

RESOLUTION No. 221

A RESOLUTION RELATING TO THE RENEWAL OF THE ADMINISTRATIVE AGREEMENT BETWEEN THE CITY ADMINISTRATOR AND THE CITY.

WHEREAS, the City of Troutdale has the authority to employ such individuals as from time to time it deems necessary to carry out the business of the City; and,

WHEREAS, the term of the present agreements, as per Resolution No. 107 and a subsequent amendment as in Resolution No. 140 effective February, 1977, is now subject to renewal; and,

WHEREAS, the Mayor and City Council acknowledge the achievements and productivity increases which have been accomplished by the City Administrator pursuant to City policy at the direction of the elected City officials; and,

WHEREAS, the Mayor, City Council and City Administrator, Robert W. Jean III, all desire to renew the agreement; now,

THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

1. The City of Troutdale enter into a renewal employment agreement with Robert William Jean III as City Administrator, and that the terms of that agreement are in "Attachment No. 1" hereto and are made a part of this Resolution as though fully set forth herein; and,
2. That the employee acknowledges that he serves at the discretion and pleasure of the Council as under the terms of this agreement; that the employee acknowledges that his salary shall be set by Council motion, and that the employee's immediate supervisor shall be the Mayor or President of the Council in the Mayor's absence; and,
3. That the effective date and term of this agreement is January 1, 1979 through December 31, 1980, and that any subsequent amendments or extension of this agreement shall be by mutual agreement as pursuant to the terms of this agreement.

PASSED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 18th DAY OF JANUARY, 1979.

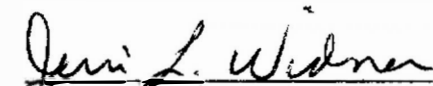
YEAS: 6

NAYS: 0



R. M. Sturges, Mayor

ATTEST:



Jerri L. Widner  
Finance Director/City Recorder

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT RENEWAL  
("Attachment No. 1")

THIS AGREEMENT, made and entered into this 16th day of January, 1979, by and between the City of Troutdale, State of Oregon, a municipal corporation, hereinafter called the "City", and Robert W. Jean III, City Administrator and hereinafter called the "Employee",

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an original employment agreement on March 29, 1976, and a subsequent amendment effective February 28, 1977, and

WHEREAS, the parties hereto desire to enter into a new agreement superseding the previous agreements and establishing the term of a new agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Duties: The City hereby agrees to employ Robert W. Jean III as City Administrator pursuant to the authority of the Council in the City Charter, Section 11, and by the City's job description to perform those duties and other such legally permissible and proper duties as the City Council may assign of a general municipal administrative nature.

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 Employee at any time, subject only to the provisions set forth in this agreement.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in this agreement. Employee reserves the right to discuss any resignation with the City Council as a whole in either Executive or Open Session, as the Employee may request.
- C. Employee agrees to remain in the exclusive employ of the City through December 31, 1980, and neither to accept, nor to become employed by any other employer until said contract termination date, unless said termination is effected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching or consulting on the Employee's time off, which shall be allowed.
- D. In the event written notice is not given to Employee prior to four months of the termination date as herein provided, then the section on termination and severance pay shall apply. Resignation by the Employee at the suggestion or request of the City shall qualify the Employee as being eligible for severance pay as in this agreement.

Section 3. Termination and Severance Pay:

- A. In the event Employee is terminated by the City Council before expiration of the term of employment and during such time as the Employee is willing and able to perform the duties of City Administrator, then in that event the City agrees to pay Employee a lump sum cash severance payment equal to three months pay at the Employee's highest rate of pay; provided, however,

that if Employee is convicted of any illegal act involving personal gain to him, then City shall have no obligation to pay the severance pay.

- B. In the event the City, at any time during the employment term, reduces the salary or other financial benefits of Employee in a greater percentage than the applicable across-the-board reduction for all employees, or in the event the City refuses following written notice to comply with any other provision benefiting Employee herein, or Employee resigns following suggestion, whether formal or informal, by the City Council that he resign, then in such events the Employee may, at his option, be deemed terminated at the date of such reduction or such refusal to comply with the meaning and context of the herein severance pay provision.
- C. In the event the Employee voluntarily resigns his position with the City before expiration of said term of employment, then Employee shall give the City four months notice in advance. Failure by the Employee to give proper advance notice shall subject Employee to loss of all accrued vacation and sick leave benefits.

Section 4. Salary: The City agrees to pay the Employee for his services in an amount as set by Council motion and payable in the same installments and in the same manner as other employees are paid. There may be performance evaluations as often as the Council deems appropriate, but there shall be a merit pay increase review at least annually within 30 days of the effective date of this agreement. The City agrees to compensate the Employee with an annual increase for cost of living in at least the same percentage as awarded by the average employee of the City for any fiscal year period.

Section 5. Hours of Work:

- A. It is recognized that the Employee must devote a great deal of time outside normal office hours to the business of the City. Work in excess of the average 40-hour week shall be deemed an appropriate professional requirement; however, a reasonable accounting and an allowance for like time off at the discretion of the Mayor, as the Employee's immediate supervisor, shall be allowed. Like time off during normal working hours may be deemed appropriate with the approval of the Mayor.

Section 6. Automobile Expenses: The Employee's duties require the use of an automobile, which the Employee shall provide, and for which the Employee shall be responsible for paying the insurance and operating costs. The Employee shall be compensated by the City for these automotive expenses at the same rate as other City employees under comparable circumstances, but no less than at the rate of \$.15 per mile when using his own vehicle and his own gasoline or no less than \$.11 per mile when using his own vehicle and City gasoline. The mileage, purpose of travel, and date of travel shall be totaled and submitted monthly by the Employee to the City Recorder for recording and reimbursement of these expenses.

Section 7. Membership and General Expenses:

- A. The City agrees to budget and to pay the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national and local professional management associations. The travel and registration expenses necessary to continue the professional development of the employee, such as short courses, seminars, and conferences, the City also agrees to pay. Such conferences shall include the International City Management Association conferences.

- B. The City recognizes that certain expenses of a non-personal and generally job affiliated nature are incurred by Employee on behalf of the City and hereby agrees to reimburse or pay said general expenses on a monthly reimbursement basis and the City Recorder is hereby authorized to disburse such monies upon receipt of statements or personal affidavits. Any monthly reimbursements for expenditures of this nature in excess of \$50 per month are to be approved by the Mayor prior to payment by the City Recorder.
- C. The City recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations as approved by the Mayor for which the City shall pay all expenses. Employee shall report to the City on each membership that he has taken out at City expense.

Section 8. Vacation, Sick and Military Leave:

- A. As an inducement to the Employee to remain as City Administrator of the City, the Employee shall accrue vacation at the rate of four weeks per year and shall accrue sick leave at the same rate as other general employees of the City.
- B. Employee shall be entitled to military reserve leave time, pursuant to State law and existing City policy.

Section 9. Disability, Health and Life Insurance:

- A. The City agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical, and dependents' coverage group insurance, covering the employee and his dependents, which policies shall be equivalent to those covering other City employees.
- B. The City agrees to purchase and to pay the required premiums on whole life insurance policies, equal in amount to two times the annual gross salary of the Employee with the Beneficiary named by Employee to receive one-half of any benefits paid and the City the other one-half.
- C. City agrees to provide hospitalization, surgical, and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to the maximum which is provided other City employees.
- D. The City shall provide travel insurance for Employee while he is traveling on City business, with the Employee to name the beneficiary thereof.

Section 10. Retirement: Employee shall be covered under the normal City retirement system as are other City employees.

Section 11. Other Terms and Conditions of Employment:

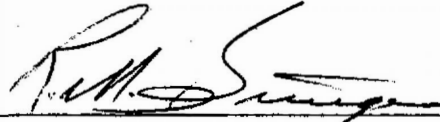
- A. The City Council shall fix any other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, providing such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law. This shall not exclude the ability of the City and the Employee to mutually amend or adjust the terms of this contract.

- B. All provisions of the City Charter and Code, and regulations of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereinafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically to the benefit of Employee, except as herein provided.
- C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded Department Heads, including provisions governing accrual and payment therefore on termination of employment.

Section 12. General Provisions:

- A. The text herein shall constitute the entire agreement between the parties unless specifically amended by both parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective as of January 1, 1979 and remain in effect through December 31, 1980.
- D. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable and shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Troutdale has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.



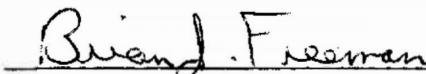
Robert M. Sturges, Mayor

ATTEST:



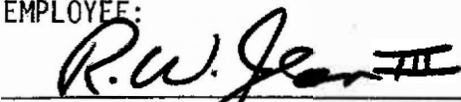
Jerri L. Widner  
City Recorder/Finance Director

APPROVED AS TO FORM:



Brian Freeman  
City Attorney

EMPLOYEE:



Robert W. Jean, III