



City Council Agenda

Mayor
Sean VanGordon

City Council
Damien Pitts, Ward 1
Steve Moe, Ward 2
Kori Rodley, Ward 3
Leonard Stoehr, Ward 4
Marilee Woodrow, Ward 5
Joe Pishioneri, Ward 6

City Manager:
Nancy Newton
City Recorder:
AJ Nytes 541.726.3700

City Hall
225 Fifth Street
Springfield, Oregon 97477
541.726.3700
Online at www.springfield-or.gov

The meeting will only provide virtual/phone access at this time. For the hearing-impaired, an interpreter can be provided with 48 hours' notice prior to the meeting. For meetings in the Council Meeting Room, a "Personal PA Receiver" for the hearing impaired is available, as well as an Induction Loop for the benefit of hearing aid users. To arrange for these services, call 541.726.3700.

Meetings will end prior to 10:00 p.m. unless extended by a vote of the Council.

All proceedings before the City Council are recorded.

July 19, 2021

**5:30 p.m. Special Regular Session Meeting
Virtual Meeting Only**

Registration Required:

Attend from your computer, tablet or smartphone:

Zoom

Meeting ID: 891 7046 2977

https://us06web.zoom.us/webinar/register/WN_mjkY84_gQBSGNPHnu9WL3A

To dial in using your phone in Listen Only Mode:

Dial 1 (971) 247-1195

Toll Free 1 (877) 853-5247

Oregon Relay/TTY: 711 or 800-735-1232

CALL TO ORDER

ROLL CALL – Mayor VanGordon___, Councilors Pitts___, Moe___, Rodley___, Stoehr___, Woodrow ____, and Pishioneri ___.

PLEDGE OF ALLEGIANCE

1. Presiding Judge Employment Agreement
[Nathan Bell]

(05 Minutes)

MOTION: AUTHORIZE THE MAYOR TO SIGN AN EMPLOYMENT AGREEMENT WITH JAMES TIERNEY FOR THE POSITION OF MUNICIPAL COURT PRESIDING JUDGE.

2. Pro Tem Judge Employment Agreement
[Nathan Bell]

(05 Minutes)

MOTION: AUTHORIZE THE MAYOR TO SIGN AN EMPLOYMENT AGREEMENT WITH SUSAN TRIEM FOR THE POSITION OF MUNICIPAL COURT PRO TEM JUDGE.

ADJOURNMENT

AGENDA ITEM SUMMARY**SPRINGFIELD
CITY COUNCIL****Meeting Date:** 7/19/2021
Meeting Type: Regular Meeting
Staff Contact/Dept.: Nathan Bell/Finance
Staff Phone No: 541.726.2364
Estimated Time: 5 Minutes
Council Goals: Provide Financially Responsible and Innovative Government Services

ITEM TITLE: PRESIDING JUDGE EMPLOYMENT AGREEMENT

ACTION REQUESTED: Motion to authorize the Mayor to sign an employment agreement with James Tierney for the position of Municipal Court Presiding Judge.

ISSUE STATEMENT: For the position of Municipal Court Presiding Judge, the Financial/Judiciary Committee has recommended and the full Council has directed staff to prepare and present for approval an employment agreement with James Tierney. The employment agreement as presented is substantially in the same form as the one that will be presented to the Mayor for signature.

ATTACHMENTS: 1. Employment Agreement with James Tierney

**DISCUSSION/
FINANCIAL
IMPACT:** The position of Presiding Judge came open with the retirement of the current incumbent. After completing its recruitment and interview process, the Financial/Judiciary Committee unanimously recommended Mr. Tierney to the full Council for the position. Following an interview of Mr. Tierney by the full Council, staff was directed to prepare an employment contract for consideration.

This position reports directly to the Council and will be under the guidance of the Finance /Judiciary Committee. The Presiding Judge position is compensated for a 32-hour work week and considered a non-union executive management position of the City and will receive a benefit package that is in-line with that which would be provided to other non-union executive management employees.

PRESIDING MUNICIPAL COURT JUDGE EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is between the City of Springfield, Oregon, a municipal corporation ("Employer"), and James Tierney ("Employee").

STATEMENT OF PURPOSE

The Employer operates a municipal court pursuant to the Springfield City Charter, Municipal Code, and applicable Oregon statutes. The Municipal Court Judge is appointed by the City Council and the Employer desires the services of Employee as the Presiding Municipal Court Judge. Employee desires to serve in that capacity and the purpose of this agreement is to set forth their mutual responsibilities.

The parties agree to the following terms:

Section 1: Duties and Authority

The Employer hereby agrees to employ Employee as the Presiding Municipal Court Judge of the Springfield Municipal Court, to perform the functions and duties specified in the Springfield City Charter attached as Exhibit A.

Section 2: Term of Employment

Employee's employment will commence on August 16th, 2021. Employee will remain in the employ of the Employer subject to termination of employment by either party as provided in this Agreement.

Section 3: Qualifications

Employee will maintain all qualifications required for employment as the Presiding Municipal Court Judge, including, without limitation, maintaining good standing with the Oregon State Bar.

Section 4: Compensation

The Employer agrees to pay Employee, for services rendered pursuant to this agreement, payable in installments at the same time as other employees of the employer are paid. Employee shall be paid an annual base salary of \$119,441.92 at a rate of \$71.78 (when calculated hourly) for services rendered pursuant to this Agreement. Your regular schedule is 32 hours per week or an equivalent of 0.80 FTE, although you may need to adjust your schedule and hours to meet departmental needs. This position is considered part-time exempt and is not eligible for additional compensation or overtime pay for hours worked beyond 32 per week.

This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to other non-represented employees.

Section 5: Health, Disability and Life Insurance Benefits

Employer agrees to provide coverage and to make the required Employer premium payments for Employee for comprehensive medical and dental insurance, long-term disability insurance,

and life insurance on the same basis as provided to other management employees. Employee shall be governed by the coverage waiting periods required by the Employer's policies.

Section 6: Paid Time Off

Employee is entitled to accrue all unused Paid Time Off subject to the limitations found in the City's Administrative Regulation, Paid Time Off (PTO). In the event Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for accrued Paid Time Off subject to the PTO Administrative Regulation.

Section 7: Retirement Benefits

A. PERS. The City is an Oregon PERS covered Employer. Employee shall be enrolled in PERS in accordance with PERS requirements upon employment with Employer. Employer shall pay both the Employer's and the Employee's portion of the PERS contribution. Employer agrees to provide the same opportunity for retirement benefits that are provided to General Service employees.

Section 8: General Business Expenses

A. Employer Provided Equipment. The Employer agrees to provide judicial robes and office space and necessary office equipment.

B. Dues and Subscriptions. The Employer 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.

C. Travel and Subsistence Expenses. Employer agrees to pay registration, travel, and subsistence expenses of Employee for professional and official travel, meetings, and occasions as appropriate and based upon availability of funds.

D. Budgetary Approval. Payment of any of the general business expenses identified in this Section are subject to approval through the City budget process.

Section 9: Termination of Employment

A. At Will Employment. The City Council may, subject to the provisions set out below, terminate the services of the Employee at any time, with or without cause, it being expressly understood and agreed between the parties that Employee serves as an at-will employee of the City Council.

B. Notice and Severance Pay. In the event that Employee's employment is terminated without cause while Employee is still willing and able to perform Employee's duties, Employee shall be entitled to:

- i. Not less than ninety (90) days' prior notice of termination; and
- ii. A severance payment equal to 26 weeks of pay at 32 hours per week at the current hourly rate to be paid in a lump sum.

C. Exceptions to Notice and Severance Pay Requirements. Employee shall not be entitled to prior notice of termination, or a severance payment listed in B above, in any of the following events:

- i. Employee is terminated for cause, which shall mean willful misconduct, willful failure to carry out or abide by the lawful directions or decisions of the City Council, dishonesty, or gross malfeasance.
- ii. Employee is convicted of a crime.
- iii. Employee resigns or retires from employment with Employer.
- iv. Employee becomes physically or mentally unable to perform the essential duties of the Presiding Municipal Court Judge with reasonable accommodation as required by law.

D. Resignation. Employee shall provide Employer not less than 90 calendar days' advance notice of termination of their employment by resignation or retirement.

Section 10: Performance Evaluation and Feedback

The Employer and Employee will participate in performance appraisals of Employee and the operation of the Municipal Court at least annually and at any other time that the City Council, in its sole discretion, desires to conduct a review.

Section 11: Hours of Work

Employee is expected to serve on the bench approximately 4 days per week accounting for approximately 80% of scheduled court time. It is recognized that Employee may devote time outside the normal office hours of business for Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule while taking into account the operational needs of the Court, except as follows:

A. Employee shall be available for all scheduled court hours as scheduled by Employer or will arrange with another Springfield Municipal Judge to cover for dockets when Employee is unavailable.

B. Employee must be available forty (40) weekends each calendar year to review Probable Cause Affidavits.

C. Employee will be reasonably available to approve blood draw warrants except during PTO scheduled pursuant to the PTO Administrative Regulation.

Section 12: Outside Employment and Activities

It is understood and agreed that Employee may maintain a separate, private legal practice and accept employment and cases therein that are not in conflict with the interest of the City of Springfield. A conflict of interest includes but is not limited to defending any party in Springfield Municipal Court or representing any parties in claims against the City of Springfield.

Section 13: Indemnification

Beyond that required under federal, state, or local law, Employer shall defend, hold 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 Presiding Judge or resulting from their exercise of judgment or discretion in connection with the performance of their duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employee may request and Employer shall not unreasonably refuse to provide, independent legal representation at Employer’s expense. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. Employer 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 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 their 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 Employer in order for indemnification, as provided in this Section, to be available.

Section 14: Bonding

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

Section 15: Other Terms and Conditions of Employment

A. Amendment. Employer 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 Springfield Charter, or any other law.

B. Administrative Regulations. Except as otherwise provided in Agreement, Employee is bound by the City of Springfield’s Administrative Regulations and Employee Manual.

Section 16: 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:

EMPLOYER: City of Springfield
225 Fifth Street
Springfield, OR 97477
541-746-3700

EMPLOYEE: James Tierney

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 17: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between Employer 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 Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective on the first day of employment.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity or 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. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision itself of any other provision.

IN WITNESS WHEREOF, the Employer has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Recorder, and Employee has signed and executed the agreement the day and year first above written.

EMPLOYER: CITY OF SPRINGFIELD

EMPLOYEE: JAMES TIERNEY

Sean VanGordon, Mayor

Date: _____

James Tierney

Date: _____

APPROVED AS TO FORM & CONTENT:

City Attorney's Office

Date: _____

EXHIBIT A

GENERAL STATEMENT OF DUTIES:

Serves as the judicial officer of the City. Performs judicial activities and oversees the judicial functions of the court, ensuring conformance with legal and departmental requirements. Works as an employee of the City with requirements set forth by the City Council. The City Council has the sole authority to appoint and remove the Presiding Municipal Court Judge as an officer of the City under Section 22 of the Charter for the City of Springfield. The Presiding Municipal Court Judge serves at the pleasure of the City Council and may be removed by the City Council at any time without cause.

The Presiding Municipal Court Judge shall exercise original and exclusive jurisdiction of all crimes, violations, and all actions brought to recover or enforce forfeiture or penalties defined or authorized by ordinances of the City including adopted state criminal and vehicle codes. The Presiding Municipal Court Judge shall have authority to issue process for the arrest of any person accused of an offense against the ordinances of the City, to commit any such person to jail or admit them to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause before the Court, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of the court. When not governed by ordinances or the Charter, all proceedings in the municipal court for the violation of a City ordinance shall be governed by the applicable laws of the State governing justices of the peace and justice courts. Nothing in this section shall preclude transfer of all or part of the municipal court jurisdiction to a state court.

SUPERVISION RECEIVED:

The Presiding Municipal Court Judge works under the executive direction of the City Council. A subcommittee of the Council meets periodically to review the municipal court operations. The Presiding Municipal Court Judge operates independently as to judicial decisions, responsibilities, and functions. Periodically thereafter, the subcommittee of the City Council will meet with the Presiding Municipal Court Judge to receive and discuss court services.

SUPERVISION EXERCISED:

The Presiding Municipal Court Judge shall exercise supervisory oversight over the Pro Tem Judges concerning their in-court and municipal court responsibilities. The day-to-day job supervision and evaluation of the court administrative staff shall be the responsibility of the Finance Director or other designee of the City Manager. The Presiding Municipal Court Judge will consult and cooperate with the Finance Director concerning all aspects of the operation of the court and court personnel and assist with the evaluation of court personnel. The hiring and termination of court personnel shall be done following city personnel procedures for employees who are responsible to the City Manager. The Presiding Municipal Court Judge may not appoint assistants and/or pro-tem judges to fulfill specific functions or roles.

ABILITY TO:

- Ensure all Municipal Court operations are diligently and courteously conducted.
 - Demonstrate an impartial, non-discriminatory approach to all court activities.
 - Avoid appearance of conflicts of interest and exercise sound judgment, keeping individual personal interests separate from responsibilities as Presiding Municipal Court Judge.
 - Manage court environment to ensure individuals are heard and respected.
 - Maintain an appearance of independent and professional court demeanor.
 - Listen actively and attentively to all who come before the court.
 - Manage court environment to ensure individuals rights are consistent with current applicable controlling case law and legislation.
 - Be creative in developing practical solutions to problems faced in the course of court functions.
 - Analyze and appraise case facts, rules of evidence, and jurisdiction.
- Manage and administer Municipal Court operations and personnel in an efficient and timely manner.
 - Manage and initiate court programs in cooperation with the City Prosecutor, City Attorney, and court staff to secure compliance with court orders, fines, assessments and sentences.
 - Manage the proper maintenance and use of confidential information.
 - Manage case loads and court calendar.
 - Provide timely explanation of rulings to City Prosecutor, City Attorney, defense attorneys, police officers, defendants and City officials as the Oregon Code of Judicial Ethics allow.
 - Be punctual and consistent in attendance.
- Establish and maintain effective working relationships with City Council, court staff, City Prosecutor, City Attorney, City department heads, and the general public.
 - Demonstrate conduct and language that reflects positively on the City of Springfield.
 - Concisely communicate verbally and in writing and ensure open channels of communication between the court, its users, City Council and other City departments.
 - Organize and prepare annual or semi-annual reports as requested by the City Council.
 - Assist the City Manager and Finance Director in preparation of annual Municipal Court budget.
 - Work with the Finance Director to manage court costs and expenditures in compliance with adopted budget requirement.
 - Assist the Finance Director with staff evaluations.

AGENDA ITEM SUMMARY**SPRINGFIELD
CITY COUNCIL****Meeting Date:** 7/19/2021
Meeting Type: Regular Meeting
Staff Contact/Dept.: Nathan Bell/Finance
Staff Phone No: 541.726.2364
Estimated Time: 5 Minutes
Council Goals: Provide Financially Responsible and Innovative Government Services

ITEM TITLE: PRO TEM JUDGE EMPLOYMENT AGREEMENT

ACTION REQUESTED: Motion to authorize the Mayor to sign an employment agreement with Susan Triem for the position of Municipal Court Pro Tem Judge.

ISSUE STATEMENT: Susan Triem is retiring from her position as the City's Municipal Court Presiding Judge effective September 2nd, 2021 and has offered to continue her employment with the City on a part-time basis as a Pro Tem Judge, The employment agreement as presented is substantially in the same form as the one that will be presented to the Mayor for signature.

ATTACHMENTS: 1. Employment Agreement with Susan Triem

**DISCUSSION/
FINANCIAL
IMPACT:** The City currently has two Pro Tem Judges that are utilized on the days the Presiding Judge is not scheduled to be on the bench, during jury trials, weekend review of Probable Cause Affidavits, and on-call review of telephonic search warrants. The number of Pro Tem Judges employed by the City has historically ranged from two to four. The addition of Susan Triem to our Pro Tem Judge pool will allow the Presiding Judge more flexibility in scheduling and retain an experienced Judge as a resource for the City.

MUNICIPAL COURT JUDGE PRO TEM EMPLOYMENT AGREEMENT

This Agreement made and entered into this _____ day of _____, 2021, by and between the City of Springfield, Oregon, a municipal corporation, hereinafter referred to as "Employer," and Susan Triem, hereinafter referred to as "Employee."

STATEMENT AND PURPOSE: The Employer operates a municipal court pursuant to the Springfield City Charter, Municipal Code, and applicable Oregon statutes. The Municipal Court Judge Pro Tem is appointed by the City Council and the Employer desires the services of Employee as the Municipal Court Judge Pro Tem. Employee desires to serve in that capacity and the purpose of this agreement is to set forth their mutual responsibilities.

The parties agree to the following terms:

1. DUTIES: The Employer hereby agrees to employ Employee as a Municipal Court Judge Pro Tem of the Springfield Municipal Court, to perform the functions and duties as specified in the Springfield City Charter and as directed by the Presiding Judge.
2. TERM: The term of this agreement shall be through December 31, 2021.
 - (a) Nothing in the agreement shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions of this agreement.
 - (b) Employee may resign at any time, subject only to the provisions of the agreement.
 - (c) During the term of this agreement, it is understood and agreed that Employee may maintain a separate, private legal practice and accept employment and cases therein which are not in conflict with the interest of the City of Springfield. Employee shall not defend defendants in Springfield Municipal Court nor defend parties in claims against the City of Springfield.
 - (d) Except in the case of termination for cause or by mutual agreement of the parties, each of the parties agree not to terminate this contract (by either termination as referred to herein, or resignation), except upon thirty (30) days prior written notice.
3. TERMINATION AND SEVERANCE PAY: The Municipal Court Judge Pro Tem shall be entitled to severance pay in an amount equal to 8 hours of pay at the current hourly rate to be paid in a lump sum, under any one of the following conditions:
 - (a) If the Municipal Court Judge Pro Tem is terminated by the City Council at a time when the Municipal Court Judge Pro Tem is willing and able to perform the duties of Municipal Court Judge Pro Tem, or

- (b) If the Municipal Court Judge Pro Tem resigns because the City has failed to comply with the terms and conditions of this agreement, or
- (c) If the Municipal Court Judge Pro Tem resigns upon a request by the City Council, whether formal or informal.

In the event that the Municipal Court Judge Pro Tem is terminated by the Council for cause, as defined for other employees in the Springfield personnel Manual, then the Municipal Court Judge Pro Tem shall not be entitled to severance pay.

In the event that the Municipal Court Judge Pro Tem voluntarily resigns their position, then the Municipal Court Judge Pro Tem shall not be entitled to severance pay.

4. CLASSIFICATION OF POSITION: The position of Municipal Court Judge Pro Tem is considered an Executive Management position and is classified as a non-union position exempt from FLSA.

5. CONTRACTED HOURS: The Employer and Employee agree that the hours contracted for as part of this agreement are variable, and expected to be between 8 to 16 hours per month.

6. COMPENSATION: The Employer agrees to pay Employee, for services rendered pursuant to this Agreement, payable in installments at the same time as other employees of the Employer are paid. Employee will be paid at an hourly rate of \$110.00 with a guarantee of a minimum of two (2) hours of pay per court session. This position will not be included in the current non-union compensation market study and implementation plan. If Employee provides after-hours review of telephonic search warrants, Employee will be paid at the rate of \$110 per warrant. If Employee provides weekend review of affidavits of probable cause for arrests, Employee will be paid at the rate of \$110 per weekend. All other time requested by the employer will be paid for actual hours worked.

7. PERFORMANCE APPRAISAL: The Employer and Employee will participate in performance appraisals of Employee and the operation of the Municipal Court at a minimum on an annual basis.

8. HOURS OF WORK: Employee is expected to serve on the bench approximately 1 to 2 days per month, with additional days as needed for back-up coverage during trial settings and for vacation/leave coverage for other judges. Employee shall be available for all scheduled hours or will arrange with another Springfield Municipal Judge to cover for dockets where they are unavailable. Employee is also expected to be placed on the judges' rotating after-hours on-call list for review of telephonic search warrants. Employee must be available for occasional weekend review of Probable Cause Affidavits, and must be available for quarterly judges meetings as called by the Presiding Judge or the Finance/Judiciary committee.

9. EMPLOYER PROVIDED EQUIPMENT: The Employer agrees to provide judicial robes, office space and necessary office equipment.

10. DUES AND SUBSCRIPTIONS: The Employer agrees to budget and pay for professional dues and subscriptions of Employee, excluding Oregon State Bar dues, necessary for their continuation and full participation in national, regional, state and local associations regarding the position of judge, and organizations necessary and desirable for their continued professional participation, growth and advancement, and to improve their performance in their duties as Municipal Court Judge Pro Tem of the City of Springfield, subject to the constraints of the Municipal Court budget.

11. PROFESSIONAL DEVELOPMENT: The City agrees to budget and pay registration, travel and subsistence expenses of the Municipal Court Judge Pro Tem for professional and official travel, meetings and occasions deemed necessary or desirable to continue the professional development of the Municipal Court Judge Pro Tem, subject to the constraints of the Municipal Court budget.

12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

(a) Employee agrees to assist in administrative operations of the Court, such as submission of signed monthly time sheets, requests for travel expense reimbursement, and responses to citizen complaints and inquiries, in accordance with established Employer policies and practices. The Finance Director or designee shall be responsible for providing Employee with information regarding these policies and ensuring conformance.

(b) The City Council may, for the Employer, fix any other terms and conditions of employment as it may determine from time to time are appropriate, provided that the terms and conditions are not inconsistent with, or in conflict with, the provisions of this agreement, the City Charter, or any other law.

13. EFFECTIVE DATE: This agreement shall be effective commencing on September 2, 2021.

14. SEVERABILITY: If any provision of 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.

15. ATTORNEY FEES: In the event of legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney fees and other costs and expenses of litigation through and including trial and appeal.

16. ENTIRE AGREEMENT/NON-WAIVER: Except for standards, criteria, or policy directives made applicable pursuant to an employee's performance evaluation, this is

the entire agreement of the parties and it may be modified only in writing and signed by both parties. Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of any other provision of the contract or any other subsequent breach.

IN WITNESS WHEREOF, the Employer has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Recorder, and Employee has signed and executed the agreement.

Sean VanGordon, Mayor
Date: _____

Susan Triem, OSB No. 924820
Date: _____

DRAFT