



City Hall, PO Box 708, Garibaldi, OR 97118  
Office: (503) 322-3327 | Fax: (503) 322-3737  
City email: [city@ci.garibaldi.or.us](mailto:city@ci.garibaldi.or.us)

## **SPECIAL COUNCIL MEETING AGENDA**

### **THURSDAY, April 2, 2020 – 6:00 P.M.**

Council Chambers, Garibaldi City Hall, 107 6<sup>th</sup> Street, Garibaldi, Oregon

6:00 A.M. – SPECIAL CITY COUNCIL MEETING

- I. PLEDGE OF ALLEGIANCE
- II. CONVENING OF MEETING
- III. PUBLIC HEARING:  
Nothing Scheduled
- IV. CONSENT CALENDAR
- V. PUBLIC COMMENT
- VI. PRESENTATIONS:  
Nothing Scheduled
- VII. CORRESPONDENCE:  
Nothing Received
- VIII. COMMUNITY REPORTS:  
Nothing Scheduled
- IX. OLD BUSINESS:  
None
- X. NEW BUSINESS:
  - A. Resolution 2020-01.....2.
  - Tillamook County Resolution R-20-005.....3.
  - Tillamook County Resolution R-20-006.....5.
  - B. Fire Chief Contract.....7.
- XI. STAFF REPORTS  
None
- XII. COUNCIL REPORTS
- XIII. EXECUTIVE SESSION: - Pursuant to ORS 192.660 (State Subsection – If Necessary)
- XIV. ADJOURNMENT

+ Supporting documents for this agenda are available at City Hall.

\*Note – Per the Governor’s Executive Order 20-12 - This meeting will only permit attendance through an online portal. To attend, please use the following access online:

<https://zoom.us/j/700997434?pwd=L1VSSmRaYjVwS3ZvdzNxV3lHS0dBQT09>

Meeting ID: 700-997-434

Meeting Password: 729685

**RESOLUTION 2020 -01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARIBALDI EXPRESSING SUPPORT FOR TILLAMOOK COUNTY RESOLUTIONS #R-20-005 AND #R – 20 -006**

WHEREAS, ORS 401.305 grants broad public health emergency powers to the Tillamook County Commissioners; and

WHEREAS, Tillamook County Commissioners, on March 22, 2020, adopted Resolutions #R-20-005 and #R-20-006 designating a State of Emergency within Tillamook County due to the spread of the Coronavirus (COVID-19) and imposing County-wide emergency rules, including but not limited to closing all parks within Tillamook County and limiting the use of certain transient lodging facilities; and

WHEREAS, Governor Kate Brown has issued several orders pertaining to the curtailment of social, personal, and business activities within the State of Oregon due to this emergency; and

WHEREAS, the City of Garibaldi City Council believes that this emergency still exists and will affect Garibaldi City residents and may impact Garibaldi City services; and

WHEREAS the City Council of Garibaldi wishes to express its support of the County Resolution (which is attached hereto for reference purposes only) during this public health crises; and

WHEREAS, expressing such support does not relinquish or diminish any the City's existing authority, responsibilities, or powers to regulate or take lawful actions within its own boundaries or its authority to declare an emergency under ORS 401.309;

NOW, THEREFORE, LET IT BE RESOLVED THAT:

1. The City Council hereby expresses its support of Tillamook County Commissioner's Resolutions #R-20-005 and #R-20-006.

**PASSED BY THE COMMON COUNCIL OF THE CITY OF GARIBALDI AND APPROVED BY THE MAYOR**, this 2nd day of April 2020

\_\_\_\_\_  
Hon. Judy Riggs, Mayor

ATTEST:

\_\_\_\_\_  
Geoff Wullschlager, City Manager

1 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARIBALDI EXPRESSING SUPPORT FOR TILLAMOOK COUNTY RESOLUTIONS #R-20-005 and #R-20-006



DATED this 14<sup>th</sup> day of March, 2020.

BOARD OF COMMISSIONERS FOR  
TILLAMOOK COUNTY, OREGON

Bill Baertlein  
Bill Baertlein, Chair

Aye	Nay	Absent/Abstain
<u>✓</u>	<u>    </u>	<u>  /  </u>

M.F. Bell  
Mary Faith Bell, Vice Chair

<u>✓</u>	<u>    </u>	<u>  /  </u>
----------	-------------	--------------

David Yamamoto  
David Yamamoto, Commissioner

<u>✓</u>	<u>    </u>	<u>  /  </u>
----------	-------------	--------------

ATTEST: Tassi O'Neil, County Clerk

BY: Rebel Hayes  
Special Deputy

APPROVED AS TO FORM:

Joel W. Stevens  
Joel W. Stevens, County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

In the Matter of the Continuance of a     )     RESOLUTION  
Local State of Emergency Within         )     #R-20-006  
Tillamook County                             )

This matter came before the Tillamook County Board of Commissioners on March 22, 2020. The Board of Commissioners, being fully apprised of the records and files herein, finds as follows:

1. Under the emergency powers granted by ORS 401.305, on March 14, 2020 the Board of Commissioners signed Resolution #R-20-005 designating a State of Emergency within Tillamook County due to the spread of the Coronavirus (COVID-19).
2. The emergency still exists and additional measures are required to address the emergency.

NOW, THEREFORE, LET IT BE RESOLVED, that following are effective immediately:

3. As allowed by law, the Board of Commissioners may redirect funds as needed to this emergency.
4. Emergency procurements of goods and services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), and ORS 279C.380(4). Pursuant to ORS 279B.080(2), county department heads issuing emergency contracts shall set a solicitation time period that is reasonable under the emergency circumstances and may issue written or oral requests for offers or make direct appointments without compensation.
5. The following closures shall go into effect no later than **12:00 p.m. on Monday, March 23, 2020:**
  - a. Closure of all county, state, and federal parks within Tillamook County. Current park hosts and employees of the park are allowed to remain in the park;
  - b. Closure of all county parking lots, beach access, and certain parking areas along road rights-of-way;
  - c. Closure of all county public boat launches to non-commercial users that do not commercial fish for the purpose of providing a retail food source; and
  - d. Closure of all transient lodging facilities including, but not limited to, motels, hotels, short-term vacation rentals, bed and breakfasts, RV parks, and

campgrounds. Transient lodging facilities may remain open to serve only the following designated groups:

- i. Current users registered for longer than thirty (30) consecutive days.
- ii. Essential personnel as defined by federal law, where lodging in Tillamook County is necessary for work involving the safety of human life or the protection of property or performing certain types of other work consistent with the intent of this provision (e.g. emergency and public safety responders, truck drivers and supply providers, and construction industry workers).
- iii. Other individuals as authorized by the Tillamook County Health Authority.

6. Resolution #R-20-005 declaring a local State of Emergency is hereby extended and shall expire on April 28, 2020, unless extended by the Board. This Resolution in the matter of continuance of a local state of emergency shall expire on April 28, 2020, unless extended by the Board.

DATED this 22<sup>nd</sup> day of March, 2020.

BOARD OF COMMISSIONERS FOR  
TILLAMOOK COUNTY, OREGON

Aye    Nay    Absent/Abstain

Bill Baertlein  
Bill Baertlein, Chair

      

Mary Faith Bell  
Mary Faith Bell, Vice Chair

      

David Yamamoto  
David Yamamoto, Commissioner

      

ATTEST: Tassi O'Neil, County Clerk  
BY: Rocky Hartz  
Special Deputy

APPROVED AS TO FORM:  
Joel W. Stevens  
Joel W. Stevens, County Counsel

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Garibaldi, a duly formed City, a municipal corporation, under ORS Chapter 478, hereinafter referred to as **Employer**, and Jay Marugg, who the City desires to hire as the Fire Chief, hereinafter referred to as **Employee**.

It is hereby agreed as follows:

### SECTION I. PART TIME EMPLOYMENT

Employer hereby employs Employee, and Employee accepts employment pursuant to the terms and conditions of this Agreement. All prior agreements, oral or written, are terminated by the execution of this Agreement and have no further force or effect unless expressly stated herein. Employee's position shall be a part time, FLSA exempt, salaried Fire Chief, supervised by the City Manager, as is more specifically described in Section III below.

### SECTION II. TERM / RENEWAL

The initial term of this Agreement shall be for one year, commencing on 01/01/2020 at 9 am and terminating on 12/31/2020 at 5 pm. This Agreement shall automatically renew for one additional renewal term of 1 year unless either party provides written notice of its intent not to renew within ninety (90) days of the expiration of the original term.

### SECTION III. DUTIES

Employee's title is Fire Chief and, in consideration of the compensation and benefits provided herein, Employee hereby agrees:

A. Both Employer and Employee recognize this is a salaried position that requires the employee to be on call 24 hours a day, 7 days a week, 365 days a year unless alternate staffing plans have been made. The employee agrees there is no overtime with this position. The City gives the Fire Chief the authority to flex hours as needed to accomplish goals and perform duties as set forth in said job description. Duties require to be present or on duty fulfilling fire operations, administrative or fire duty coverage for a minimum of 20 hours a week.

B. To perform all duties of the Fire Chief as listed in the attached job description which may be amended from time to time by the City Council;

C. To initiate, administer and supervise all Fire Department functions and programs of Employer and to insure that during his absence from the Fire Department, the Department is adequately supervised;

D. To supervise the maintenance, replacement, and upkeep of any Fire Department facilities and equipment owned or maintained by Employer, and to recommend to Employer the acquisition of new or sale of used equipment and facilities;

E. To keep and maintain proper Fire Department employment, operational, and fiscal records and to provide a proposed annual budget to the City Manager in a timely manner.

F. With the pre-approval of the City Manager, to hire, discipline, supervise, and fire all Fire Department personnel; and

G. To perform all other functions necessary to completely and fully administer and supervise the Fire Department in accordance with the directives and policies of Employer and City Manager.

#### **SECTION IV. EVALUATION**

Employee, in carrying out his responsibilities, shall demonstrate the following:

A. Ability to cooperate with the governing body, staff, community citizens and leaders, peer organizations and neighboring cities and the County;

B. Ability to effectively and honestly communicate;

C. Ability to effectively lead employees and volunteers;

D. Good work habits as an example to employees;

E. Full and efficient administration and utilization of all facilities and services;  
and

F. Management skills necessary to maximize the fire services made available to the patrons and minimize the cost to the taxpayers

The Employer shall conduct a performance review based upon the above criteria and overall performance of job duties. The review will be completed by the 31<sup>st</sup> day of August of each year, or at a later date mutually agreed upon by the parties. It is the duty of Employee to meet with Employer and establish a time and place for the annual evaluation. The procedures for evaluation will be adopted by Employer in accordance with the open meetings laws of the State of Oregon, Employer's policies, or a combination thereof, as applicable.



## SECTION V. COMPENSATION

Employer shall compensate Employee as set forth below:

- A. **Salary:** Employee's gross annual salary shall be \$45,000 per year, paid monthly in the same manner and time as other employees, retroactive to 01/01/2020.
- B. No other compensation shall be paid to Employee under this Agreement.

## SECTION VI. BENEFITS

The following items are the City's provided benefits for the purposes of this Agreement. No other benefits are contemplated or provided under this Agreement. However, the specifics about the benefits provided in this Agreement may be further defined and explained in provider handbooks or City policy or practices.

- A. **Retirement:** The City is a PERS employer and Employee, when qualified and eligible, will be a PERS employee. City will pay the employer-portion of Employee's PERS contribution at the rate of .50 FTE.
- B. **Sick Leave:** Paid Sick leave shall be earned at the rate of 1 and 1/3 hours per month. There will be no pay for unused sick leave upon termination or separation from employment.
- C. **Vacation.** No paid vacation leave is provided under this Agreement.
- D. **Vehicle:** Employer shall provide employee an emergency response vehicle to be used for City business and emergency response both within and outside the City boundaries. Employee may use this vehicle for limited personal purposes while inside City boundaries because such personal use benefits the City, primarily by allowing quicker emergency response times.
- E. **Continuing Education and Uniform:** City shall pay for or shall reimburse Employee for expenses and attendance at training and educational events, subject to City Manager's approval and subject to the City's travel and expense reimbursement policies. Employer shall reimburse Employee for documented and pre-approved uniform expenses in an amount not to exceed \$600 per year, subject to the City's reimbursement policies.

## SECTION VII. TERMINATION OF AGREEMENT

Subject only to the terms of this Agreement, the CITY COUNCIL may terminate EMPLOYEE'S employment at any time, either For Cause or Without Cause, or by failing to renew the Agreement as provided in Section 2 above.

For Cause Termination. A termination "For Cause" means that the EMPLOYER terminates EMPLOYEE'S employment for one or more of the following reasons: (i) the EMPLOYEE failed or refused to comply with the policies, direction, standards and regulations of the EMPLOYER; or (ii) the Employer considered evidence and concluded that the EMPLOYEE committed an intentional act of fraud, dishonesty, misappropriation of funds, or deception in connection with his duties or in the course of his employment; or (iii) the EMPLOYEE committed or engaged in a felony or a crime involving dishonesty or moral turpitude. To terminate the EMPLOYEE for Cause at any time during any Term or Renewal Term of this Agreement, the EMPLOYER must first provide the EMPLOYEE with written notice stating the reasons for the termination. Such notice must be provided no fewer than five (5) business days prior to the proposed date of the termination. The EMPLOYEE will also be afforded the right to present a response to City Manager, either orally or in writing. If the EMPLOYEE is terminated For Cause, the EMPLOYER has no obligation to pay any severance.

Without Cause Termination. In the event the Employer terminates the EMPLOYEE Without Cause any time prior to the expiration of any Term or Renewal Term, the EMPLOYER agrees to pay EMPLOYEE a lump sum cash severance equal to 2 months of the EMPLOYEE'S monthly base salary, the calculation of which shall not include any added benefits, allowances, or required state or federal withholdings. Employee and Employer agree to negotiate and enter into a Severance Agreement prior to the payment of any severance.

Severance Upon Voluntary Resignation. Upon the effective date of Employee's written, voluntarily resignation, the Employer agrees to pay Employee a lump sum cash severance equal to 1 (one) month of the employee's monthly base salary, the calculation of which shall not include any added benefits, allowances, or required state or federal withholdings. Employee and Employer agree to negotiate and enter into a Severance Agreement prior to the payment of any severance.

If the EMPLOYEE voluntarily resigns his position with the EMPLOYER before the expiration of any Term or Renewal Term, the EMPLOYEE agrees to provide EMPLOYER at least thirty (30) days written notice.

## **SECTION VIII. RESIDENCY**

The employee shall reside inside the boundaries of the City, or within 15 minutes travel time of the boundary of the City. Travel time shall be determined using Google map drive times.

## **SECTION IX. OUTSIDE EMPLOYMENT**

Council and City Manager recognize that Employee is employed full time in another position with another employer. Presently, such employment does not conflict with City interests or impair the Fire Chief's job duties as they are provided in this Agreement. Therefore, Employee's outside employment is hereby approved and

authorized by the City. However, if in the future, Employee's outside employment interferes or conflicts with the Employee's duties, performance, or City's priorities, then the City may, in writing with 30-day notice, withdraw its permission for such outside employment.

## **SECTION X. POLICIES; DISCIPLINE**

Employee shall comply with all City rules, regulations, and personnel policies; however, Employee is not subject to the compensation, benefits, or disciplinary process provisions in the City's rules, regulations, and personnel policies. Should any conflict between the City's rules, regulations, and personnel policies and this Agreement occur, this Agreement shall prevail. In the event Employer deems it necessary to issue discipline to Employee, that discipline may include any and all performance improvement and/or corrective action plans, reprimands, suspensions (only in conformance with the Fair Labor Standards Act relating to an exempt position), or termination, depending upon the severity of the offense or actions involved. The City may issue discipline in any order or any levels of severity that it deems appropriate. Nothing in this section is intended to affect the termination rights under Section VII of this agreement. Employee shall have the choice of public or confidential disciplinary proceedings, subject to the requirements of the Oregon Open Meetings law, as applicable.

## **SECTION XII. WAIVER OF BREACH**

Waiver by Employer of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, nor a waiver of this provision.

## **SECTION XIII. AMENDMENTS**

No amendment or variation of the terms and conditions of this Employment Agreement are valid unless the same is in writing, references this Agreement, and is signed by both parties.

## **SECTION XIV. EXCLUSIVE TERM / ASSIGNMENT**

The provisions of this Agreement are for the benefits of the parties solely, and not for the benefit of any person, persons or legal entities. Neither this Agreement nor any rights hereunder may be assigned by either party.

## **SECTION XV. SEVERABILITY / SCOPE**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, all other provisions shall remain in full force and effect. If any provision is found to be overbroad in scope or duration, the breadth of the provision shall be reduced to the maximum allowable by law.

**SECTION XVI. REPRESENTATION**

At all times, Employer has been represented by its attorney, Christy K. Monson Employee acknowledges that Employee has been advised to seek independent legal counsel of Employee’s choosing in regard to this Agreement, whether or not Employee chose to exercise that right.

**SECTION XVII. PARAGRAPH HEADINGS**

Headings are used solely for convenience and are not to be used in construing or interpreting the Agreement.

**SECTION XVIII. GOVERNING LAWS**

The laws of the State of Oregon shall be used at all times to interpret and govern the interpretation in enforcement of this Agreement.

**SECTION XIX. ENTIRE AGREEMENT**

The parties agree that this instrument represents the entire Agreement between the parties, and that all prior representations, promises or statements merge with the written Agreement and, unless specifically set out herein, are not enforceable.

IN WITNESS WHEREOF, the Employer, acting through its City Council has authorized this Agreement to be signed and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The Employee has executed this Agreement on the date entered below. Each party acknowledges receipt by their signature of a signed copy of the Agreement.

EMPLOYER

EMPLOYEE:

By: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Address:

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_