

ORDINANCE NO. 1603

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR DESIGNEE TO ENTER INTO AN AMENDED EMPLOYMENT CONTRACT BETWEEN THE CITY OF CANBY AND EILEEN STEIN.

WHEREAS, the City of Canby has employed Eileen Stein as Interim City Administrator since May 17, 2023;

WHEREAS, Eileen Stein has been and continues to be in good standing with the City of Canby in her Interim role;

WHEREAS, Eileen Stein wants to continue filling the Interim City Administrator role until the position is permanently filled; and

WHEREAS, the City of Canby would like Eileen Stein to continue in her role as Interim past an expenditure of \$50,000, requiring an ordinance per the Canby City Charter.

NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator Designee is hereby authorized on behalf of the City to enter into an Amended Employment Contract Agreement with Eileen Stein to continue as Interim City Administrator for the City of Canby beyond a \$50,000 expenditure. A copy of the Agreement is attached hereto as Exhibit "A."

Section 2. The effective date of this Ordinance shall be July 21, 2023.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, June 7, 2023, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, June 21, 2023, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.



Maya Benham
City Recorder

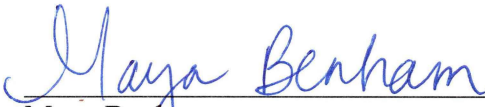
PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 21st day of June 2023, by the following vote:

YEAS 4 NAYS 0



Brian Hodson
Mayor

ATTEST:



Maya Benham
City Recorder

**CITY OF CANBY, OREGON
TEMPORARY EMPLOYMENT AGREEMENT**

This Agreement is entered between the CITY OF CANBY, OREGON ("City") and EILEEN STEIN ("Employee") (hereinafter "Parties") to establish Employee's terms of employment as Interim City Administrator.

WHEREAS, the City Council has determined that it is in the public interest to appoint Employee to serve the City and community in this role, and that Employee is uniquely qualified and prepared based on her career service in municipal management, and

WHEREAS, the Employee is willing to serve the City of Canby in the capacity of Interim City Administrator.

NOW THEREFORE, the Parties elect to enter into this employment agreement and fix the terms hereinafter set forth.

1. Term

Employee is hereby hired and appointed as a limited term, temporary employee of the City for ~~four (4)~~ months from ~~May 1st~~, 2023 through ~~Friday, October 2th~~, 2023 or until such time as a permanent City Administrator is hired and can assume the duties and responsibilities as City Administrator, unless otherwise terminated as set forth in this Agreement.

2. Employee Duties

Employee's duties and responsibilities shall be those set forth in the Canby City Charter, as described in Section 2(c) below and the Charter itself.

Powers and Duties. The powers and duties of the Administrator shall be as follows:

(1) Devote full time to the discharge of official duties, attend all meetings of the Council unless excused therefrom by the Council or the Mayor, keep the Council advised at all times of the affairs and needs of the City, and make reports annually, or more frequently if requested by the Council, of all the affairs and departments of the City.

(2) See that all Ordinances are enforced and that the provisions of all franchises leases, contracts, permits and privileges granted by the City are observed.

(3) Hire or remove all City employees and have general supervision and control over them and their work, with power to transfer an employee from one department to another. The Administrator shall supervise the departments to the end of obtaining the utmost efficiency in each of them. He shall have the power to suspend an appointed City Officer pending review and final action of the Council.

(4) Act as purchasing agent for all departments of the City.

(5) Be responsible for preparing and submitting to the Budget Committee the annual budget estimates and such reports as that body requests.

(6) Supervise the operation of all public utilities owned and operated by the City excepting the electric utility department for which the Canby Utility Board has exclusive jurisdiction, control and management as provided in the following Chapter X. The City Administrator shall have general supervision over all City property.

(7) Perform such other duties as may be prescribed from time to time by the Council.

3. Compensation

A. City shall compensate Employee on the salary basis and predicated on an annual salary in the amount of \$165,000 per year, subject to withholdings as required by law. Earned salary will be paid bi-weekly. ~~The initial not-to-exceed value of this contract is capped at \$19,999 in conformance with the Canby City Charter. The City Council will to pass an ordinance allowing for a higher amount of expenditure as soon as practicable.~~

B. ~~All other forms of compensation (e.g. group health, vision, dental and prescription coverages, retirement, accrued leave time (pro-rated personal, vacation, sick leave using four months as the benchmark), life insurance, VEBA) shall be those same afforded to other senior management employees of the City.~~ Insurance coverage, if opted for, shall commence the first day of June 2023 and end the month with the last day worked.

C. ~~City agrees to budget and pay for professional dues and subscriptions of Employee necessary for her continuation and participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation and growth and advancement, and for the good of the city.~~

D. The City will arrange for and pay the cost of a surety bond which Employee must obtain, if any.

E. City shall provide to Employee a ~~City cell phone stipend~~, a City lap top computer, a City email account, remote VPN access to City computer servers, and access to data bases and information necessary to the discharge of her duties.

4. Supervision and Control

Employee shall report to the Mayor and City Council in the discharge of the duties of her position and shall have the full authority granted to the City Administrator by the City of Canby Charter. Employee may appoint or remove employees only with Council approval.

5. Separation

A. ~~Resignation.~~ Employee may resign at any time with fourteen (14) days advance written notice to the Mayor.

B. Termination and Removal.

- a. Employee is an at-will employee who serves at the pleasure of the City Council.
- b. The City Council may terminate this Agreement at any time for any reason or no reason at all, by majority vote of its members.

6. Law of Oregon

This Agreement shall be governed by the laws of the State of Oregon. Venue for court jurisdiction over any dispute involving this Agreement shall be in Clackamas County, Oregon.

7. Indemnification

Consistent with the Oregon Tort Claims Act, City shall defend, hold harmless, and indemnify the Employee against any claim or legal action arising out of the Employee's discharge of her duties under this Agreement and within the scope of her employment whether such claims are made during the period of service or after that time for those services rendered by Employee during the service period. This indemnification obligation continues after this contract has expired.

9. Assignment

Employee may not assign any interest in this Agreement and shall not transfer any interest or delegate any responsibility except those which she assigns to City employees. The services hereby contracted for a personal and shall be performed exclusively by Employee.

10. Modification

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the Parties.

11. Waiver and Severability

In the event any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue to be valid and binding upon the parties. The other party will not construe one or more waivers by either party of any provision, term, or condition of this Agreement as a waiver of a subsequent breach of the same.

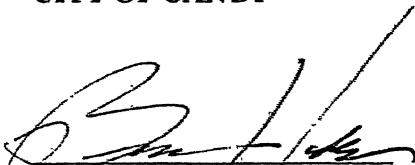
~~**12. Time of Essence**~~

~~Because time is of the essence in the execution and performance of this Agreement, the City Council wishes to enter into this contract now and will move to pass an ordinance as soon as practicable to extend the expenditure amount past \$40,000 in conformance with the Canby City Charter.~~

Dated this 17th day of May, 2023.

CITY OF CANBY


EMPLOYEE



Brian Hodson, Mayor



Eileen Stein, Employee



Joseph A. Lindsay, Acting City Administrator

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Maya Benham, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 7th day of June, 2023 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1603 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

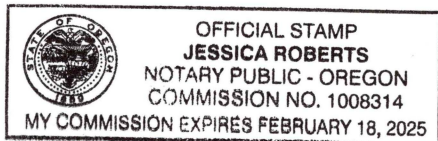
Thereafter, on the 9th day of June, 2023, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building
- 2. Canby Post Office
- 3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 21st day of June, 2023.

Maya Benham
Maya Benham, City Recorder

Subscribed and sworn to before me this 7 day of July, 2023.



Jessica Roberts
Notary Public for Oregon
My Commission Expires: