

Take Notice that the Board of Commissioners of the
North Bend City Housing Authority
will hold a Joint Work Session with Coos-Curry Housing Authority on
Tuesday, May 12, 2015 at 5:30 p.m.
Located at the Main Office Building
1700 Monroe Street
North Bend, OR 97459

A G E N D A

1. Executive Director Contract Discussion
2. HUD Options for the Housing Authorities Discussion

Item No. 1

Executive Director Contract Discussion

**CONTRACT OF EMPLOYMENT
BETWEEN
THE NORTH BEND CITY/COOS CURRY
HOUSING AUTHORITIES
AND MR. NED BEMAN**

WHEREAS this Contract of employment is made and entered into this the 6th day of August, 2010, by and between The North Bend City/Coos Curry Housing Authorities, a public corporation doing business at 1700 Monroe, North Bend, Oregon, hereinafter referred to as the “Employer”, and Ned Beman, hereinafter referred to as the “Employee”, and

WITNESSETH: The Employer wishes to obtain the services of the Employee as Executive Director and as Secretary/Treasurer of the Board of Commissioners because of his experience and knowledge of public housing management, maintenance, development and construction programs of which the Employer is in need; and

WHEREAS, the Employee desires to provide said services as Executive Director and Secretary of the Board of Commissioners of the North Bend City/Coos Curry Housing Authorities; and

WEHERAS, the Employee and Employer believe it to be mutually beneficial to enter into and to execute a Contract of Employment between the Employer and Employee that establishes in writing the conditions of employment as hereinafter described.

NOW, THEREFORE, in consideration of the above premises and the promises and covenants contained herein the Employer and Employee hereby agrees as follows:

I. TERM OF EMPLOYMENT

In consideration of the Employer recognizing that the subject Employee has thus far performed and provided professional services in his previous employment in the past and during his current tenure as Executive Director in a manner that has been both satisfactory and acceptable, the Employer and the Employee agree that this Contract of Employment shall have a term of three (3) years from the date of this Contract of Employment. The term shall begin retroactively on August _____, 2010 and end on August _____, 2013. Unless notice of termination is given by either party, as hereinafter set forth, there shall be an automatic extension of one year following the end of the three year term. To prevent said automatic extension, either the Employee or the Employer shall give written notice of termination of employment and of this agreement to the office at least ninety (90) days prior to the end of the term. If such notice of termination is given, it will not alter or shorten the then existing term of this Agreement, but shall only prohibit the automatic one year extension. It is the intention of the parties that this provision shall operate as an “automatic extension clause” so that the contract will automatically be extended for one additional year from the Agreement date.

II. DUTIES OF EMPLOYEE

It is herewith understood and agreed between the subject parties that it shall be the continuing duties of the Employee to be the administrative and chief executive officer of the North Bend City/Coos Curry Housing Authorities fully answerable to the Board of Commissioners of these Authorities and that the Employee shall perform all duties assigned to such position to the best of his ability under the By-Laws and established operating policies of these Authorities, supervise and be responsible for all public housing management, maintenance development and construction programs undertaken by the Authorities and be responsible for and exercise general supervision for the proper and efficient performance of duties of all other employees within the established operating Personnel Policies of these organizations. In addition to such direct and specific powers as may be granted to employee, he shall have such implied powers as are necessary and appropriate to carry out the duties imposed upon him as Executive Director.

Furthermore, both parties understand and agree that, with the advice and guidance of the Executive Director, it is generally the role of the Board of Commissioners to set policy and to establish and monitor controls for efficient and effective operations and to see that the Employer is providing safe, decent and sanitary housing to the residents. Both parties agree that the Executive Director is responsible for daily operations, including personnel matters.

The Board of Commissioners agrees to direct all board, public and resident issues inquiry to the Executive Director in accordance with the Employer's policies. The Employee shall perform his duties in such a manner that it is in the best interest of the Employer, its employees and its residents. If the Employee believes, in his own judgment, that any instructions or communication from any Board member is in conflict with this directive, the Employee shall immediately report the conflict to all Board members without fear of recriminations or reprimand and the Board shall provide direction to the Employee regarding such instruction or communication.

III. CONDITIONS OF EMPLOYMENT

The Employee shall devote all necessary time, ability, and attention to the business and affairs of the Housing Authorities of North Bend City/Coos Curry during the Employer's normal workday. The forgoing requirement excludes holidays, official travel, sick leave or vacation time. Both subject parties do herewith recognize that in order to fully discharge the duties of this unique position of Executive Director-Secretary, the workweek cannot be limited to normal work periods. Therefore, it is understood that the Employee will have flexibility in setting his hours due to this situation. In addition, the subject employee is encouraged to participate in local service organizations; state and national association offices, provided such shall not directly or indirectly conflict with the

interest of the policies of the North Bend City/Coos Curry Housing Authorities. Furthermore, the Executive Director-Secretary shall be the one and only spokesperson for the Authorities and such responsibility shall not be delegated at any time.

IV. COMPENSATION AND FRINGE BENEFITS

For and in consideration of the performance and terms of the Contract of Employment, the subject parties hereto agree that said Employee should be compensated for this professional service in accordance with the following terms and conditions:

The contract will be extended for two years until August 2013 with the following changes:

- A. The salary for the position shall be subject to the availability of such funds in accordance with usual and customary budget process each year. Such salary shall be that amount approved by the Employer's Board of commissioners at any given time including any benefits comparable to local public practice as approved by the Employer and the Department of Housing and Urban Development. The salary (\$85,513) to be set as a base, which can be increased either as to amounts or general benefits but not decreased.
- B. The employee will be evaluated once a year by Board and reporting staff and any increase should be decided upon by both the North Bend and Coos-Curry Boards based on the results of the evaluation and taking into consideration both the evaluation as well as any cost of living increases.
- C. The salary basis agreed to herein shall be paid to the Employee in 26 equal installments each year. Required deductions will be made for Federal, state, county and city withholding taxes.
- D. In addition to the compensation set forth, the Employee shall be entitled to all established employee benefits, including sick leave, vacation or annual leave time, and which may be revised, deleted, discontinued, changed, expanded and improved by the employer in the future and the Employee's total years of service with a PHA shall be considered.

Current benefits are as follows:

1. The North Bend City/Coos Curry Housing Authorities contributes into the Oregon State Retirement Program for the Employee.
2. The Employee is entitled to participate in the Authorities insurance program. The Authorities will pay 100% of the Employee's coverage.

3. Any other benefits included in the Personnel Policy that has been adopted and approved by the Board of Commissioners.
4. Four weeks of vacation will be given to the employee each year on the anniversary date of the contract.
5. The Executive director will be reimbursed \$50 per month for the use of his personal cell phone for company business.

V. TRAVEL

It is further understood and agreed between the subject parties that the Employee shall be reimbursed for all out of city travel expenses in accordance with the travel policy of the Employer. The Employer herewith agrees to budget and authorize travel expenses within budget limitation of the Department of Housing and Urban Development as may be necessary for the Employee to attend and participate in official and professional meetings and conferences along with the holding of official positions in national, northwestern, and state professional associations and organizations for the purpose of maintaining Employee's professional status, knowledge and advancement for the mutual benefit of the employer and Employee.

VI. CONFIDENTIALITY

The Employee recognizes and acknowledges that he will have access to certain confidential information of the Employer and of entities affiliated with the Employer and that such information constitutes special and unique property of the Employer and such other entities. The Employee will not, during or after the term of this Agreement, disclose any such confidential information to any person or firm, corporation, association or other entity for any reason or purpose whatsoever, except to authorize representatives of the Department of Housing and Urban Development. In the event of such a breach or threatened breach by the Employee of the provisions of this paragraph, the Employer shall be entitled to an injunction restraining the Employee from disclosing, in whole or in part, such confidential information.

VII. PROCEDURE FOR RESIGNATION

The Employee may voluntarily resign the position as Executive Director/Secretary by giving at least ninety (90) days notice in writing of the intention to resign, stating the reasons therefore, and a copy shall be provided to each member of the Board of Commissioners of the North Bend City/Coos Curry Housing Authorities. Such notice shall be in writing to board chairs. It is understood that the Employee will provide all necessary and reasonable assistance to the Employer during the said ninety day transition period and will be available for compensated services thereafter under a mutually agreed upon consulting agreement.

VIII. REASONS FOR DISCHARGE

It is herein understood that, notwithstanding the term provided under Article I of this contract, the Employer reserves the right to terminate the subject Employee prior to the expiration of the term of this Contract of Employment, in the event the Employee is found guilty or confesses to a crime of moral turpitude, malfeasance, or misfeasance, including personal dishonesty, willful misconduct, breach of fiduciary duty, failure to perform required duties, willful violation of any law, rule of regulation (other than misdemeanor traffic violations or similar offenses), specific proven incompetence or material breach of this Contract of Employment. This Agreement shall not be terminated by the Employer during this term except upon a showing of serious or repeated failures on the part of the Employee to comply with Authorities policy, or upon a showing the Employee has failed without just cause to comply with any lawful decision or directive of the Employer or for similar just cause. Just Cause shall hereinafter be defined as that which is based upon reasonable grounds and that which must be for fair and honest causes, and as such are regulated by good faith. The Executive Director shall be afforded due process as proscribed in the personnel manual and shall be given an opportunity to present his side of any issue, which is purported to be grounds for dismissal for any reason. Employee will receive all accrued benefits if discharged.

IX. CONTRACT TERMS

This Contract of Employment supersedes any and all other Agreements and understandings of employment either written or oral between subject parties hereto. Any previous contract between the parties pertaining to the Employee is now void and this contract shall take its place. This document contains the entire Agreement and understandings of the subject parties regarding employment with the Employer and may be changed only by mutual agreement in writing signed by the parties hereto or the successors and assigns of the Employer.

X. ARBITRATION

The substantive laws of Oregon shall govern this Contract of Employment. Any controversy or claim arising out of or related to the Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association by one arbitrator selected in accordance with such rules and agreed upon by both parties and shall be enforceable in any court having competent jurisdiction.

XI. LITIGATION

If any action at law or equity is necessary to enforce or interpret the terms of this Contract of Employment, the prevailing party shall be entitled to reasonable

reimbursement for attorney's fees, court cost, and other necessary disbursements in addition to any other entitled relief.

XII. SEVERABILITY

If any provision in this Contract of Employment, is held by a court of competent jurisdiction to be invalid, void or unreasonable, the remaining provisions, shall nevertheless, continue in full force without being impaired or invalidated in any way.

XIII. SURVIVABILITY

This Contract of Employment shall inure to and be binding upon the successors and assigns of the Employer including specifically any subsequent appointment to the Board of Commissioners and any entity organized to perform functions now performed by the Employer or any organizations in which the Employer may be merged.

IN WITNESS THEREOF, and in consideration of the mutual agreements, understandings and covenants set out above, the subject parties have set their hand and seal to the Contract of Employment, this _____ day of _____, 2010.

**EMPLOYER:
THE NORTH BEND CITY/COOS CURRY
HOUSING AUTHORITIES**

ATTEST:

By: _____
**Kevin Owens, Chairman
North Bend City Housing Authority**

By: _____
**Bruce Newman, Chairman
Coos Curry Housing Authority**

EMPLOYEE:

WITNESS:

Mr. Ned Beman

Item No. 2

HUD Options for the Housing Authorities Discussion

Options for Coos-Curry and North Bend City Housing Authorities

1 A. Transfer Coos-Curry's Public Housing to North Bend City Housing Authority as Part of Consortia	
Pros	Cons
One AMP	Fewer Funding Sources
One Budget and Capital Fund	Fewer Program Options
One Set of Waiting List Forms	
One REAC Inspection	
One Inventory	
Resident Mobility	

1. Consolidate under one ACC	
Pros	Cons
United Board with more overall control of staff, maintenance, and property	Each Housing Authority loses control of individuality
Residents have more options	Perceived Loss of Ownership
Single Reporting to HUD	
Flexibility in capital projects	
Ability for expanded services	
One Public Housing Budget and Capital Fund Budget	
Fewer Waiting Lists	
Less Auditing Costs	
One REAC Inspection	
One Annual and 5-Year Plan	