

**CITY OF WILSONVILLE
EMPLOYMENT AGREEMENT
CITY ATTORNEY**

This Employment Agreement (“Agreement”) is made and entered into effective the April 30, 2024 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Amanda R. Guile-Hinman** (“Employee”), both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the City desires to continue to employ the services of Employee as City Attorney of the City of Wilsonville; and

WHEREAS, it is the desire of the City to establish certain conditions of employment, establish certain benefits, and set working conditions for Employee; and

WHEREAS, Employee desires to continue employment as City Attorney of the City of Wilsonville;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties and Work Hours

The City hereby agrees to employ Employee as City Attorney of the City of Wilsonville. Employee agrees to devote her full-time efforts to performing the functions and duties of City Attorney, as set forth in the job description on file with the Human Resources Department, and to perform other legally permissible and proper duties and functions as the Wilsonville City Council (“Council”) assigns to her.

Section 2. Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City and, to that end, Employee will be allowed to make reasonable adjustments as she shall deem appropriate during said normal office hours. Any extended reasonable adjustments shall be subject to consultation with the City Manager and the Mayor.

Section 3. Employment Date and Status; Contract Term

3.1 Employment is at all times AT WILL, meaning Employee can resign and the City can terminate Employee’s employment at any time, with or without cause, subject to the severance benefits described in **Section 9**. Employee has been employed by the City since May 2, 2022, which date is hereinafter referred to as the Employment Date. If Employee is not otherwise terminated earlier, as provided in **Section 9** below, the term of this Employment Agreement will be for a two-year period, from the Effective Date through and including April 30, 2026.

Section 4. Compensation and Allowance

4.1 First Contract Year. Employee will receive an annual base compensation of \$189,925.32 (“Salary”), effective May 1, 2024, through April 30, 2025.

4.2. Second Contract Year. Subject to **Subsection 4.3** herein, Employee will receive an increase to the Salary of five and one-half percent (5.5%), effective May 1, 2025, through April 30, 2026.

4.3. A majority of the City Council members may elect to reevaluate the annual base compensation amount prior to the start of the subsequent year.

4.4. In addition to Salary, Employee will receive a \$100.00 per month allowance to put towards Employee’s cost of maintaining a cellular phone or technology that is used in connection with her work for the City. In addition to the foregoing, Employee will receive the standard benefits offered to City employees, as outlined in **Section 5**.

Section 5. Other Benefits; Administrative Time

5.1 The City will provide Employee with a standard benefits package, as is offered all other executive-level, full-time City employees, including health, dental, and life insurance, PERS benefits, vacation time and sick leave. Details on all benefits are available through the Human Resources Department. Employee has the option to cash out up to five days (40 hours) of vacation time per contract year. In addition to the standard City benefits, the City will contribute a percentage of Employee’s base Salary to Employee’s 401(a) retirement plan. This plan vests over a six (6) year period. The City’s contribution to Employee’s 401(a) retirement plan will be as follows:

5.1.1. First Contract Year. The City will contribute three and one-quarter percent (3.25%) of Employee’s base Salary to Employee’s 401(a) retirement plan.

5.1.2. Second Contract Year. The City will contribute three and one-half percent (3.5%) of Employee’s base Salary to Employee’s 401(a) retirement plan.

5.2 Due to the nature of the City Attorney’s position, Employee will be required to attend numerous evening and some occasional weekend meetings. As a result, the City allows for reasonable flexibility in the normal work hours and will provide Employee ten (10) paid “administrative days” off, to be used in Employee’s reasonable discretion, at times when her workload and meeting schedule allow. Employee shall not receive monetary compensation/salary for work in excess of normal office hours. The ten paid “administrative days” will be made available to Employee on her Employment Date, and she will receive ten paid “administrative days” on the anniversary of her Employment Date. Employee must use the “administrative days” each year or they will be forfeited; they will not “carry over” into subsequent years. Any unused “administrative days” will not be paid at the time of Employee’s resignation or retirement, or if this Agreement is terminated pursuant to **Section 9**.

Section 6. Dues and Subscriptions

The City agrees to budget and pay for the professional dues and subscriptions of Employee necessary for her continuation and full participation in the Oregon State Bar, governmental law section of the Oregon State Bar, land use section of the Oregon State Bar, other relevant county bar associations, the Oregon City Attorney's Association, and the National Institute of Municipal Legal Officers, which are necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the City.

Section 7. Professional Development

7.1. The City hereby agrees to, in accordance with City travel and expense guidelines and policies, budget and pay for the travel expenses of Employee for: (a) professional and official travel; (b) meetings, and occasions adequate to continue the professional development of Employee; and (c) meetings and occasions adequate to pursue necessary official and other functions for the City. These shall include the Oregon State Bar and sections of government law and land use, the City Attorney's Association, the International Municipal Law Officer's Association, and other national, regional, state, and local governmental groups and committees thereof on which Employee may serve as a member and/or have been approved by the City.

7.2. The City also agrees to budget and pay for the necessary continued legal educational expenses of Employee for short courses, institutes, and seminars that are necessary for her continued licensing as a member of the Oregon State Bar.

7.3. The City agrees to maintain the necessary legal library as agreed upon by Employee and the City.

Section 8. Performance Evaluations

Council shall review and evaluate the performance of Employee approximately annually, or more frequently than annually if performance issues exist. Said review and evaluation shall be in accordance with criteria developed by the Council and may include feedback or review from categories of other City employees or relevant third parties. Said criteria may be added to or deleted from as Council may from time to time determine. Input regarding Employee's performance will be requested from all council members. Council and Employee shall periodically define goals and performance objectives which they determine necessary for the proper operation of the City and attainment of Council's policy objectives. Council and Employee shall work together to establish priorities among those various goals and objectives. The goals will be set to generally be attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided for.

Section 9. Termination and Severance Pay

9.1. Subject to the terms and conditions stated herein, in the event this Employment Agreement is terminated by Council not "For Cause", and at such time of termination Employee remains willing and able to perform her duties under this Agreement, the City agrees to pay Employee

a severance payment equal to either greater of: (a) six months' Salary; or (b) one (1) months' Salary per year of service, with a maximum of twelve (12) months; plus reimbursement for health benefits in place at the time of termination equal to the severance payment period ("Severance"). In the event Employee is terminated by Council after October 30, 2025, and at the time of termination Employee remains willing and able to perform her duties under this Agreement, and termination is not "For Cause," the City agrees to pay Employee a severance payment equal to Salary for months remaining on this Contract to April 30, 2026 or a minimum of three months' Salary, whichever is greater ("Remainder Severance"), plus reimbursement for health benefits in place at the time of termination equal to the Remainder Severance payment period. Payment of the Severance or Remainder Severance is conditioned upon Employee signing a Settlement and Release of Claims Agreement in consideration of such payment. Council may elect to pay the dollars portion of the Severance or Remainder Severance payment in a lump sum or in equal monthly installments. To the extent allowed by law, the medical coverage premiums will be reimbursed after payment by Employee for up to twelve (12) months of coverage, dependent on years of service. Severance will not be paid if Employee either does not sign the Settlement and Release of Claims Agreement or if Employee is terminated "For Cause." As used herein, "For Cause" shall mean that Employee is terminated because of malfeasance, gross negligence, insubordination, theft, deception (by material untrue statement or material intentional omission), fraud, a violation of the Oregon Rules of Professional Conduct, or a criminal felony conviction.

9.2. No Severance or Remainder Severance will be paid if Employee voluntarily leaves her position.

9.3. In the event Employee is unable to work because of disability, the Severance amount set forth in **Section 10** shall apply in lieu of the above Severance.

9.4. In the event Employee voluntarily resigns her position with the City, Employee agrees to use good faith efforts to give the City three (3) months' notice in advance, unless the parties otherwise agree. Employee shall not be entitled to Severance if Employee voluntarily resigns, regardless of how and when notice is given.

Section 10. Disability

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period that exceeds exhaustion of allowed state and federal family medical leaves or other state or federal leave programs, the City shall have the option to terminate this Agreement and, in that case, Severance will be equal to three (3) months' of wages and health benefits, but will cease to be paid as soon as disability insurance proceeds begin to be received, if such payments occur sooner than the expiration of the three (3) month Severance period.

Section 11. Suspension in Lieu of Termination or Immediate Termination, Discipline

11.1 The City may suspend Employee with full pay and benefits at any time during the term of this Agreement, but only if a majority of Council vote to suspend Employee pending an investigation into allegations of malfeasance, gross negligence, insubordination, theft, deception, fraud, violation of City policy or the Oregon Rules of Professional Conduct, or a criminal felony

charge. Suspension discussion shall occur in executive session, to the extent permitted under Oregon public meetings laws. The action to suspend will be taken in a public meeting, to the extent required by Oregon law. Employee shall be given written notice setting forth any allegations that could lead to suspension at least five (5) days prior to such executive session and shall be given the opportunity to present defenses or provide a statement during executive session, but Employee shall not be allowed to be present during Council deliberations that follow. During that five (5) day or more interim period before the matter can be heard by Council, the City may temporarily suspend Employee with pay. Nothing contained herein shall be construed to require a suspension before termination; however, the procedures and timelines described in this paragraph for a suspension will also apply in the event the City contemplates terminating this Employment Agreement.

11.2 Employee is subject to all employment policies applicable to City employees as described in the City's Employee Handbook. That means that Employee will be subject to the City's policies regarding discipline, located in the City's Employee Handbook.

Section 12. Indemnification

The City shall defend, save 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 City Attorney. The City may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. No indemnification shall apply to acts done outside the course and scope of employment.

Section 13. Other Terms and Conditions of Employment

Council, in consultation with Employee, shall 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 Charter, or any other law.

Section 14. General Provisions

14.1. This Agreement shall constitute the entire agreement between the parties.

14.2. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

14.3. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

14.4. This Agreement may only be amended in writing, signed by both the City and Employee.

14.5. Waiver of any provision of this Agreement, either by the City or Employee, shall not constitute a future waiver of that or any other provision of this Agreement.

14.6. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon, and venue for any dispute shall be in Clackamas County.

14.7. This Agreement, along with the City’s employment policies (as described in the City’s Employee Handbook or in resolutions or rules implemented by the City Council, and as they may be amended and expanded from time to time), which have been or will be provided to and signed by Employee, sets forth the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, promises, or communications that are not contained herein.

IN WITNESS WHEREOF, the City of Wilsonville has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder. Employee has signed and executed this Agreement. This Agreement may be signed in counterpart and with duplicate originals so that the City and Employee will both have an original copy of this Agreement.

DATED:_____

CITY OF WILSONVILLE

EMPLOYEE

By: _____
Julie Fitzgerald
Mayor

Amanda Guile-Hinman

ATTESTED TO:

Kimberly Veliz, City Recorder