



**Employment Agreement
Between
Port of Newport
and
Paula Jaqueline Miranda**

This agreement effective the ___ day of _____, 2019 by and between the Port of Newport, hereinafter referred to as “Port,” and Paula Miranda, hereinafter referred to as “General Manager” or “GM.”

Port hereby employs Paula Miranda as General Manager, and Paula Miranda hereby accepts said employment on the following terms and conditions.

Duties and Responsibilities:

The GM shall have the responsibilities as outlined in attached General Manager Job Description of the Port and as more specifically outline here:

1. Lead the Port in its efforts to implement the goals and strategies outlined in its Strategic Business Plan and envision and accomplish sound business initiatives.
2. Implement marketing and outreach programs and represent the Commission in relationships with customers, local, state and federal officials, and the community.
3. Implement and maintain positive relationships with community resources, other critical users of Yaquina Bay, nearby Ports, and the media.
4. Oversee all appointments, disciplinary actions, terminations and other personnel management actions for Port employees.
5. Coordinate the activities of all consultants to the Commission, including legal counsel, planners, auditors, architects and engineers.
6. Provide the Commission with current information regarding business trends, market conditions, and opportunities relevant to the Commission's short and long-term goals.
7. Oversee preparation, submission and adherence to the Port's annual operating budget and capital improvement planning in strict compliance with applicable Oregon budget law.



8. Provide leadership, direction and training to Port staff, always seeking to improve the overall efficiency, effectiveness and public perception of Port operations and personnel, and constantly striving to maximize staff's potential as individuals and as a team.
9. Regularly review Port departmental policies and procedures, and revise when appropriate, in consultation with the Port Commission.
10. Supervise and coordinate negotiation of rental/lease agreements, collective bargaining agreements, and other related business transactions.
11. Oversee the scheduling of all Commission meetings following the guidelines of Oregon Public Meeting Laws. Attend all meetings unless excused by the Commission.
12. Assist the Commission in developing and maintaining communication with the Commission's constituency.
13. Perform other duties and responsibilities as assigned by the Commission.

Discipline and Termination of Employment Contract:

The Port's general disciplinary policies do not apply to the GM. In the event the Port deems it necessary to issue discipline to the GM, that discipline may include performance improvement and/or corrective action plans, reprimands, suspensions (only in conformance with the Fair Labor Standards Act relating to an exempt position), prospective reduction in pay, or termination, depending upon the severity of the offense or actions involved. The GM shall have the choice of public or confidential disciplinary proceedings. All discipline processes will be conducted in accordance with the Oregon Public Meetings law, as applicable.

- A. The GM's employment may be terminated under this Agreement "at will." The GM is, at all times, an "at will" employee who can be terminated at any time, with or without cause. Nothing in this agreement is to be interpreted as changing the GM's status as an "at will" employee. As the Chief Executive Officer, the GM is in the highest operational and administrative position in the organization and is, therefore, held to higher standards of performance and attitude than other employees. In most cases of misconduct committed by an employee at this level, either counseling or discharge would be warranted, but intermediate levels of disciplinary action would be rare.
- B. Nothing in this agreement shall be construed to include any special rights of the GM, nor obligations on the part of the Port, if the contract is not renewed pursuant to the terms set forth in Section II.



C. Except as provided in IX.B. above, the Port may also terminate employment of the GM following the grounds and process set forth herein.

(1) Termination Without Cause by Port.

The Port may terminate this Agreement at any time upon 15 days' written notice to the GM. In such event, the GM, if requested by the Port, shall continue to render her services and shall be paid her regular compensation up to the date specified in the termination. During the first year of this agreement ending June 30, 2020 the GM shall be paid in quarterly installments, starting on the date of termination a severance allowance totaling (12) twelve months' compensation and benefits, less all amounts required to be withheld and deducted. In subsequent years of this agreement, the GM shall be paid on a monthly basis, starting on the date of termination a severance allowance totaling (3) three months compensation and benefits, less all amounts required to be withheld and deducted. In addition, the GM shall be entitled to compensation for all earned but unused vacation, accrued holiday and personal time, subject to the general guidelines of the Port. The GM acknowledges that this contract provision cannot be changed or modified by any statement or policy of the Port which would tend to indicate that she may not at any time be dismissed without cause, or that the GM is other than an "at will employee." Acceptance of severance pay by the GM shall constitute a waiver and release of all claims of the GM and any persons legally entitled to assert claims as a result of the GM's dismissal, against the Port, its directors, employees, volunteers, agents, or representatives, whether known or unknown to the GM at the time such severance pay is accepted. A separate severance agreement between the parties will be required memorializing this provision and including all then current legal requirements prior to payment of any severance pay.

(2) Termination for Cause

"Cause" for termination includes, but is not limited to:

- a. Commission of any criminal act of fraud, dishonesty, misappropriation of funds, embezzlement, immoral conduct, or other misconduct in the rendering of services on behalf of the Port.
- b. Current illegal use of drugs, substance abuse, or being impaired while at work or representing the Port;

(3) Grounds for Discipline

"Cause" for discipline, but is not limited to:



- a. Intentional or repeated failure to comply with legal requirements or with the Port's policies or directives.
- b. Repeated discourteous treatment of employees, subordinates, volunteers or the public; or
- c. Failure or refusal to faithfully, diligently and effectively perform any of the provisions of this Agreement.

Salary and Benefits:

1. The GM shall be paid an annual salary of \$128,000.00, monthly rate of \$10,667.
2. The GM shall be paid \$12,000.00 in relocation expenses upon written request for reimbursement.
3. Normal working hours are Monday through Friday, from 8:00 am to 5:00 pm. Position will require attendance at Regular Monthly Commission Meetings, some early morning staff meetings, evening hours, and occasionally on weekends.
4. The GM's employment by the Port is Fair Labor Standards Act ("FSLA") exempt, and not eligible for overtime.
5. The GM shall accrue ongoing paid time off (PTO) at the rate of 32 days annually. The GM shall accrue PTO during the first full calendar month of service.

Professional Liability:

1. The Port shall, subject to Oregon law and insurance carrier rules and policy limitations, hold harmless and indemnify the GM from any/and all demands, claims, suits, and legal proceedings brought against the GM in the GM's individual capacity or in the GM's capacity as agent and employee of the Port.
2. In no case shall individuals be considered personally liable for indemnifying the GM against such demands, claims, suits, actions and legal proceedings.



Entirety of the Agreement:

1. This contract constitutes the entire agreement between the parties, integrates all the terms and conditions included herein, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Breach of Agreement:

1. Failure by the GM to fulfill the obligations set forth in this agreement shall be considered a breach of this contract and will terminate the contract immediately.

Applicable Law:

1. This agreement is subject to all applicable laws of the State of Oregon.

Savings Clause:

1. If, during the term of this Employment Contract, it is found that a specific clause of the contract or a portion thereof is illegal under federal or state law, the remainder of the contract not affected by such law shall remain in full force.

Modification:

1. The parties may, during the term of this agreement, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.

In Witness whereof, the Port pursuant to the authority of its Board of Commissioners, has caused two originals of this agreement to be signed in the name of the Port by the Port Commission Vice President, and the Port of Newport Commission Vice President has hereunto affixed her hand on the _____ day of _____ 2019.

Paula Miranda, General Manager

Sara Skamser, Vice President
Port of Newport, Board of Commissioners



General Manager

Position Overview

The Port of Newport General Manager is responsible for organizational leadership and leading the implementation of the Port's Strategic Business Plan and Capital Facilities Plan. The GM guides the overall operation of Port facilities, personnel and financial performance in addition to directing operational policy and providing program direction in support of the Port's mission. This position reports directly to a 5 member elected Port Commission.

The Port of Newport employs approximately 25 employees who carry out the mission to build and maintain waterfront facilities, and promote/support projects and programs in cooperation with other community organizations and businesses that will retain and create new jobs and increase community economic development.

The General Manager is responsible for the success of the Port in achieving its mission and is expected to: be an effective, professional leader who gets results; supervise employees for peak performance; and demonstrate positive and effective, interpersonal and communication skills.

A successful candidate will demonstrate skills and experience related to leadership of a complex, public facing maritime operation. The execution of strategic plans, economic development, public budgeting, workforce leadership, and working closely with elected officials are all essential components of a successful candidate's skillset.

Positions Supervised

Director of Operations, Director of Business Operations, Administrative Supervisor

Summary of Essential Duties

Leads the Port in implementing the goals and strategies outlined in the Strategic Business Plan and Capital Facilities Plan.

Possesses the ingenuity, analytical problem-solving skills, and cooperative management skills to meet the challenge of directing infrastructure maintenance and economic development with financial efficiency.

Represents the Commission in relationships with customers, local, state and federal officials.

Develops and maintains positive relationships with community leaders, users of Yaquina Bay, nearby Ports, and the media.

Responsible for the application of best practices pertaining to personnel management actions for Port employees.

Coordinates the activities of all consultants to the Commission, including legal counsel, planners, auditors, architects and engineers.

Approves the development and execution of policies, processes, and procedures.

Reviews, modifies, and approves major program and operating plans and budgets to ensure they are consistent with Commission objectives.

Works with Director of Business Operations to provide oversight and guidance with fiscal and budget responsibilities.

Provides direction to managers/supervisors in cultivating a culture of proactive customer service for their area of responsibility by monitoring and taking initiative in identifying areas for improvements. Collaboratively develop plans solutions and alternatives to improve organizational efficiency.

Designated signature and appointing authority for the Port, as appropriate, including but not limited to contracts, operating expenditures, program related expenditures; and employee appointments.

Responsible for ensuring marketing, economic development, revenue creation, and outreach programs are effectively managed.

Ensures Port-wide consistency and standards for all business functions. Manages and coordinates complex issues that cross work areas.

Provides oversight and leadership to the agency's Director of Business Operations as it relates to complex financial transactions, particularly those with significant legal or contractual components.

Provides the Commission with current information regarding business trends, market conditions, and opportunities relevant to the Commission's short and long-term goals.

Responsible for timely and accurate preparation, submission and adherence to the Port's annual operating budget and capital improvement planning in strict compliance with applicable Oregon budget law.

Regularly reviews Port departmental policies and procedures, and recommends revision when appropriate, in consultation with the Port Commission.

Coordinates with the Director of Operations and the Director of Business Operations on negotiation of rental/lease agreements, collective bargaining agreements, grant writing and other related business transactions.

Ensures regular inspection and timely maintenance of all Port facilities, compliance with all applicable laws and regulations, and the securing of all permits from regulatory agencies necessary to conduct Port business.

Oversees the scheduling of all Commission meetings following the guidelines of Oregon Public Meeting Laws. Attends all meetings unless excused by the Commission.

Assists the Commission in developing and maintaining communication with the Commission's constituency.

Performs other duties and responsibilities as assigned by the Commission.

Working Conditions

Primarily in an office setting with some travel. Requires weekend and evening work, often with frequent interaction with other individuals and groups.

The person in this position must have the ability to manage a heavy workload with multiple tasks, constant interruptions with competing deadlines.

The incumbent must maintain confidentiality and exercise discretion.

Contact with Others

Considerable contact with persons from within and outside the Port offices, including public speaking and communicating with Commission, federal/state/local officials, recreational and commercial fishers, clients, tenants, media, contractors, union representatives, and consultants.

Minimum experience and Knowledge

A Bachelor's degree in business administration, public administration or a related field, or equivalent.

At least 6 years' experience in a public or private organization which included responsibility for **each** of the following: (a) senior leadership role in a complex public facing maritime operation, including the management of staff, (b) development and implementation of strategic long and short-range plans/goals for an organization, (c) successfully working under the direction of a board, (d) budget preparation including capital improvements, (e) contract and lease negotiations, (f) networking and building relationships with community leaders, stakeholders and elected officials, (g) facilitating legal matters with attorneys and risk managers, (h) economic development outreach; and/or an equivalent combination of training, education and experience which demonstrates the knowledge, skills and abilities necessary to successfully perform the essential duties of the job.

Preferred Experience, Knowledge and Training

- ✓ 5 years' experience in a general manager or director role.
- ✓ Experience in the operations of a public port;
- ✓ Successful Strategic Business Plan and Capital Facilities Plan implementation;
- ✓ Economic development;

- ✓ Human Resource best practices;
- ✓ Public finance and budget requirements;
- ✓ Property and facility management best practices;
- ✓ Oversight of complex engineering and construction projects;
- ✓ Governmental ethics and standards.

Skills and Abilities

- ✓ Demonstrated leadership style which includes honesty, confidence, integrity, credibility, approachability, and a strong commitment to teamwork and collaboration across all levels of staff at the Port, Port Commissioners, with elected officials, and with stakeholders.
- ✓ Skill in communicating effectively in writing and the ability to speak about and explain complex issues clearly; effective public speaking and consensus building among a wide variety of audiences including staff, Port Commissioners, Port users, the community, and state and local officials.
- ✓ The ability to anticipate, identify, and analyze complex and sensitive issues and situations, develop alternative solutions, forecast consequences of proposed actions, and through intentional engagement consider and appreciate multiple perspectives, backgrounds, and values, integrating them, throughout the organization, creating opportunities to effectively achieve organizational goals.

Required Licenses

Valid driver's license and must be insurable by Ports insurance provider. Ability to obtain a TWIC card.

Salary & Benefit Package

- Salary Range \$113,505 - \$141,129
- Health & Dental Insurance
- Oregon Public Employees Retirement System (PERS)
- Deferred Compensation Plan
- Flexible Spending Account (FSA)
- Annual Paid Time Off (PTO) and 11 Annual Paid Holidays