

## Employment Agreement

This Employment Agreement (this “**Agreement**”) is made and entered into as of December 1, 2023, by and between Travis Webster (the “**Employee**”) and the PORT OF BROOKINGS HARBOR, a Port District organized under the laws of the state of Oregon, (the “**Port**”).

WHEREAS, the Port originally hired the Employee as its Port Manager under that Employment Agreement dated December 21, 2022 (the “**December 21, 2022, Agreement**”);

WHEREAS, the Port and the Employee desire to amend and restate the December 21, 2022, Agreement to modify certain terms and conditions and to reflect the extension to the Agreement term;

NOW, THEREFORE, for good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree the December 21, 2022, Agreement is hereby replaced in its entirety as of the Effective Date (defined below) with the following agreement:

1. Term. Subject to the terms and conditions of this Agreement, the Port will continue to employ the Employee for the period beginning on December 1, 2023 (the “**Effective Date**”) and ending on November 30, 2028 (the “**Employment Term**”).

2. Position and Duties.

2.1 Position. During the Employment Term, the Employee shall serve as the Port Manager of the Port, reporting directly to and taking direction from the Board of Commissioners (the “**Board**”). Employee shall have such duties, authority, and responsibilities as are consistent with the Employee’s position.

2.2 Duties. Employee shall perform duties and responsibilities as Port Manager consistent with the Port’s mission, policies, and objectives, as well as the Port’s bylaws, policies, and procedures, including but not limited to the Employee Handbook, Board resolutions and directives, and at all times in compliance with the applicable law and ethical standards applicable to the performance of public duties. In such capacity, Employee shall exercise responsibility for the overall administration of the Port’s fiscal management and facilities maintenance and development, provided that Employee’s precise duties and responsibilities may be limited or changed from time to time by the direction of the Board. During the Employment Term, the Employee shall devote substantially all of the Employee’s business time and attention to the performance of the Employee’s duties hereunder and will not engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the Board.

2.3 Evaluation. The Board will evaluate Employee’s overall work performance on a semiannual basis, or as otherwise determined by the Board.

3. Place of Performance. The principal place of Employee's employment shall be at the Port located in Harbor, Oregon; provided that, the Employee may be required to travel on Port business during the Employment Term.

4. Compensation.

4.1 Base Salary. The Port shall pay the Employee an annual rate of \$98,325, which shall be subject to customary withholdings and authorized deductions, in periodic installments in accordance with the Port's customary payroll practices and applicable wage payment laws. The Employee's annual base salary is hereinafter referred to as "**Base Salary.**" The Port will increase the Base Salary by 3.5 percent each December 1st during the Employment Term, beginning December 1, 2024. Employee may be entitled to additional increases in his Base Salary, to be determined in the sole discretion of the Board, based on Employee's progress in achieving the goals approved by the Board and his performance in general.

4.2 Employee Benefits. During the Employment Term, the Employee shall be entitled to participate in all employee benefit plans, practices, and programs maintained by the Port, as in effect from time to time (collectively, "**Employee Benefit**"), to the extent consistent with applicable law and the terms of the applicable Employee Benefit plans. Employee acknowledges that any and all Employee Benefits provided by the Port are subject to change from time to time (including elimination of any particular benefit), and the Port reserves the right to amend or terminate any Employee Benefit at any time in its sole discretion, subject to the terms of such Employee Benefit plan and applicable law.

4.3 Vacation; Paid Time Off. During the Employment Term, the Employee shall continue to accrue paid vacation and/or sick time in accordance with the accrual rates then in effect and in accordance with the Port's vacation and/or sick time policies and procedures in effect from time to time.

4.4 Business Expenses. The Employee shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment, and travel expenses incurred by the Employee in connection with the performance of the Employee's duties hereunder in accordance with the Port's expense reimbursement policies and procedures.

4.5 Indemnification. The Port shall defend and indemnify Employee from and against any and all claims that may be asserted against Employee by third parties that are connected with the performance by Employee of his duties and obligations under this Agreement, to the extent permitted by applicable law and the Port's bylaws. The foregoing notwithstanding, the Port shall not be required to defend or indemnify Employee (a) in criminal proceedings, (b) in civil proceedings where Employee is the plaintiff, or (c) to the extent it is finally adjudicated that Employee did not act in good faith and in the reasonable belief that Employee's actions were appropriate in the discharge of Employee's duties for the Port.

5. Termination of Employment. The Employee's employment hereunder may be terminated by either the Port or the Employee at any time and for any reason or for no particular reason. Upon termination of the Employee's employment during the Employment Term, the Employee shall be entitled to the benefits described in this Section 5 and shall have no further rights to any compensation or any other benefits from the Port.

5.1 Termination For Cause (by Port).

(a) The Port shall have the right to immediately terminate this Agreement and the Employee's employment for Cause as reasonably determined in the sole discretion of the Board. If the Port terminates Employee's employment for Cause during the Employment Term, Employee shall be entitled to receive:

(i) any earned but unpaid Base Salary which shall be paid in accordance with the timelines specified in ORS 652.140; and

(ii) reimbursement for unreimbursed business expenses properly incurred by the Employee, which shall be subject to and paid in accordance with the Port's expense reimbursement policy.

Items 5.1(a)(i) and 5.1(a)(ii) are referred to herein collectively as the "**Accrued Amounts.**" Upon the Port's termination of Employee's employment and this Agreement for Cause, all of Employee's compensation and benefits shall cease as of the effective termination date, and the Employee shall not be entitled to any other compensation or benefits, except for the Accrued Amounts. Employee's COBRA rights (if any) shall be the same as any other terminated employee.

(b) For purposes of this Agreement, "**Cause**" shall mean:

(i) the Employee's willful failure to perform the Employee's duties (other than any such failure resulting from incapacity due to physical or mental illness);

(ii) the Employee's willful failure to comply with any valid and legal directive of the Board;

(iii) the Employee's willful engagement in dishonesty, illegal conduct, or gross misconduct, which is, in each case, deemed by the Board to be materially injurious to the Port;

(iv) the Employee's embezzlement, misappropriation, or fraud, whether or not related to the Employee's employment with the Port;

(v) the Employee's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;

(vi) a violation by the Employee deemed to be material by the Board of the Port's written policies or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and unethical conduct;

(vii) the Employee's breach of this Agreement deemed to be material by the Board of any obligation under this Agreement or any other written agreement between the Employee and the Port; or

(viii) the Employee's engagement in conduct that in the Port's sole discretion brings or is reasonably likely to bring the Port negative publicity or into public disgrace, embarrassment, or disrepute.

For purposes of this provision, none of the Employee's acts or failures to act shall be considered "willful" unless the Employee acts, or fails to act, in bad faith or without reasonable belief that the action or failure to act was in the best interests of the Port. The Employee's actions, or failures to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the advice of counsel for the Port shall be conclusively presumed to be in good faith and in the best interests of the Port.

5.2 Termination Without Cause (by Port). The Port may terminate this Agreement for any reason, without Cause, by providing notice described in Section 5.4. If the Port terminates Employee's Employment Without Cause during the Employment Term, Employee shall be entitled to (i) receive the Accrued Amounts, and (ii) within 60 days following the date of the Employee's termination, a lump sum payment equal to six months' of Employee's Base Salary provided that Employee, within 45 days following the date of the Employee's termination, executes a full release of all claims arising out of or related to his employment with and/or termination from employment with the Port, in the form of a release approved by the Board (the "**Release**"). The effective date of the Release shall be the eighth (8th) day after Employee signs it. The severance pay shall be based on Employee's then-current annual salary. If such 60-day period begins in one calendar year and ends in the following calendar year, then the payment shall be made in the second calendar year.

5.3 Termination by Employee. The Employee may resign his employment voluntarily and terminate this Agreement by giving advance written notice to the Port as described in Section 5.4 below, for any or no reason.

(a) Employee shall continue to receive his compensation and benefits during such notice period, provided, however, that the Port may reduce or require no

further services from the Employee during all or a portion of such notice period. Notwithstanding the foregoing, the Port shall retain the right to terminate the Employee for Cause during the notice period if it in its sole discretion deems it necessary.

(b) All of the Employee's compensation and benefits shall cease immediately as of the effective employment termination date, and the Employee shall not be entitled to any other compensation or benefits, except for any benefits already accrued and vested. The Employee's COBRA rights (if any) shall be the same as any other terminating employee.

5.4 Notice of Termination. Any termination of the Employee's employment hereunder by the Port or by the Employee during the Employment Term shall be communicated by written notice of termination ("**Notice of Termination**") to the other party hereto in accordance with Section 14.

(a) The Notice of Termination shall specify:

(i) the relied-upon termination provision of this Agreement; and

(ii) to the extent applicable, the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated; and

(iii) the effective date of termination.

(A) If the Port terminates the Employee's employment for Cause, the effective date of termination shall be immediate.

(B) If the Port terminates the Employee's employment without Cause, the effective date of termination shall be no fewer than 30 days following the date on which the Notice of Termination is delivered.

(C) If the Employee terminates his employment, the effective date of termination shall be no fewer than 30 days following the date on which the Notice of Termination is delivered;

(b) Employee shall continue to receive compensation and benefits during the above-described notice period, provided, however, that the Port may reduce or require no further services from Employee during all or a portion of such notice period.

6. Governing Law, Jurisdiction, and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of Oregon without regard to conflicts of law principles.

Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the state of Oregon, county of Curry. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

7. Entire Agreement. Unless specifically provided herein, this Agreement, contains all of the understandings and representations between the Employee and the Port pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Employee acknowledges and agrees that the Port has fully satisfied and has no further obligations to the Employee arising under, or relating to, any prior employment agreement or understanding.

8. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Employee and by the Board. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time.

9. Severability. Should any provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

10. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

11. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12. Code Sections 409A and 457. The payments and other benefits payable under this Agreement are intended to be exempt from the requirements of Sections 409A and 457 of the Internal Revenue Code by reason of being "short-term deferrals" within the meaning of Treasury Regulation Section 1.409A-1(b)(4) and Proposed Treasury Regulation Section 1.457-12(d)(2). All provisions of this Agreement shall be interpreted in a manner consistent with preserving this exemption.

13. Successors and Assigns. This Agreement is personal to the Employee and shall not be assigned by the Employee. Any purported assignment by the Employee shall be null and void from the initial date of the purported assignment. The Port may assign this Agreement to any

successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Port. This Agreement shall inure to the benefit of the Port and permitted successors and assigns.

14. Notice. Notices and all other communications provided for in this Agreement shall be given in writing by personal delivery, electronic delivery, or by registered mail to the parties at the addresses set forth below (or such other addresses as specified by the parties by like notice):

If to the Port:

Richard Heap

Board President  
Port of Brookings Harbor  
16330 Lower Harbor Road  
Harbor, OR 97415

If to the Employee:

806 Fawn Drive  
Brookings, OR 97415

15. Representations of the Employee. The Employee represents and warrants to the Port that:

The Employee's acceptance of employment with the Port and the performance of the Employee's duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement, or understanding to which the Employee is a party or is otherwise bound.

The Employee's acceptance of employment with the Port and the performance of the Employee's duties hereunder will not violate any non-solicitation, non-competition, or other similar covenant or agreement of a prior employer or third party.

16. Withholding. The Port shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Port to satisfy any withholding tax obligation it may have under any applicable law or regulation.

17. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

18. Acknowledgement of Full Understanding. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE EMPLOYEE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE EMPLOYEE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE EMPLOYEE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THE EMPLOYEE'S CHOICE BEFORE SIGNING THIS AGREEMENT.

*[SIGNATURE PAGE FOLLOWS]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PORT OF BROOKINGS HARBOR

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRAVIS WEBSTER

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_