainstorm about how we might get her the expertise she needed as well as involve homeowners in learning about trees suitable to the area. It wasn't a big leap from there to think about how the definition of 'suitability' has changed with the climate, and that as program lead for the Hoffman's Horticultural Arts program, I'd better step up and get gardeners engaged in this subject.
- I feel it important to recognize her efforts after taking over from our previous manager, Cynthia Alamillo. Leila has proven to me her commitment, knowledge and ability to navigate our city and the various issues currently "at hand". Leila has quickly brought to the table a thorough understanding of how this city works and how to move forward. I feel it is imperative to recognize her value and commitment to our town. Being manager of a city is never an easy job, Leila has more than proven her value to us and I encourage each of you to note this as you move forward with her review. I feel strongly that Leila Aman is a great asset to our city and hope to see her in place for years to come.

- Without Aman I doubt the Comprehensive Plan would be on the "to do" list here. Without Aman I doubt the view grading moratorium would have been instituted for real. She's pushed the city forward on so many fronts. I'm excited to see what the future will hold with Aman and a strong council working together to get us in a good place for the future.

Her interests in workforce housing and the environment dovetail well with the concerns of the community.

- Leila's presentation (3/27) to you and the other Councilors presented a sound, hopeful, but realistic vision of the future. In listing funding needs for the many projects to keep our city strong, and the paths to get there, she demonstrates the knowledge, experience and strength to work with you as you make these important decisions. I am especially impressed with her ability to explain, in straightforward terms, funding concepts that the general public can understand. I know, from ten years of service on the Council, that decisions are not easy. Your team is fortunate to have Leila's presence.
- We had just had an interim city manager whose job basically was to keep the lights on following the abrupt departure of Cynthia Alamillo. There was a lot of turmoil about the city hall project. Leila was undaunted by any of this. I can't, of course, know directly how she manages her staff, but people seemed to perk up and appreciate her support very quickly. She has supported growth and development of her staff in ways that are commendable. It is clear that she worked very, very hard in her first 6 months of onboarding. She made wise decisions about what she should commit to during her "initiation" period. She was straightforward, honest and professional in her assessment of where the city has fallen short in terms of strategy, policy and operational capacity. She has made excellent suggestions as to how that can be led and remedied by an engaged and knowledgeable City Council.

We need a City Manager who has the experience and background to deal with the present and the future of our community. And one who is strong enough to deal with a community that is sometimes polarized. We are best served by clear-eyed honesty matched with a genuine care for our community. I believe Leila is an asset to our community and deserves the council's recognition for excellent performance.

- The glue that holds this team together is our City Manager Leila Aman. I have been very impressed with Leila and her ability to lead the charge on moving our community forward. She is truly an asset to Manzanita. Leila had enormous challenges to tackle when she arrived, as we were behind in addressing so many big issues. I have observed in meetings how Leila has discussed staff development and the importance in the execution of their work for our community.

Many of us in the community see Leila as a key to helping succeed with the many important issues that have to be addressed. I have given many personnel reviews over the years and Leila would be at the top of my list for an excellent job done.

- I have attended almost every public meeting possible this last year and continue to find Ms. Aman to be impressive and inspiring. Her depth and breadth of knowledge and professional experience are more than we could have hoped to find for Manzanita. As our city faces a vast array of difficult, often competing, priorities, I find comfort in knowing that Ms. Aman has the helm. She is able to balance a multitude of tasks, is calm, assuring, reasonable and fair. She keeps the city on the straight-and-narrow by adhering to the laws and protocols we must follow and documenting everything clearly.

- We are full time residents of Manzanita and are writing to express our support for City Manager Leila Aman. We have participated in several meetings run by her and appreciate her professionalism, experience and vision for Manzanita. She has been working tirelessly to help the city move forward on important agendas. She has organized various communication opportunities to share information and receive input. We are very fortunate to have her leadership at this critical point in the city's development.

We hope that you are able to provide her the professional support we think she deserves based on the outstanding performance in her role as City Manager.