

**EMPLOYMENT AGREEMENT  
BETWEEN THE OREGON INTERNATIONAL  
PORT OF COOS BAY  
AND JEFFREY BISHOP**

**October 20, 2011**

**EMPLOYMENT AGREEMENT  
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# **Employment Agreement**

## **Introduction**

This Agreement, made and entered into this 18<sup>th</sup> day of February 2010 by and between the Oregon International Port of Coos Bay of Coos County, Oregon (hereinafter called "Port") and Jeffrey Bishop, (hereinafter called "Bishop") an individual who has the education, training and experience in public port management both of whom agree as follows:

## **Section 1: Term**

Unless and until terminated as provided herein, Bishop's employment under this agreement will be for a period commencing with the effective date of this agreement and ending June 30, 2013. By the agreement of the parties this agreement may be extended for an additional six months.

## **Section 2: Duties and Authority**

The duties, powers and functions of Bishop shall be as provided in the rules and policies of the Port as they now exist or may hereafter be revised or amended. Bishop will provide full-time professional services to the Port and will, at all times, faithfully, industriously and to the best of his ability perform all duties that may be required of him by virtue of his position as Executive Director. Bishop is hereby vested with authority to act on behalf of the Port Commission in keeping with policies adopted by the Commission, as amended from time to time. In addition, he shall perform, in the same manner, any special duties consistent with the operation of a port that may be assigned or delegated to him by the Commission.

## **Section 3: Compensation**

In consideration for these services as Executive Director, the Port agrees to pay Bishop an annual base salary retroactive to January 1, 2008 of \$137,500.00, payable monthly. Effective January 1, 2010 the Port agrees to pay Bishop an annual salary of \$151,250.00. The Commission will make an annual review of Bishop's performance and compensation; and at each such evaluation, the Commission will consider adjustments in the compensation giving due consideration to the Consumer Price Index, Bishop's performance and comparative information.

## **Section 4: Health, Disability and Life Insurance Benefits Recommended**

A. The Port agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for Bishop and his dependents equal to that which is provided to all other management employees of the Port or, in the event no such plan exists, to provide coverage for Bishop and dependents.

B. The Port agrees to put into force and to make required premium payments for short-term and long-term disability coverage for Bishop.

C. The Port shall pay the amount of premium due for term life insurance in the amount of \$50,000.00. Bishop shall name the beneficiary of the life insurance policy.

### **Section 5: Vacation, Sick, and Military Leave**

A. Upon commencing employment, Bishop shall accrue sick and vacation leave provided to all other employees of the Port with at least eleven years of continuous service.

B. Bishop is entitled to accrue all unused leave, without limit, and in the event Bishop's employment is terminated, either voluntarily or involuntarily, Bishop shall be compensated for all accrued vacation time and other benefits to date.

### **Section 6: Automobile**

The Port agrees to pay to Bishop, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$7,200.00 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Bishop shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

### **Section 7: Retirement**

The Port agrees to enroll Bishop into the applicable state or local retirement system and to make all the appropriate contributions on Bishop's behalf, for the amount of the Employer's share and the employee's required share.

### **Section 8: General Business Expenses**

1. Port agrees to budget for and to pay for professional dues and subscriptions of Bishop necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Bishop's continued professional participation, growth, and advancement, and for the good of the Port.
2. Port agrees to budget for and to pay for travel and subsistence expenses of Bishop for professional and official travel, meetings, and occasions to adequately continue the professional development of Bishop and to pursue necessary official functions for Port.
3. Port also agrees to budget for and to pay for travel and subsistence expenses of Bishop for short courses, institutes, and seminars that are necessary for the Bishop's professional development and for the good of the Port.

4. Port recognizes that certain expenses of a non-personal but job related nature are incurred by Bishop, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

5. The Port acknowledges the value of having Bishop participate and be directly involved in local and regional civic clubs or organizations. Accordingly, Port shall pay for the reasonable membership fees and/or dues to enable the Bishop to become an active member in local civic clubs or organizations.

### **Section 9: Termination**

**For the purpose of this agreement, termination shall occur when:**

1. The majority of the Commission votes to terminate Bishop at a duly authorized public meeting.
2. If the Port, citizens or legislature acts to amend any of the role, powers, duties, authority, responsibilities of Bishop's position that substantially changes the responsibilities of the position, Bishop shall have the right to declare that such amendments constitute termination. In the event of such declaration the provisions of Section 10 shall be doubled in all values.
3. If the Port reduces the base salary, compensation or any other financial benefit of Bishop, unless it is applied in no greater percentage than the average reduction of all management employees, such action shall constitute a breach of this agreement and will be regarded as a termination.
4. If Bishop resigns following an offer to accept resignation, whether formal or informal, by the Port as representative of the majority of the Commission that Bishop resign, then Bishop may declare a termination as of the date of the suggestion.
5. Breach of contract declared by either party with a 30-day cure period for either Bishop or Port. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 18.

### **Section 10: Severance**

Severance shall be paid to Bishop when employment is terminated as defined in Section 9 or as authorized in Section 11 of this agreement.

If Bishop is terminated, the Port shall provide a minimum severance payment equal to six months salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Port and Bishop. Bishop shall also be compensated for all accrued sick leave and vacation time.

For a minimum period of six months following termination, the Port shall pay the cost to continue the following benefits:

1. Health insurance for the Bishop and all dependents as provided in Section 4A
2. Life insurance as provided in Section 4C
3. Short-term and long-term disability as provided in Section 4B
4. Any other available benefits.

If Bishop is terminated because of a conviction of a felony, then the Port is not obligated to pay severance under this section.

This section shall expire in the event this agreement is extended as authorized in Section 1 of this agreement.

### **Section 11: Resignation**

In the event that Bishop voluntarily resigns his position with the Port, Bishop shall provide a minimum of 30-days notice unless the parties agree otherwise. In the event this agreement is extended as authorized in Section 1 of this agreement Bishop shall be obligated to provide 10 business days notice of his intent to resign said position. Upon said notice Bishop agrees to make himself available in a limited capacity to the Port in a consulting role for a period of not less than three months. In exchange for this commitment Bishop shall receive three months salary as defined in Section 10 of this agreement. Bishop shall also be compensated for all accrued sick leave and vacation time. Nothing contained in this section shall be construed to limit or interfere with Bishop accepting, performing employment or engaging in any other business enterprise after providing said notice or as authorized by this agreement.

### **Section 12: Performance Evaluation**

Port shall annually review the performance of the Bishop in July subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Port and Bishop. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Bishop within 30-days of the evaluation meeting.

### **Section 13: Hours of Work**

It is recognized that Bishop must devote a great deal of time outside the normal office hours on business for the Port, and to that end Bishop shall be allowed to establish an appropriate work schedule.

#### **Section 14: Outside Activities**

The employment provided for by this Agreement shall be Bishop's sole employment. Recognizing that certain outside teaching and consulting opportunities provide indirect benefits to the Port and the community, Bishop may elect to accept limited teaching and consulting opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

#### **Section 15: Deleted**

#### **Section 16: Other Terms and Conditions of Employment**

The Port, only upon agreement with Bishop, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Bishop, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law. Except as otherwise provided in this Agreement, Bishop shall be entitled to the highest level of benefits that are enjoyed by other management employees of the Port as provided by practice.

#### **Section 17: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) PORT: [P.O. Box 1215, 125 Central Avenue, Suite 300, Coos Bay OR 97420]
- (2) BISHOP: [1675 Woodland Drive, Coos Bay, OR 97420]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### **Section 18: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the Port and Bishop relating to the employment of Bishop by the Port. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Port and the Bishop as well as their heirs, assigns, executors, personal representatives and successors in interest.

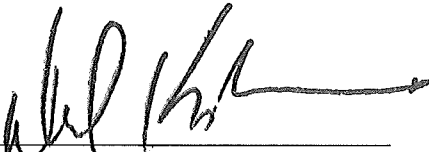
C. Effective Date. This Agreement shall become effective on February 18, 2010.

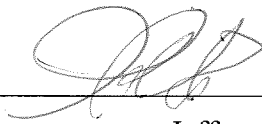
*October 20, 2011. DU*

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Executed on behalf of the Oregon International Port of Coos Bay by its President and executed by Jeffrey Bishop this eighteenth day of February, 2010. *DW*  
*20th* *October, 2011*

OREGON INTERNATIONAL PORT OF COOS BAY

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

  
\_\_\_\_\_  
Jeffrey Bishop