

Board of Commissioners

Robert Stevens – Chairman
Frank Spence – Vice-Chair
Tim Hill – Secretary
James Campbell – Treasurer
Dirk Rohne – Assistant Secretary/Treasurer

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Astoria, OR 97103
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Workshop Session

November 21, 2023

The meeting will be held immediately following the 4:00 PM Executive Session
10 Pier 1, Suite 209

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES/ADDITIONS TO THE AGENDA
5. PUBLIC COMMENT:
This is an opportunity to speak to the Commission for 3 minutes regarding any topic. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
6. ACTION:
 - a. Executive Director Evaluation/Contract – Presented by George Dunkel SDAO3
7. COMMISSION COMMENTS
8. EXECUTIVE DIRECTOR COMMENTS
9. UPCOMING MEETING DATES:
 - a. Regular Session – December 5, 2023 at 4:00 PM
 - b. Workshop Session – December 19, 2023 at 4:00 PM
10. ADJOURN

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/CommissionMeetings/AgendaMinutes.aspx>

Please allow time for the normal posting procedure for agendas and meeting packets.



Board of Commissioners

HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTZFPQTizQT09>
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

Dial In: (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at admin@portofastoria.com.

**Employment Agreement
Between
Port of Astoria
and
William Chase Isom**

This agreement effective the 3rd day of December, 2023 by and between the Port of Astoria, hereinafter referred to as “Port,” and William C. Isom, hereinafter referred to as “Executive Director”.

Recitals

Employer is a Port pursuant to ORS Chapter 777.

The Board of Commissioners of the Port of Astoria has the authority to appoint an Executive Director, and have voted to continue employment of William C. Isom to that position on the terms contained in this agreement.

William C. Isom hereby accepts said employment on the following terms contained in this agreement.

This agreement is intended by the parties to replace and supersede all prior agreements and amendments.

(1) Duties and Responsibilities:

The authority of the Executive Director, consistent with state law, Port of Astoria bylaws or ordinances and resolutions shall include, but not be limited to the following: the Executive Director is solely responsible for the overall management, administration and direction of Port operations; the hiring disciplining and firing of Port employees; the negotiation, execution and administration of Port contracts within budget appropriations pursuant to Port policy. Any action taken by the Port of Astoria Commission to diminish this authority shall be considered a breach of contract as outlined in section (9)(2). Additionally, the Executive Director shall have the responsibilities as more specifically outlined here:

1. Lead the Port in its efforts to implement the goals and strategies outlined in its Strategic Business Plan and envision and accomplish sound business initiatives.
2. Implement marketing and outreach programs and represent the Commission in relationships with customers, local, state and federal officials, and the community.
3. Implement and maintain positive relationships with community resources, other critical users of the Columbia River, Port facilities, and the media.
4. Oversee all appointments, disciplinary actions, terminations and other personnel management actions for Port employees.

5. Coordinate the activities of all consultants to the Commission, including legal counsel, planners, auditors, architects and engineers.
6. Provide the Commission with current information regarding business trends, market conditions, and opportunities relevant to the Commission's short and long-term goals.
7. Oversee preparation, submission and adherence to the Port's annual operating budget and capital improvement planning in strict compliance with applicable Oregon budget law.
8. Provide leadership, direction and training to Port staff, always seeking to improve the overall efficiency, effectiveness and public perception of Port operations and personnel, and constantly striving to maximize staff's potential as individuals and as a team.
9. Regularly review Port departmental policies and procedures, and revise when appropriate, in consultation with the Port Commission.
10. Supervise and coordinate negotiation of rental/lease agreements, collective bargaining agreements, and other related business transactions.
11. Oversee the scheduling of all Commission meetings following the guidelines of Oregon Public Meeting Laws. Attend all meetings unless excused by the Commission.
12. Perform other duties and responsibilities as assigned by the Commission.

(2) Term

1. The initial term of this Agreement shall begin on December 3rd, 2023 and shall initially terminate on December 2nd, 2028. This "Rolling Agreement" will automatically extend an additional year for each annual satisfactory or better performance review of the Executive Director performed by the Port Commission, e.g., a satisfactory or better performance review on December 2nd, 2024 would extend this agreement an additional year to December 2nd, 2029. This review is to be completed no later than December 2nd of each year in executive session, unless the Executive Director requests an open hearing. The review and evaluation shall be in accordance with specific criteria mutually developed and agreed to by the parties. Should the Port of Astoria Commission not complete a review by this date the contract shall also extend an additional year. This agreement shall remain in effect until expired by date or via termination as provided in section three (3) of this agreement.

(3) Termination

1. Termination by Port without Executive Director's Consent. The Commission may terminate Executive Director's employment at any time, with or without cause and without Executive Director's concurrence. However, if Executive Director is terminated without cause, then Port shall pay to

Executive Director as severance pay, all of the aggregate salary to which the Executive Director would have otherwise been entitled under this Agreement from the date of termination until the expiration date of the contract at the time of termination. These payments are to be made in bi-weekly increments in accordance with the Port's regular payroll schedule, unless a lump-sum payment is preferred by the Port, in which case such severance may be paid as a lump-sum to employee within 30 days of separation. Should the employee elect COBRA continuation coverage, the Port will also reimburse Employee for six (6) months of the costs of the premium for the same level of coverage as exists at the time of termination, provided Employee submits a request for reimbursement with appropriate documentation no more than 90 days after his or her last day of employment. Such severance payments and COBRA premium reimbursements, shall be subject to applicable taxes and standard withholdings.

2. Mutual Agreement: This contract may be terminated at any time upon the mutual agreement of the parties.

3. By Executive Director: The Executive Director may resign upon ninety (90) days advance notice in writing, unless otherwise agreed by the Port. If the Executive Director resigns from employment, the Port shall have no further obligation or liability to Employee under this Agreement, including but limited to severance pay.

4. By Port for Cause: If the Executive Director is terminated for cause as provided below, then Port shall pay to Executive Director as severance pay, 3 months of the aggregate salary to which the Executive Director would have otherwise been entitled under this Agreement. These payments are to be made in bi-weekly increments in accordance with the Port's regular payroll schedule, unless a lump-sum payment is preferred by the Port, in which case such severance may be paid as a lump-sum to employee within 30 days of separation. Should the employee elect COBRA continuation coverage, the Port will also reimburse Employee for three (3) months of the costs of the premium for the same level of coverage as exists at the time of termination, provided Employee submits a request for reimbursement with appropriate documentation no more than 90 days after his or her last day of employment. Such severance payments and COBRA premium reimbursements, shall be subject to applicable taxes and standard withholdings.

A. Termination "for cause" shall mean any of the following:

(1) Employee's conviction in a court of law or plea of guilty of nolo contendere to a felony, or Employee's conviction in a court of law for fraud, misappropriation or embezzlement in connection with the assets of the Port;

(2) Employee's refusal to perform the assigned tasks or specific directives of Employer, which directives are reasonably consistent with the nature and scope of the Employee's duties and which are not remedied by Employee within a reasonable time after receiving written notice of such refusal;

(3) Any gross act of dishonesty by Employee, which is materially and demonstrably injurious to the Port;

(4) Employee's use of alcohol or drugs which interferes with Employee's performance of Employee's obligations under this Agreement.

B. Termination "for cause" shall not include:

(1) Unsatisfactory business performance of the Port;

(2) Mere inefficiency; or

(3) Good faith errors in judgment or discretion by the Employee.

With any termination the Executive Director is entitled to all rights granted in the Port Personnel Policies, which would include payout for all accrued vacation (up to 900 hours) and applicable sick leave.

(4) Discipline

1. The Port's general disciplinary policies do not apply to the Executive Director. In the event the Port deems it necessary to issue discipline to the Executive Director, that discipline may include performance improvement and/or corrective action plans, reprimands, paid suspensions, or termination as outlined in section three (3), depending upon the severity of the offense or actions involved. The Executive Director shall have the choice of public or confidential disciplinary proceedings. All discipline processes will be conducted in accordance with the Oregon Public Meetings law, as applicable.

(5) Salary and Benefits:

1. The Executive Director shall be paid an annual minimum base salary of \$190,955 payable in installments at the same time and manner as other employees of the Port are paid. Salary will be adjusted annually on July 1st based on CPI West Region. Additionally, the Port at their sole discretion may offer merit-based salary increases as a part of the Executive Director's annual performance evaluation. The Executive Director's employment by the Port is Fair Labor Standards Act ("FSLA") exempt, and not eligible for overtime.
2. The Executive Director is eligible for participation in the standard benefit programs established by the Port and in effect during employment. Executive Director shall be entitled to and shall receive all benefits of employment available generally to other exempt employees of the Port, as set forth in the Port's Personnel Policies and other policies, and as updated from time to time. Where a specific benefit enumerated in this agreement is greater than that provided to other employees, the terms of this agreement control. In addition to the available fringe benefits, Port has agreed to grant Executive Director the following:

- A. Vacation: Executive Director will be entitled to 20 non-working vacation days annually to be accrued monthly. The maximum vacation accrual will be 900 hours.
- B. Retirement: Port will continue to pay both the employer and employee contribution to the Oregon Public Employees Retirement System (PERS).
- C. Deferred Compensation, IRS 457 (b) Plan: Port will contribute 1,900.00 per month into the Executive Directors account in the IRS 457 (b) or another mutually agreeable plan if the IRS 457 (b) plan becomes unavailable to Executive Director.
- D. Vehicle Allowance: Port will provide a monthly vehicle allowance of \$ 800.00 for use of Executive Director's personal vehicle as an employee of the Port. The Executive Director will be responsible for all maintenance, insurance coverage and operating expenses. This allowance will also cover all in-district (Clatsop County) travel costs. The Port will reimburse the Executive Director for all out-of-district travel, per the Port's travel reimbursement policy.
- E. Insurance Benefits: Port will provide Executive Director the same insurance benefits as are provided to other management personnel except that Executive Director will receive additional term life insurance paid by the Port in the amount of \$200,000.00.
- F. Reimbursement, as needed, for the replacement cost of employee's personal cellular phone used for business purposes, which the parties acknowledge may be used for both business and personal use.

(6) Professional Dues and Continuing Education

1. It is beneficial for the Port to encourage Executive Director's continued professional participation, growth and advancement. The Port agrees to budget and pay for reasonable travel, fees and subsistence expenses of the Executive Director for short courses, institutes, seminars or other trainings which are necessary for his professional development and for the good of the Port. The Port will also provide membership dues and continuing education for Executive Director to maintain active CPA license.

(7) Professional Liability:

1. The Port shall, subject to Oregon law and insurance carrier rules and policy limitations, hold harmless and indemnify the Executive Director from any/and all demands, claims, suits, and legal proceedings brought against the Executive Director in the Executive Director's individual capacity or in the Executive Director's capacity as agent and employee of the Port.
2. In no case shall individuals be considered personally liable for indemnifying the Executive Director against such demands, claims, suits, actions and legal proceedings.

(8) Entirety of the Agreement:

1. This contract constitutes the entire agreement between the parties, integrates all the terms and conditions included herein, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(9) Breach of Agreement:

1. Failure by the Executive Director to fulfill the obligations set forth in this agreement shall be considered a breach of this contract and the Port may terminate the contract immediately, per the applicable Termination section 3 of this agreement.
2. Failure by the Port to fulfill the obligations in this agreement shall be considered a breach of contract and the Executive Director shall be entitled to all salary and benefits guaranteed in the Termination by Port without Executive Director's Consent without cause, section (3)(1) of this agreement, unless an alternate solution is mutually agreed upon in writing by both parties.

(10) Indemnification:

1. Port shall indemnify and hold Executive Director harmless for any claim, suit, or action brought by and third party against Executive Director personally or in his capacity as Executive Director, arising out of, or incurred as part of, the course and scope of his duties as Executive Director, unless the act or omission involved willful or wanton conduct. Any settlement of any claim requires prior approval of the Port in order for indemnification to be available.

(11) Applicable Law:

1. This agreement is subject to all applicable laws of the State of Oregon.

(12) Savings Clause:

1. If, during the term of this Employment Contract, it is found that a specific clause of the contract or a portion thereof is illegal under federal or state law, the remainder of the contract not affected by such law shall remain in full force.

(13) Modification:

1. The parties may, during the term of this agreement, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.

In Witness whereof, the Port pursuant to the authority of its Board of Commissioners, has caused two originals of this agreement to be signed in the name of the Port by the Port Commission Chair, and the Port of Astoria Commission Vice-Chair has hereunto affixed his hand on the _____ day of _____ 2023.

Employer:

Robert Stevens, Chairman
Port of Astoria Board of Commissioners

Frank Spence, Vice-Chairman
Port of Astoria Board of Commissioners

Employee:

William C. Isom, Executive Director