



# Port of Woodland

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## **PORT OF WOODLAND Commission Special Meeting Minutes August 31, 2017**

A workshop of the Woodland Port Commission was held on August 31, 2017 in the office of the Port of Woodland, 115 Davidson Avenue, Woodland, Washington. President Cline called the meeting to order at 10:00 A.M.

Those present were:	President	Paul Cline
	Secretary	Dale Boon
	Commissioner	Gerald Peterson
	Executive Director	Jennifer Keene
	Auditor	Carol Moore
	Legal Counsel	Earl Jackson
	Guests present:	See List

### **CALL TO ORDER**

### **OPENING REMARKS**

#### **A. Pledge of Allegiance**

### **WORKSHOP TOPIC**

#### **A. Executive Director Contract**

Auditor Moore states that Executive Director Keene and the Port Commission never signed the amended employment agreement that they took action to approve on October 6, 2016 - the original employment agreement was signed April, 2016. Earl Jackson, legal counsel, states that in printing a copy of the amended employment agreement, an error was found in the amended copy, which has since been corrected. He recommends the Commission take action to accept this final amended employment agreement (See Exhibit A).

**Secretary Boon made a motion to accept the Employment Agreement as presented effective October 6, 2016, which is in accordance with Commission Action of October 6, 2016. Commissioner Peterson seconded the motion.**

**Vote was unanimous. The motion was carried.**

Commission reviews the current executive director contract, which expires December 31, 2017, and discuss options for the 2018 contract. Direction is given to Earl Jackson, legal counsel, to draft a 2018 contract and present to Executive Director Keene for review.

**B. 2018 Capital Budget**


Commission and staff review the draft operations budget, and work on the draft 2018 capital budget line by line.


**ADJOURNMENT**

**Commissioner Peterson made a motion to adjourn. Secretary Boon seconded the motion. Vote was unanimous. The motion was carried.**

President Cline declared the Special Meeting adjourned at 11:56 A.M.

WOODLAND PORT COMMISSION

  
\_\_\_\_\_  
Paul Cline, President

  
\_\_\_\_\_  
Dale Boon, Secretary

  
\_\_\_\_\_  
Gerald Peterson, Commissioner

PORT OF WOODLAND  
*Workshop*  
COMMISSION MEETING

August 31, 2017  
9:00

GUEST LIST: Please sign your name and the organization you represent.

	<u>NAME</u>	<u>ORGANIZATION</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
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17.	_____	_____
18.	_____	_____
19.	_____	_____
20.	_____	_____

## EMPLOYMENT AGREEMENT

This Employment Agreement (“**Agreement**”) is made effective October 6, 2016, between the Port of Woodland (“**Port**”) a Washington state municipal corporation and Jennifer A. Keene (“**Keene**” or “**Executive Director**”).

### RECITALS

- A. Port desires to continue to employ Keene in the position of Executive Director, and this Employment Agreement shall amend, supersede and replace the existing Employment Agreement between Port and Keene.
- B. Executive Director desires to accept employment with Port under the terms and conditions of this Employment Agreement (“**Agreement**”).

The Parties therefore agree as follows:

### AGREEMENT

#### SECTION 1. TERM

The term of this Agreement commences on the effective date set forth above, and continues until December 31, 2017; subject, however, to prior termination pursuant to Section 4. If this Agreement is not terminated before December 31, 2017, this Agreement will automatically renew for additional one-year terms.

#### SECTION 2. EMPLOYMENT

- 2.1 **Employment.** Port will employ Executive Director, and Executive Director will be employed by Port, subject to the terms and conditions of this Agreement.
- 2.2 **Authority.** Executive Director is the Managing Official, as that term is defined by RCW 53.12.270 and reports to the Port Commission. Executive Director will exercise such authority as may be assigned or granted to her from time to time by the Port Commission, or as required by Port policies, resolutions, and Washington state law.
- 2.3 **Duties.** Executive Director will perform the duties and responsibilities set out in the Executive Director Job Description, attached hereto as “**Schedule 1**”, which include, but are not limited to:
  - (a) Managing day-to-day operations of the Port during Port office hours;
  - (b) Attending all Port Commission meetings, other meetings, events, conferences or training as directed by the Commission; together with
  - (c) Such other duties as may be determined from time to time by Port in Port’s sole discretion provided no such duty is in violation of any law.

## **2.4 Standards of Conduct.**

- (a) Executive Director will comply with the reasonable instructions, policies, and rules that the Port Commission may establish from time to time.
- (b) Executive Director will devote Executive Director's time and attention sufficient to perform Executive Director's duties under this Agreement.
- (c) Executive Director will discharge her duties:
  - (1) to the best of Executive Director's ability;
  - (2) in good faith;
  - (3) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
  - (4) in a manner Executive Director reasonably believes to be in the best interests of Port.

## **2.5 Outside Activities.** Executive Director may engage in outside professional, business, or charitable activities, including outside employment, provided that:

- (a) Such activities do not interfere with the performance of Executive Director's duties as set forth under this Agreement;
- (b) Such activities do not occur during Port working hours, or during Port meetings, events, conferences or training the Executive Director is required to attend under this Agreement;
- (c) Such activities do not conflict with Port activities, mission or objectives, or Port's relationships with its tenants; and
- (d) Executive Director shall hold all Port business, communications and activities confidential unless they are already matters of public record.

## **2.6 Performance Evaluation.** Port will conduct Performance Evaluations for Executive Director annually, or as Port deems necessary.

### **SECTION 3. COMPENSATION**

**3.1 Monthly Salary.** For the initial term of the Agreement, from the date hereof until December 31, 2017, Port shall pay an annual salary of \$63,772.45, payable in installments as set forth in the Port personnel policies. The Monthly Salary may be amended from time to time at the sole discretion of the Port Commission, without the necessity of amending this written Agreement.

**3.2 Discretionary Bonus.** A discretionary bonus may be given as a special recognition and reward for exceptional performance, significant contributions, and substantial

accomplishments well beyond normal or regular work responsibilities. A discretionary bonus does not increase the base salary nor serve as a means to give a larger annual increase. This bonus is given at the discretion of the Port Commission. There is no guarantee or promise to pay the Executive Director a discretionary bonus.

(a) Eligibility

1. The Executive Director must be in active employment status (non-terminated, full or part time) at the time the discretionary bonus is awarded.
2. The Executive Director may be eligible for a discretionary bonus provided the following performance standards are met:
  - i. Significant and outstanding contribution and effort well beyond normal expectations and day-to-day responsibilities;
  - ii. Executive Director's contribution is regarded as major, key or vital; and
  - iii. Extraordinary effort is made by the Executive Director while meeting the requirements and performance standards of her regular job.

A. Procedures

- i. A discretionary bonus must be made as a one-time payment and must not be added to Executive Director's base salary.
- ii. The Commission shall obtain legal advice when considering a discretionary bonus to ensure compliance with applicable laws and regulations.

- 3.3 Withholding.** All compensation paid to the Executive Director will be subject to the customary withholding of Federal income taxes and such other employment taxes as may be required with respect to compensation paid by the Port to an employee.
- 3.4 Exempt Position.** The position of Executive Director is salaried, and exempt from the provisions of the Fair Labor Standards Act. There is no overtime paid. As a salaried managerial employee, the Executive Director receives no "Comp Time" for overtime worked. The Executive Director shall be required to track and record vacation leave, holiday leave, sick leave and bereavement leave on a monthly report basis.
- 3.5 Retirement.** The Port shall enroll the Executive Director in the Public Retirement System of Washington ("PERS") and make all appropriate contributions in accordance with the rules and regulations of PERS.
- 3.6 Paid Holidays/Sick Leave.** The Executive Director may take unpaid vacation and holidays as allowed to employees in the Non-exempt Employee Manual. Executive Director will be eligible for unpaid Sick Leave for sick leave days allowed as set forth in the Non-exempt Employee Manual. If the Executive Director is absent from

work for days in excess of vacation, holidays or sick leave allowed in the Employee Manual, her salary shall be reduced proportionately.

- 3.7 Insurance.** The Port will pay the insurance premiums for Executive Director for all coverage that it provides to Port employees, including family coverage.
- 3.8 Expense Reimbursement.** Port will reimburse Executive Director for all expenses incurred in the performance of her duties as set out in this Agreement, including but not limited to, reasonable transportation expenses, accommodation, entertainment, and other reasonable expenses incurred in connection with the business of Port, in accordance with Port's then-current expense reimbursement policies or practices as they may exist from time to time. Executive Director will present an itemized expense voucher of all such expenses satisfactory to Port.
- 3.9 Modification.** Port-provided benefits may be modified, changed, amended, revoked or added from time to time in Port's sole discretion whether by amendment of Port's Employee Handbook or otherwise, provided the Executive Director shall be given at least thirty (30) days advance notice of any such modification, change, amendment or revocation.

#### **SECTION 4. TERMINATION.**

- 4.1 Termination Without Cause.** Executive Director's employment relationship with Port will terminate upon the earliest to occur of the following:
- (a) upon the written agreement of the parties;
  - (b) upon 60 days written notice by Port to Executive Director;
  - (c) upon 60 days written notice by Executive Director to Port;
  - (d) upon Executive Director's death; or
  - (e) upon notice by Port to Executive Director if Executive Director becomes disabled so that Executive Director – with or without reasonable accommodation – cannot perform the essential functions of Executive Director's duties under this Agreement.
  - (f) If Executive Director is terminated without cause, upon termination she will receive a severance package consisting of two months of salary and two months of continuing benefits from the date of termination.
- 4.2 Termination With Cause.** Executive Director's employment relationship with Port may be terminated immediately by Port upon written notice by Port to Executive Director, if:
- (a) Executive Director fails to materially comply with any applicable law related to Executive Director's employment relationship with Port;

- (b) Continuous or repeated problems occur in connection with the performance of Executive Director's duties under this Agreement after notice to Executive Director and Executive Director's failure to promptly cure such problems;
- (c) Any intentional or reckless acts of acts of fraud, dishonesty or gross negligence resulting in or intended to result in material damage to the Port or personal enrichment of Executive Director at the expense of the Port;
- (d) Executive Director's refusal or failure to substantially perform Executive Director's duties and responsibilities under this Agreement;
- (e) Executive Director engages in any form of dishonesty or conduct involving moral turpitude related to Executive Director's employment relationship with Port, or that otherwise reflects adversely on the reputation or operations of the Port.
- (f) No severance payment or benefits extension will be given to an Executive Director terminated for cause.

## SECTION 5. ARBITRATION

**5.1 Settlement by Arbitration.** Any dispute or claim that arises out of, or that relates to this Agreement, including any and all disputes that arise out of or are related in any way to the employment relationship, shall be resolved by arbitration. All such arbitration shall be conducted in accordance with the then effective Employment Arbitration Rules of the JAMS. The arbitrator shall have the authority to rule on dispositive motions. Judgment upon the award rendered pursuant to such arbitration may be entered in any court in Cowlitz County, Washington having jurisdiction thereof. The arbitration shall be held within 90 days of written demand, unless the arbitration deadline is extended by the arbitrator. The arbitrator shall issue a confidential written decision setting forth findings of fact and conclusions of law. The decision shall be final and binding. The arbitrator shall have no authority to add to, subtract from, or modify any of the terms or the conditions of this Agreement except as expressly provided by law. The Port shall be responsible to the arbitrator to pay the arbitrator's fees and costs beyond the cost of the filing fee in Superior Court in Cowlitz County. The arbitrator shall award the prevailing party its reasonable costs of the arbitration and any appeal, including the arbitrator's fees paid by the prevailing party and expert witness expenses and other litigation costs incurred in connection with the arbitration. The arbitrator shall apply the law of the state of Washington. The arbitrator may award any equitable or legal relief he/she determines the parties are entitled to pursuant to the terms of this Agreement and authorized by law. **Executive Director agrees and acknowledges that Executive Director is voluntarily waiving Executive Director's right to a trial before a judge and a jury.** Notwithstanding the foregoing, this provision is not intended to waive Executive Director's right to bring a criminal action in a court of law, or to bring a civil action in court,



provided that civil action is not related, in any way, to Executive Director's employment or to Executive Director's separation from the Port.

## **SECTION 6. GENERAL**

- 6.1 Assignment by Executive Director.** Executive Director's rights and obligations under this Agreement are personal and non-assignable.
- 6.2 Savings Clause.** The invalidity or unenforceability of any one or more provision(s) or term(s) in this Agreement shall in no way affect any other provision(s) or term(s). In the event that any provision or term of this Agreement is deemed to be overly broad by a court or tribunal, the restriction shall be enforced by a court or tribunal and valid to the fullest extent allowed by applicable law.
- 6.3 Amendments.** This Agreement cannot be amended, changed, modified, or terminated without the consent, in writing, of the parties hereto.
- 6.4 Waiver of Breach.** The waiver by either party of a breach of any term of this Agreement shall not operate or be construed as a waiver or any subsequent breach thereof.
- 6.5 Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 6.6 Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The State of Washington shall have jurisdiction over any dispute between the parties hereto. Venue, at the option of Port, for any action arising out of this Agreement shall be in Cowlitz County, Washington.
- 6.7 Severability.** The invalidity or unenforceability of any provision or provisions of this Agreement will in no way affect any other provision.
- 6.8 Integrated Agreement.** This Agreement contains the entire Agreement between the parties as to the employment by Port of Executive Director and shall inure to the benefit of, and be binding upon, the parties, their respective successors, heirs, legal representatives, and personal representatives. No statement, promise, inducement, or agreement, made by either party or the agent of either party that is not contained in this written Agreement shall be valid or binding.

**Made and agreed** effective on the date set forth above.

**PORT:**

**PORT OF WOODLAND  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**Paul Cline, President**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Dale Boon, Secretary**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Gerald Peterson, Commissioner**

**Date:** \_\_\_\_\_

**EXECUTIVE DIRECTOR:**

\_\_\_\_\_  
**Jennifer A. Keene**

**Date:** \_\_\_\_\_

**SCHEDULE 1  
Job Description**

**Port of Woodland  
Executive Director  
Job Description**

**Position Title**  
Executive Director

**Purpose**

Acting with the highest standards of ethics, honesty, and integrity, the Executive Director will implement the mission, policies, and strategic goals of the Port of Woodland as determined by the Port Commission

**Major Functions and Accountabilities**

**Commission Administration & Support**

1. Serves under the general guidance of the Port Commission.
2. Supports operations and administration of the Commission by advising and informing members about issues requiring action.
3. Informs Commission on Port's operations, business transactions, and community issues and on matters affecting these activities.
4. Executes the intent of Commission decisions and policies, and supports those decisions and policies to the public, staff, and other governmental entities.
5. Serves as principal advisor to Commission relative to Port's vision and strategies.
6. Serves as interface between Commission and staff.
7. Organizes, attends and participates in regular and special meetings of the Commission.
8. Prepares the public notification and items for Commission meetings.
9. Performs other duties as directed by Commission.

**Strategic and General Management**

1. Responsible for maintenance of all Port assets, to maintain occupancy of Port real estate, and implementation and development of Port capital projects and improvements, including facilitating the sale or purchase of real property if directed and approved by the Port Commission.

2. Responsible for organizational oversight, and implementation and management of development strategy, including business, financial, marketing, facility, and land-use planning for approval by the Port Commission.
3. Responsible for considering profitability and the overall economic and environmental benefit to the community in the conduct of duties.

### **Finance and Business Operations**

1. Oversees development and recommends annual budget for Commission approval.
2. Manages Port's resources within budget guidelines according to current laws and regulations.
3. Reports financial status and progress on programs and projects to Commission on a regular/timely basis.

### **Staff Management**

1. Hires and leads Port staff according to authorized personnel policies and procedures that fully conform to current laws and regulations.
2. Directly supervises senior managers.
3. Establishes and maintains effective working relationships within and between the Commission, management, non-management, and labor personnel groups.
4. Is responsible for staff performance and morale.

### **Community & Government Relations**

1. Assures the Port and its Mission, projects, programs, facilities, goals, and plans are consistently represented and presented to appropriate audiences, relevant stakeholders, news media, local, state and federal appointed and elected officials.
2. Serves as the primary spokesman for management and staff.
3. Serves as lead communicator and relationship builder with state, federal, private sector officials who can positively impact the Port relative to funding, grants, and favorable regulations.

### **Marketing, Promotion and Communication**

1. Represents the Port at public events, using all opportunities to promote the Port and its lines of business.
2. Develops a strong communications program that maintains contact with Port district citizens, customers and stakeholders.

3. Works with local business and organizations to generate strategic business partnerships that help grow business and the regional economy, and provides jobs for the Port community and Taxpayers.
4. Develops and implements marketing plans to increase business and economic activity for the Port. This includes real estate and facility development; new business opportunities, and advertising for the Port and Port tenants.

### **Qualifications**

#### **Required**

1. Three years of senior level management experience, including management of large capital projects, real estate, public/private initiatives, economic development, property acquisition, and property leasing.
2. Bachelor's degree in Business or Public Administration or related fields. Masters or advanced degree preferred.
3. Competence to perform major functions and responsibilities of the position.
4. Leadership in fiscal management.
5. Understanding various points of view and capable of effective decision-making.
6. Ability to maintain an open, responsive and strong working relationship with the Commission, staff, customers, tenants, and the community.
7. Ability to take initiative and be creative for the continued development of the Port's programs.
8. Ability to address and solve unusual and unique problems.
9. Excellent oral and written communication skills.
10. Good computer skills and working knowledge of business software applications.

#### **Desired**

1. Experience working with an elected or appointed Board.
2. Experience in the Port industry – business, financial, economic development, environmental, and facilities management and development.
3. Experience in cooperative labor relations and contract negotiations.
4. Knowledge and understanding of public funding mechanism.
5. Knowledge and understanding of intergovernmental affairs and advocacy.

## **Working Conditions**

Most work is performed in offices of the Port and various field locations. Travel by automobile is required. The Executive Director position is a salaried exempt position and will involve response to work requirements outside of the normal Monday to Friday, 8:00 am – 5:00 pm working hours.