

City of St. Helens
RESOLUTION NO. 2052

A RESOLUTION APPOINTING MATTHEW SMITH AS THE CHIEF
OF POLICE OF THE CITY OF ST. HELENS

WHEREAS, under the City's Governing Policy, Department Head vacancies are required to be filled by an internal or external recruitment, appointed by the City Administrator and subject to confirmation by City Council; and

WHEREAS, there was a vacancy in the Chief of Police position and the City advertised an internal recruitment, and assembled a 5-person Evaluation Committee, comprised of two regional Chiefs of Police, the Columbia County Sheriff, a representative of the St. Helens Police Association, and a City Councilor, to evaluate the candidates and recommend the highest scoring candidate to be selected as the next Chief of Police; and

WHEREAS, on May 29, 2025, after reviewing written statements and oral interviews, the Evaluation Committee selected Matthew Smith as the highest-ranking candidate in the internal Chief of Police recruitment; and

WHEREAS, on June 4, 2025, per the Governing Policy, the City Administrator appointed Matthew Smith to be the City's next Police Chief, subject to a background investigation and psychological evaluation, and further subject to City Council approval and the City Council voted unanimously to approve this selection; and

WHEREAS, on June 4, 2025, Matthew Smith was appointed to be the Acting Chief of Police effective June 9, 2025, until the permanent appointment of the Chief of Police; and

WHEREAS, having satisfied the requirements of a background and psychological evaluation, the City Administrator appoints Matthew Smith as Chief of Police, subject to City Council confirmation.

NOW, THEREFORE, the City of St. Helens resolves as follows:

SECTION 1. Matthew Smith is appointed as the Chief of Police of the City of St. Helens subject to the employment agreement attached as **Exhibit A**.

PASSED AND ADOPTED by the City Council on this 20th day of August 2025 by the following vote:

Ayes:
Nays:
Abstains:

Jennifer Massey, Mayor

ATTEST:

Kathy Payne, City Recorder

**EMPLOYMENT AGREEMENT
CHIEF OF POLICE
CITY OF ST. HELENS, OREGON**

PARTIES: City of St. Helens (hereinafter “City” or “Employer”)

and

Matthew Smith (hereinafter “Chief” or “Employee”)

RECITALS:

The City, acting by and through its City Administrator in consultation with the Mayor and City Council, in order to establish a professional and business-like relationship between it and its Chief of Police enter into this Agreement to set out the terms and conditions of the Chief’s employment.

IT IS AGREED:

1. Employment. City hereby offers to Employee (and Employee hereby accepts) employment as Chief of Police consistent with the terms of this Agreement. It is understood by the Chief and Employer that the employment relationship between the City and the Chief is employment at will and the only rights the Chief has are those set out in this Agreement.

2. Duties and Responsibilities. The Chief is expected to devote such time and effort as may be required for the effective discharge of his duties as Chief as well as his overall responsibilities as an employee of the City. It is recognized that the Chief will likely be required to devote a great deal of time outside normal office hours to the business of the City, and to that end the Chief will be permitted to establish an appropriate work schedule. The Chief will be compensated on a “salary basis” and is expected to devote whatever time is required to accomplish the City’s business periodically. The Chief’s duties include (but are not limited to) the following:

- A. The initiation, administration and supervision of the law enforcement emergency response related activities and programs for the City;
- B. The initiation, administration and over-all supervision of all functions and programs of the St. Helens Police Department;
- C. The oversight of maintenance and upkeep of Police facilities and equipment and as well as the acquisition of new (or disposal of used) equipment and facilities;
- D. The oversight of all necessary fiscal and other records for the St. Helens Police Department;

- E. The hiring, supervision, training, discipline and development of both sworn and non-sworn personnel appropriate to sustain law enforcement services in St. Helens subject to the personnel policies of the City and policies of the St. Helens Police Department as amended periodically;
- F. To do and perform all things necessary to administer the Police Department in conformance with the City of St. Helens Police Chief position description and to comply with the directions set by the City Administrator periodically.

The Chief shall adhere to all rules, regulations, ordinances and policies now in existence or hereafter adopted by the City and shall administer and oversee the affairs of the Police Department consistent therewith as well as applicable state and federal law.

- 3. Residency. While not a requirement, residency within the City as well as civic involvement within the community are both desired and encouraged.
- 4. Term. This Agreement shall commence and be effective on August 21, 2025. Unless terminated consistent with the terms of this Agreement, the term of this Agreement shall continue for a period of one (1) year (i.e., until August 31, 2026). This Agreement shall thereafter automatically renew each September 1st unless or until either the City (acting through the City Administrator) or the Chief provides written notice to the other at least thirty (30) days prior to the relevant September 1st of intent not to renew or in the event the Agreement is terminated, amended or modified by either the Chief or the City as provided for herein.
- 5. Salary. Commencing on the effective date, the City shall pay Chief for services rendered a monthly salary of thirteen thousand fifty nine dollars and 11 cents (\$13,059.11). In addition, Employee shall maintain vacation and sick leave accrual balances earned and accrued during Employee's employment by the City. The Chief's salary will be adjusted periodically in accordance with the City's practice applicable to senior management positions of the City under the City compensation plan and within the salary range adopted and adjusted periodically by the Council. The City's ability to increase compensation is limited by availability of funds for that purpose and is determined in the budget and by the City's generally applicable compensation determination practices.
- 6. Fringe Benefits. The Chief shall receive the fringe benefits which the City has provided and/or may hereafter provide to regular, non-represented City employees and the senior executive staff of the City. These include, but are not limited to, accrued paid time off as provided for in City policies, health and life insurance, long term disability insurance, group life insurance, VEBA contributions, certification pay, participation in deferred compensation plans on the same basis as paid to other City senior management employees, and PERS retirement benefits year.

7. Other Compensation, Terms and Conditions.

- A. Technology. The City will issue a City owned cell phone of Employee's choosing from among City standards with data connectivity. Employee will be provided a laptop computer with authorized remote connectivity to the City network in addition to 9-1-1 connectivity equipment. These resources will be used for City-related business purposes only in accordance with City policy, provided however that Chief's incidental personal use of these resources while on-duty for reasons of convenience and expediency shall be deemed part of Employee's compensation.
- B. Automobile. The Chief shall be provided a suitable police executive emergency response vehicle with appropriate emergency and communications equipment. The Chief may use this emergency vehicle in the discharge of duties, and at such times and to the extent that the Chief deems appropriate in order to remain in radio contact and be subject to call anywhere in the Portland Tri-County Metropolitan area and Columbia and Clatsop counties, or within the State of Oregon while performing public business. Incidental personal use of the vehicle assigned to the Chief is deemed in the public interest because the Chief is subject to call when immediate response is required, and therefore personal use when the Chief is within a reasonable response area of the City of St. Helens is encouraged and shall not be regarded as a personal benefit or as compensation.
- C. DPSST Management and Executive Level Certification. Within two (2) years of accepting employment as Chief of Police, the Chief shall obtain both a Management Certificate and Executive Certificate from the Oregon Department of Public Safety Standards and Training (DPSST). Failure to obtain both a Management Certificate and Executive Certificate shall be grounds for termination for cause under Paragraph 8.B. below, and Chief shall not be entitled to a severance of any kind.
- D. General Expenses. The City shall reimburse the Chief for reasonable job-related expenses upon receipt of vouchers, receipts or statements. The Chief is authorized to expend City funds in the execution of City business and in representing the City at conferences and otherwise, to purchase materials for recognition of employees or volunteers, and to incur travel and lodging expenses in the conduct of City business.
- E. Dues and Subscriptions. The City will pay for professional dues and subscriptions appropriate for full participation in appropriate associations and organizations necessary and desirable for professional participation, growth and advancement, and to improve performance of duties as Chief. The Chief shall report to the City Administrator on each professional organization for which the City pays dues and subscription services. It is expected that the Chief will represent the City at periodic meetings of the Oregon Association of Chiefs of Police (OACP) and the League of Oregon Cities (LOC), and such

other professional gatherings as the Chief and City Administrator determine appropriate and/or necessary.

- F. Uniforms and Equipment. City shall furnish law enforcement equipment and uniforms required for the Chief. In addition, the City will provide a taxable clothing allowance of seven hundred and seventy-five Dollars (\$775.00) per year administered in accordance with Police Department clothing allowance practices otherwise applicable to others.
- G. Civic Memberships. The City acknowledges the value of having the Chief participate and be directly involved in local civic clubs or organizations. The City shall pay the reasonable membership fees and/or dues to enable the Chief to become an active member in local civic clubs or organizations which are approved in advance by the City Administrator.
- H. Outside Activities. Employment provided for by this Agreement shall be Chief's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Chief may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement. Notification to the City Administrator and pre-approval of outside employment is required.
- I. Flexibility in Hours of Work. In recognition of the demands placed on the Chief of Police, the Chief shall be permitted to flex time off as he may deem appropriate during regular office hours as a salaried employee. Flexed time off for this purpose is not determined with precision in relation to the time worked in excess of the Chief's normal workweek. Such time will not be accounted for in a bank or otherwise, and the Chief shall remain fully accountable and account to the City Administrator for use of this time.

8. Termination and Severance.

- A. Termination Without Cause. This Agreement may be terminated either by the City or the Chief for any reason whatsoever upon giving not less than thirty (30) days written notice to the other party. The parties recognize that the Chief is a key member of the City's executive management team and should therefore provide the City Administrator with the greatest amount of notice possible as soon as possible.
- B. Termination for Cause. This Agreement may be terminated immediately in the sole discretion of the City Administrator upon the occurrence of any of the following:
 - (1) The Chief fails or refuses to comply with the policies, standards and regulations of the City, including but not limited to the Certification requirements set forth in subsection 7.C. of this Agreement, or

written expectations of the City Administrator as may be established periodically;

- (2) The Chief commits act(s) of fraud, dishonesty, misappropriation of funds, deception of the City Administrator or other authority, or such other wrongdoing or misconduct which in the view of the City Administrator, reflects poorly on the Chief and the law enforcement profession and which in the view of the City Administrator compromises the Chief's ability to act as Chief;
- (3) Chief fails or refuses to perform faithfully or diligently any of the duties provided for in this Agreement;
- (4) Any other misconduct that the City Administrator determines would interfere with the Chief's ability to adequately perform his duties and/or results in the initiation of proceedings which could result in the suspension or loss of the Chief's Oregon Department of Public Safety Standards and Training (DPSST) certification.

C. Severance Upon Termination Without Cause. In the event Chief is involuntarily terminated by the City Administrator prior to the expiration of the term of this Agreement or any successive term (when the Chief is willing and able to perform his duties) for reasons other than those set out in subsection 8.B. of this Agreement, then

- (1) If notice of termination without cause is given to the Chief prior to August 1, 2026, Employee shall be reinstated to his former position as Sergeant within the St. Helens Police Department and shall not be entitled to any severance pay.
- (2) If the Chief's employment is terminated by the City without cause, as defined in Section 8.A., after September 1, 2026 the City shall pay the Chief severance pay in an amount equal to three (3) months of Chief's annual salary. The amount of the severance pay will increase by one month each September 1st, from September 1, 2026 until September 1, 2028, when it will be capped at six (6) months of Chief's annual salary. For purposes of illustration, the severance payable to Chief is three (3) months' annual salary as of September 1, 2025, four (4) months' annual salary as of September 1, 2026, five (5) months' annual salary as of September 1, 2027, and six (6) months' annual salary as of September 1, 2028, at which point the severance pay will be capped. In the event the Chief is terminated for cause as set forth in Section 8.B. above, Chief shall not be entitled to any severance payment. Any severance pay will be subject to employment tax withholding and paid in equal monthly installments commencing in the month following the Chief's last month worked. In addition, the City shall pay directly premiums for

health insurance continuation coverage for the Chief and enrolled dependents for so long as eligibility under COBRA continues but not in excess of three (3) months following the last calendar month during which the Chief is employed by the City.

- D. If the City reduces the salary or other financial benefits of Chief in greater percentage than an applicable across the board reduction for all unclassified employees of the City or if Chief resigns at the request of the City Administrator (for reasons other than those identified in paragraph 8.B. of this Agreement), then the Chief may deem this Agreement to be involuntarily terminated without cause and he shall thereby be entitled to the severance amounts consistent with subsection 8.C. of this paragraph.
- E. Upon any termination or resignation, the Chief shall be entitled to a lump sum payment equivalent to all unpaid accrued vacation, holiday and personal leave time off accruals consistent with benefits accorded other non-represented employees of the City in addition to any severance amount described in this Agreement to which the Chief is otherwise entitled.
- F. If Chief voluntarily resigns his position with Employer, Chief shall give the City Administrator at least thirty (30) calendar days' written notice in advance of the anticipated last day of City service. The Chief shall be available to work during this period. The City Administrator, however, shall have the discretion to decide whether Chief shall continue to serve in his position during the notice period. Upon voluntary resignation at any time except as specified in sub-paragraph 8.D. of this Agreement, the Chief shall not be entitled to any severance amount.
- G. In the event Chief is incapacitated or otherwise unable to perform his duties as Chief, upon exhaustion of paid earned leave and other allowed time permitted by Oregon and federal law, the City may either suspend the Agreement until the Chief is able to return to work or terminate this Agreement. In this event, severance shall not apply and other employment benefits shall be exclusive.

9. Goal-Setting and Performance Evaluation.

- A. The City Administrator shall periodically identify goals, objections and concerns beyond those generally described in this Agreement related to duties of the Chief either by informal discussions or more formally. The City Administrator shall meet with Chief at least once during each year of the term of this Agreement for the purpose of setting goals, objectives, priorities and performance standards and to evaluate and assess the performance of the Chief in meeting or progressing towards the goals and expectations previously identified as well as to examine Chief's exercise of authority granted or otherwise identified above in this Agreement. This process shall be conducted in a manner which is consistent with the City and prevailing governmental performance appraisal policy and practice.

- B. In the event the City Administrator determines that the performance of Chief is unsatisfactory in any respect or needs significant improvement in any area, the City Administrator shall describe these concerns in writing and in reasonable detail or with specific examples so as to be objective and positive in nature and so as to provide adequate and meaningful opportunity to correct the deficiency.

10. General Provisions.

- A. Professional Liability. City shall defend, hold harmless and indemnify the Chief from any and all demands, claims, suits, actions and legal proceedings brought against the Chief in his individual capacity, or in his official capacity as agent and employee of the City, consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- B. Amendment. Nothing shall restrict the ability of the City Administrator and Chief to amend or adjust the terms of this Agreement. However, no amendment or adjustment shall be valid unless in writing and signed by both the Chief and the City Administrator.
- C. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.
- D. Relationship to City Policies of General Application. The terms of this Agreement shall control over inconsistent terms and elements of personnel policies of the City. To the extent that this Agreement is not inconsistent therewith, City policies shall constitute terms and conditions governing the Chief's employment.
- E. Mediation. Should any dispute arise between the parties regarding the terms of this Agreement or work or services covered thereby, such dispute shall be submitted to a mediator prior to arbitration if either party elects arbitration. The parties shall exercise good faith efforts to select a mediator whose compensation shall be shared equally by both parties. Mediation will be conducted in the Portland metropolitan area (including Columbia County), unless both parties agree otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten days, or if the parties fail to agree on a mediator within ten days, a mediator shall be appointed by the presiding judge of the Columbia County Circuit Court upon request of either party.
- F. Arbitration. In the event the parties have a dispute concerning the terms of this Agreement, the terms and conditions of the employment relationship, or the violation of any federal, state or local law relating to the employment

relationship (and they have not otherwise resolved the matter through the mediation process set out in subsection 10.E. above), then the dispute shall be resolved by submitting it to binding arbitration.

Within thirty (30) days of a notice by either party to the other requesting arbitration, the City and the Chief shall select an arbitrator from a list of three (3) obtained from Arbitration Services of Portland, Inc. (ASP). The arbitrator shall for purposes of the arbitration proceedings apply the rules of mandatory arbitration as adopted by the ASP in effect at the time of the arbitration.

Within sixty (60) days of the selection or appointment of the arbitrator, both the City and the Chief shall concurrently submit to the arbitrator (supplying a copy to each other) a written statement of their respective legal and factual positions on the dispute. The arbitrator shall determine, after a hearing on the merits and within forty-five (45) days after receipt of the statements, the determination of the dispute which determination shall be final and binding.

Each party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each party shall bear its own expenses for witnesses, depositions, other costs incurred and attorneys.

G. Integration. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

IN WITNESS WHEREOF, the CITY OF ST HELENS, OREGON has caused this Agreement to be signed and executed by its City Administrator. The parties have signed and executed this Agreement, in duplicate, the day and year noted below each signature.

CITY OF ST. HELENS

By: John Walsh
City Administrator

Matthew Smith

Dated: August ___, 2025

Dated: August ___, 2025