

AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into by and between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (herein referred to as “Metro”) and Caroline MacLaren (herein referred to as “Employee”).

RECITALS

1. The Metro Charter, Section 25(2), as amended in November 2000, provides for the creation of the Office of Metro Attorney and provides that "the Council President appoints the Metro Attorney subject to the confirmation by the Council." The powers and duties of the Metro Attorney are set forth in Chapter 2.08 of the Metro Code.
2. Metro requires the services of a Metro Attorney.
3. Employee has the qualifications and the desire to serve Metro as its Metro Attorney.
4. The Metro Code provides that the employment of the Metro Attorney shall be subject to a contract in regard to compensation.
5. This Agreement will be referred to as “At-Will Employment Agreement” (herein referred to as “Agreement”).

NOW, THEREFORE, IN CONSIDERATION of the compensation Metro will pay to Employee as specified in this Agreement, and in consideration of the mutual promises in this Agreement, the parties agree as follows:

AGREEMENT

1. **Engagement.** Subject to the parties’ right to terminate this Agreement as specified below, Metro hereby employs, and Employee hereby accepts employment from Metro for Employee’s services as Metro Attorney.
2. **Term of Agreement.** The terms of this Agreement apply to Employee’s employment upon execution and continue until terminated as provided in this Agreement.
3. **Services.** Employee will faithfully, industriously and to the best of Employee’s ability serve as the Metro Attorney, and will perform all duties as may be required of the Employee by the Metro Charter, the Metro Code, and the Metro Council.

4. **Exclusivity.** During the term of this Agreement, and except as otherwise provided herein, Employee shall primarily devote all of their business efforts, time, attention, knowledge, and skills to Metro as its Metro Attorney. Employee shall not actively engage in any other paid employment for any direct or indirect remuneration without the prior approval of the Metro Council.
5. **Employment At-Will.** Metro and Employee understand and acknowledge that Employee serves at the pleasure of the Metro Council President and the Metro Council. Metro and Employee understand and acknowledge that Employee's employment with Metro constitutes "at-will" employment. Employee and Metro acknowledge that this employment relationship may be terminated at any time, upon written notice to the other party, with or without cause or good reason and for any or no cause or reason, at the option of either Metro or Employee. It is further understood and agreed that neither this Agreement, nor any service provided under this Agreement, shall create a property interest of any kind. This Agreement has no monetary value.
6. **Attorney Status.** As a condition of employment. Employee shall maintain status as an active member of the Oregon State Bar in good standing. Employee shall be permitted to engage in pro bono activities required or encouraged for members of the Oregon State Bar, to the extent that such activities present no conflict and are not inconsistent with her service as Metro Attorney. Metro shall pay Employee's Oregon State Bar annual membership fee and any other fees required by the Oregon State Bar as a condition of practice of law in the State of Oregon.
7. **Compensation.**
 - A. **Salary.** As compensation for Employee's services, Metro will pay Employee the sum of \$274,740.00 per year, payable in the same frequency and manner as other Metro employees. The Employee's salary will adjust consistent with the Metro pay plan, including any cost-of-living adjustments for non-represented employees. The Metro Council may instruct Human Resources to conduct an annual salary survey of comparable positions in the Portland region. Based on these survey findings, the Metro Council may approve periodic pay adjustments to ensure the Metro Attorney's compensation keeps pace with market conditions and is aligned with that of our key competitors. Employee's compensation is subject to customary withholdings and other taxes as required with respect to compensation paid by Metro to an employee.
 - B. **Benefits.** Employee will receive the same benefit package as other non-represented employees at Metro consistent with Metro's employment policies. Employee's benefits package, consistent with Metro's employment policies. For the purposes of this section, "benefits" means health insurance (including dental and vision care), life insurance, disability insurance, paid leave, employee assistance, retirement benefits pursuant to the Public Employees Retirement System ("PERS"), and any

other benefits which are routinely provided to Metro's non-represented employees. Metro will pay the six percent employee contribution required by PERS. Except as otherwise expressly provided in this Agreement, the employee benefits provided to Employee under this section are subject to any additions, reductions or other changes to the benefits provided to Metro's non-represented employees.

C. Annual Vacation Leave.

- (1) Employee will accrue annual vacation leave in accordance with the non-represented employee vacation leave policy, at Level 5, which is equivalent to 216 hours per year. However, the Employee may exceed the maximum annual accrual limit outlined in the policy, with the ability to accrue up to 750 hours of leave.
- (2) If Metro terminates Employee for cause as defined in Section 9(C), Employee is only entitled to payment for accrued and unused vacation leave up to the maximum allowable accrual limit as defined in the non-represented vacation policy. If Metro terminates Employee without cause, Metro will compensate Employee as provided in Section 9(B).
- (3) If Employee voluntarily resigns, Employee is entitled to payment for accrued and unused vacation leave up to a maximum of 750 hours.

D. Dues, Subscriptions, Professional Development, and Civic Involvement.

Metro agrees to budget for and pay for Employee's reasonable costs for continuing legal education and other professional education and for memberships in professional organizations necessary or beneficial to carrying out her role as Metro Attorney. In addition, Metro agrees to budget and pay for Employee's reasonable professional dues, subscriptions, travel, and training for Employee's participation in national, regional, State and local associations necessary and desirable for Employee's professional development and for the good of Metro.

8. **Performance Reviews.** The Metro Council and Council President shall annually evaluate Employee's performance as soon as practicable after July 1. The performance evaluation will be in accordance with criteria and process developed jointly by the Council and Employee prior to each annual evaluation. Further, Employee shall receive a written copy of the findings of the evaluation and the process will provide an adequate opportunity for Employee and the Metro Council to discuss the evaluation. No failure to evaluate Employee shall limit Metro's right to terminate Employee as specified in this Agreement.

9. **Termination.**

A. **Termination by the Parties.**

- (1) **Termination by Metro:** Employee understands and agrees that they are an at-will employee who serves at the pleasure of the Metro Council. Employee may be terminated at any time, with or without cause, by the Metro Council President with the concurrence of the Council. Should the Metro Council President decide to remove Employee, written notice of termination will be provided to Employee. If the written notice does not specify the effective date of termination, the effective date of termination shall be the date on which the written notice was given.
- (2) **Termination by Employee:** Employee may terminate her employment with Metro at any time by giving Metro a written notice of termination specifying the effective date of termination. To terminate in good standing, employee must provide thirty (30) days written notice of termination. If the written notice of termination does not specify the effective date of termination, the effective date of termination shall be the date that is thirty (30) days after the date on which the written notice was given. In the event Employee terminates her employment, no severance pay or pay for benefits shall be due Employee.
- (3) Upon termination, Metro will pay accrued leave as provided by the terms of this Agreement.

B. **Termination Without Cause.** Metro may, at its sole election, terminate this Agreement without cause and without prior notice to Employee. Upon termination of employment without cause, Employee will receive severance pay and benefits in exchange for a signed release, executed no later than 21 days of the termination date, of any and all claims as follows:

- (1) Severance pay of six months' salary. Severance pay is subject to usual and customary withholdings and taxes under applicable local, state, and federal law.
- (2) Upon the effective date of termination, Employee is eligible for continued health insurance as established by law ("COBRA"). Metro will pay an amount equivalent to six months of the premium cost of Employee's health insurance at the level utilized by Employee at the time of termination. This payment is subject to usual and customary withholdings and taxes under applicable local, state, and federal law.

- (3) Metro will pay Employee for all accrued and unused vacation leave up to a maximum of 750 hours. This payment is subject to usual and customary withholdings and taxes under applicable local, state, and federal law.

C. Termination for "Cause." Metro may terminate this Agreement for "cause" by giving Employee written notice of intent to terminate for cause. In the event that Metro elects to terminate this Agreement for "cause," no severance pay shall be due Employee. "Cause" includes one or more of the following:

- (1) Willful failure to follow lawful resolutions or directives of the Metro Council or the Metro Charter or Metro Code;
- (2) Willful failure to substantially perform the duties of the Metro Attorney (other than any such failure resulting from incapacity due to physical or mental impairment), unless such failure is corrected within thirty (30) days following written notice by the Metro Council President that specifically identifies the manner in which the Metro Council President believes Employee has substantially not materially performed her duties;
- (3) Violation of the Oregon Government Ethics and Practices Act or the Code of Ethics for Metro officials, Metro Code Chapter 2.17;
- (4) Commission of any act specified as a basis for disciplinary action in the Metro Personnel Policies (as it may be amended from time to time), the nature of which would tend to bring discredit or embarrassment to Metro or the Metro Council, as determined by the Metro Council President.

10. **Non-Disclosure of Confidential Information.** To the extent allowable under Oregon public records law, Employee agrees that during employment and following separation, Employee will not disclose confidential information obtained during the scope of employment at Metro.

11. **Termination Authority.** In accordance with the Metro Code, the Metro Council President has the sole authority to terminate this Agreement on behalf of Metro, subject to concurrence of the Council by resolution. The Metro Council President may terminate this Agreement in writing pursuant to any provision of Paragraph 9 of this Agreement. Upon receipt of a termination notice. Employee may accept the termination or request in writing within 48 hours that the Metro Council President submit the termination to the Metro Council for its concurrence. Concurrence in the termination by the Metro Council is a final decision.

12. **Disability or Death.**
- A. If, as the result of any physical or mental disability, Employee fails or is unable to perform Employee's duties for more than twelve consecutive weeks, Metro may terminate Employee's employment under this Agreement. Metro will provide written notice to Employee. The termination of Employee's employment will be effective as of the date of the notice and Metro will not be obligated to make any further payment or furnish any benefit under this Agreement (other than accrued and unpaid salary and accrued benefits), subject to compliance with all applicable laws and regulations including the Americans with Disabilities Act.
 - B. Employee's employment term terminates upon Employee's death. In the event of Employee's death, Metro will pay all accrued salary and benefits, but will not furnish any of the benefits designated under Section 9(B).
13. **Successorship.** This Agreement inures to and is binding upon Metro's successors, assigns, trustees, executors, and administrators.
14. **Modification.** Only a written amendment signed by Employee and the Metro Council President can modify this Agreement. The Metro Council must approve the amendment. No oral or written statements, promises, or course of conduct modifies the Agreement in any way. No practices or customs which may arise between Employee and Metro modifies this Agreement or affects its meaning in any way.
15. **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement does not limit the parties' rights to enforce the provision, nor will any waiver of any breach of any provision be a waiver of any succeeding breach of the provision itself or of any other provision.
16. **Construction.** This At-Will Employment Agreement is the final, entire agreement between the parties, is to be construed as having been drafted jointly by the parties, is intended to be a complete and final expression of the agreement between the parties, and supersedes all prior discussions or agreements.
17. **Severability.** If any court of competent jurisdiction determines that one or more portions of this Agreement are invalid or unlawful, the remaining portions remain in full force and effect.
18. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Oregon. Employee consents to the personal jurisdiction of the state and federal courts located in Multnomah County, Oregon for any action or proceeding arising from or relating to this Agreement.

EMPLOYEE

METRO

Caroline MacLaren

Lynn Peterson
Metro Council President

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Nathan Sykes
Deputy Metro Attorney