

CITY ATTORNEY EVALUATION COMMITTEE MEETING
Office of the Mayor in Municipal Building

May 7, 2014
9:00 a.m.

Agenda

Councilmember Trina Baughn, Chair

- I. CALL MEETING TO ORDER
- II. REVIEW OF RELATED MATERIALS
 - a. FY 2013 City Attorney Evaluation Forms
 - b. Original Employment Agreement, 2001
 - c. Most Recent Amendment to the City Attorney Agreement, 2013
- III. DISCUSSION AND DETERMINATION OF FY 2014 EVALUATION PROCESS AND SCHEDULE
- IV. ADJOURNMENT

FY2013 City Attorney Evaluation Form

COURTESY AND COMMUNICATION SKILLS

Rate the ability of the City Attorney to inspire, encourage, and facilitate the activities of subordinates and peers to achieve City goals. Consider the degree of ingenuity demonstrated in seeking proactive solutions and assuming responsibility for outcomes, as well as creativity, resourcefulness, and communicating in a manner that inspires confidence or builds support.

Is accessible, responsive, considerate and courteous in his interactions with Council.

General Comments:

Provides legal opinions and/or advice in a timely manner.

General Comments:

Creates a sense of trustworthiness.

General Comments:

Keeps the Council informed about current issues, legal activities, decisions, and goals.

General Comments:

Communicates well with a wide range of persons, including Councilmembers, citizens, staff, and other attorneys.

General Comments:

List notes or comments that support the overall rating on courtesy and communication skills.

KNOWLEDGE AND ADAPTABILITY

Rate the ability of the City Attorney to prepare and review legal documents, represent the City in all legal matters, and direct the management of all litigation and laws of the City of Oak Ridge, per the Oak Ridge City Charter.

Demonstrates a thorough knowledge and understanding of municipal law.

General Comments:

Is knowledgeable about City issues and about legal trends that may impact the City.

General Comments:

Provides advice on ordinance changes, drafting of new ordinances and amendments.

General Comments:

Provides concise, understandable, and helpful legal options and/or advice.

General Comments:

Demonstrates openness to alternative approaches.

General Comments:

Adjusts rapidly to changes in plans or procedures.

General Comments:

List notes or comments that support the overall rating on knowledge and adaptability.

ADMINISTRATIVE SKILLS AND EFFECTIVENESS

Rate the ability of the City Attorney to supervise the administrative affairs of the legal department to include staffing, the management of the department, and the provision of City services.

Functions effectively under pressure.

General Comments:

Demonstrates leadership that contributes to achieving the City's goals and objectives.

General Comments:

Effectively evaluates legal problems and alternatives.

General Comments:

Demonstrates effectiveness in avoiding unnecessary legal controversy.

General Comments:

List notes or comments that support the overall rating on administrative skills and effectiveness.

PERSONAL AND PROFESSIONAL QUALITIES

Evaluate the character of the City Attorney, including his integrity, his ethics, his fairness and equity in dealing with employees, City Council and the public, his dedication to professional development, time management, problem solving, and decision-making skills.

Maintains high standards of ethics, honesty, and integrity in all personal and professional relationships.

General Comments:

Retains your confidence when informing you of risks associated with proposed actions or decisions.

General Comments:

Works toward gaining and maintaining the respect and support of staff.

General Comments:

List notes or comments that support the overall rating on personal and professional qualities.

ADDITIONAL NARRATIVE – LOOKING AHEAD

What would you identify as the City Attorney's strength(s), expressed in terms of the principal results achieved during the rating period?

What performance area(s) would you identify as most critical for improvement?

What constructive suggestions or assistance can you offer the City Attorney to enhance performance?

What other comments do you have for the City Attorney, e.g. priorities, expectations, goals, or objectives for the new rating period?

Please provide recommendations and comments on a possible change in compensation (currently \$106,100.80) and a contract extension beyond the current expiration date of March 1, 2017.

Please enter your name:

Please provide your e-mail address only if you wish to receive a copy of the completed form *and* if you completed this form through the link provided in the e-mail sent by the City Clerk. If you filled out the PDF form via e-mail then you can simply save the form on your computer.

-END OF FORM-

EMPLOYMENT AGREEMENT
City Attorney

This is an agreement entered into this 22 day of Feb., 2001, between the City of Oak Ridge (the City) by the City Council and Kenneth R. Krushenski (City Attorney) to provide for the employment of Kenneth R. Krushenski as City Attorney of the City of Oak Ridge and to set forth the terms and conditions of his employment and the mutual obligations, rights and duties of each party.

Now, therefore, in consideration of the mutual promises as set forth in this Agreement, the City of Oak Ridge and Kenneth R. Krushenski agree as follows:

Section 1. Duties

City Council agrees to employ Kenneth R. Krushenski as City Attorney of the City of Oak Ridge to perform the functions and duties as specified in the City Charter and the City Code, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. Article III, Section 13 of the Charter of the City of Oak Ridge specifies as follows:

The City Attorney shall be responsible for representing and defending the City in all litigation in which the City is a party, shall be the prosecuting officer in the City Court, shall advise the Council, City Manager, and other officers and employees of the City concerning legal aspects of the City's affairs, shall approve as to form and legality all contracts, deeds, bonds, ordinances, resolutions, motions, and other official documents and shall perform such other duties as may be prescribed by the Council or the City Manager.

The City Attorney shall also be responsible for representing all boards and commissions sanctioned by or established by the City Council. The City Attorney shall be responsible for defending all boards and commissions in all litigation in which the respective board or commission is a party and shall attend meetings of the various boards and commissions if in the discretion of the City Attorney his attendance is necessary.

The City Attorney shall also serve as tax attorney for the City of Oak Ridge. All revenue paid to the City Attorney in his capacity as tax attorney shall be paid into the general fund of the City of Oak Ridge, Tennessee.

Section 2. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Attorney at any time, subject only to the provisions set forth in Section 5, Paragraphs A and B of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Attorney to resign at any time.

C. Except as otherwise herein stated, this Agreement shall become effective as of March 1, 2001, and shall continue in effect until March 1, 2003, except as provided in Section 2, Paragraph D.

D. In order to extend the term of this Agreement, City Council shall take action by November 18, 2002. However, upon the request of the City Attorney during this same period, City Council shall make a decision as to whether it desires to extend said Agreement.

Section 3. Performance Evaluation

A. No later than June 1, 2001, City Council and the City Attorney shall establish performance criteria and goals and objectives which shall provide the basis for the evaluation of the City Attorney. The performance criteria and the goals and objectives will be those that are necessary for the proper operation of the City and the attainment of City Council's policy objectives. The performance criteria and the goals and objectives shall be assigned a relative priority, and shall generally be attainable within the time limitations established and within the annual operating and capital budgets and the appropriations provided. Thereafter, City Council and the City Attorney may modify the performance criteria and the goals and objectives during the annual evaluation process.

B. The first formal evaluation of the City Attorney's performance shall be completed by May 30, 2002. Thereafter, evaluations shall be conducted on an annual basis by May 30th of each year.

Section 4. Code of Ethics

The City Attorney agrees to adhere to the standards of the American Bar Association Code of Professional Responsibility and to conduct himself accordingly.

Section 5. Termination and Severance Pay

A. In the event the City Attorney's employment is terminated by the Council at its will and pleasure during such time that the City Attorney is willing and able to perform his duties under this Agreement, then in that event the City agrees to pay the City Attorney a lump sum cash payment equal to six (6) months' aggregate salary plus any accrued leave and benefits less applicable deductions as required by agreement, law, ordinance or policy for other employees and/or the City Attorney's matching portion of benefits provided for and during said six (6) months' severance period. At City Council's option, the actual resignation date may be extended through earned and accrued leave balances due the City Attorney then in effect. Provided, however, that in the event the City Attorney is terminated "for just cause," then in such event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. "Just cause" is defined and limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) violation of duties by the City Attorney of honesty and sobriety; (4) any other act of a similar nature of the same or greater seriousness.

B. In the event the City at any time reduces the salary or other financial benefits of the City Attorney in a greater percentage than an applicable across-the-board reduction for all City employees, then the City Attorney may at his option be deemed to be "terminated" at the date of such reduction under the terms of Section 5A, with the City Attorney being entitled to the lump sum cash payment as described.

Section 6. Disability

If the City Attorney becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of six (6) successive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement.

Section 7. Salary

A. City agrees to pay the City Attorney for his services rendered pursuant hereto an annual base salary of \$80,017.60, payable in installments at the same time as other City employees are paid.

B. In addition, City agrees to increase said base salary and/or other benefits of the City Attorney in such amounts and to such an extent as the City Council may determine desirable on the basis of the performance evaluation developed as required by Section 3 of this Agreement. Nothing in this paragraph shall require the City to increase the base salary or other benefits of the City Attorney.

Section 8. Hours of Work

A. The City of Oak Ridge requires the full-time service of its City Attorney and, therefore, in the event the City Attorney is not available for his duties, he shall designate an Assistant City Attorney as his representative to be responsible in his place, and so inform members of City Council when appropriate.

B. The City Attorney is leaving an active private law practice to undertake this position with the City of Oak Ridge. Both parties to this agreement recognize that it will take the City Attorney some time to close his existing practice and in that regard the parties agree that the City Attorney will have three (3) months from the effective day of this agreement to terminate all attorney-client relationships with persons and entities other than the City of Oak Ridge. During this three (3) month period, the City Attorney agrees to avoid using regular office hours to conduct business with other clients and will make every effort to close out his attorney-client relationships with all such clients as soon as possible, but in no event will he represent persons or entities other than the City of Oak Ridge after May 30, 2001 without the express consent of the City (through the City Manager).

Section 9. Communications Equipment

The City agrees to reimburse the City Attorney up to Thirty Dollars (\$30) per month to maintain a cellular or digital telephone. Except for this reimbursement, the cellular or digital telephone service shall be maintained by the City Attorney at his cost. The City shall be provided the number for this telephone to allow ease of communication with the City Attorney.

Section 10. Dues and Subscriptions

A. The City agrees to budget and pay the professional dues and subscriptions of the City Attorney for his continuance and full participation in national, regional, state and local

associations and organizations as necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

B. The City agrees to budget and pay the Tennessee Professional Privilege Tax and Tennessee Board of Professional Responsibility fees on behalf of the City Attorney.

Section 11. Professional Development

A. The City agrees to budget and to pay the travel and subsistence expenses of the City Attorney for professional and official travel, meetings, and occasions adequate to continue the professional development of the City Attorney and to adequately pursue necessary official and other functions for the City, including but not limited to the Annual Conference of the Tennessee Bar Association, the Tennessee Municipal League, and such other national, regional, state, and local governmental groups and committees thereof which the City Attorney serves as a member.

B. The City also agrees to budget and pay for the travel and subsistence expenses of the City Attorney for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City.

Section 12. Annual and Sick Leave

A. The City Attorney shall accrue annual and sick leave in the same manner as other City employees and as specified in Article 11 of the Personnel Ordinance.

B. As of the date of commencement of the term of employment, the City Attorney shall have credited to his account ten (10) days of sick leave and one hundred twenty (120) hours of annual leave. Thereafter, the City Attorney shall accrue, and have credited to his personal account annual leave and sick leave at the same rate as other employees of the City. The City Attorney shall be entitled to all leave and employee benefit programs granted to all general employees of the City.

Section 13. Health, Dental, Disability and Life Insurance Benefits

The City agrees to provide health, dental, disability, long-term care and life insurance benefits to the City Attorney and to pay the premiums thereon equal to that which is provided all other general employees of the City.

Section 14. Retirement

The City Attorney shall be immediately covered by the Tennessee Consolidated Retirement System in the same manner as is provided all other general employees of the City.

Section 15. Liability Protection

The City shall provide the same liability protection for the City Attorney as provided for all general employees of the City, as specified in Section 13.4 of the Personnel Ordinance.

EMPLOYMENT AGREEMENT

City Attorney

Section 16. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Attorney under any law, ordinance or regulation.

Section 17. Residence

The City requires and the City Attorney agrees to maintain his principal residence inside the corporate limits of the City during the term of this Agreement, including any renewals and extensions.

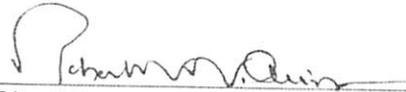
Section 18. General Provisions

A. The text herein shall constitute the entire agreement between the parties.

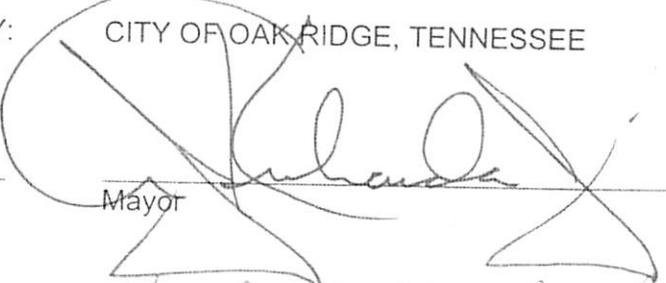
B. If any provisions contained in this Agreement, or portion thereof, are held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

APPROVED AS TO FORM AND LEGALITY:

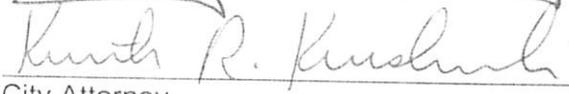
CITY OF OAK RIDGE, TENNESSEE



City Attorney

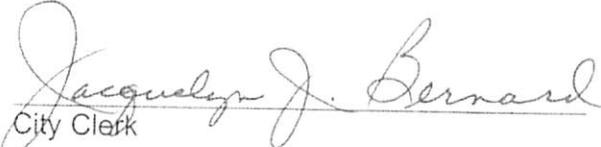


Mayor



City Attorney

ATTEST:



City Clerk

AMENDMENT NO. 12
(Employment Agreement – Kenneth R. Krushenski, City Attorney)

This Amendment No. 12 entered into this the 12th day of August, 2013, amends the Employment Agreement dated February 22, 2001, between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and Kenneth R. Krushenski, hereinafter referred to as the "City Attorney."

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 7, Salary, Subsection A, of the Employment Agreement is hereby amended by increasing the City Attorney's base salary to \$107,182.40 effective March 3, 2013, which is the equivalent of a one percent (1%) salary increase.
2. All other terms, conditions and provisions of the Employment Agreement, dated February 22, 2011, as amended by Resolutions 6-60-02, 6-70-03, 5-71-04, 5-54-05, 6-64-06, 5-58-07, 5-45-08, 5-44-09, 7-65-10, 9-91-11 and 8-69-2013, not in conflict with this Amendment No. 12 shall remain in full force and effect.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE



Kenneth R. Krushenski, City Attorney



Thomas L. Beehan, Mayor

KENNETH R. KRUSHENSKI



Signature