

## **RESOLUTION NO. 2033**

### **A RESOLUTION TO APPOINT RONALD A. GARZINI AS TROUTDALE CITY ADMINISTRATOR, AND APPROVE AN EMPLOYMENT AGREEMENT ESTABLISHING THE TERMS AND CONDITIONS OF HIS EMPLOYMENT.**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. On January 15, 2010 City Administrator Dave Nelson announced his resignation effective March 5, 2010.
2. The Council and the City Management Team began a search for an interim City Administrator, conducting interviews February 2, 2010
3. Subject to the successful negotiation of an employment agreement, the Council selected Mr. Ronald A. Garzini of Redmond, Oregon to serve as Troutdale City Administrator.
4. The Council is both authorized and responsible under the Troutdale Municipal Code Section 2.04.010.A to appoint the City Administrator.

#### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:**

Section 1. According to Section 2.04.010.A of the Troutdale Municipal Code Ronald A. Garzini is hereby appointed as Troutdale City Administrator effective March 1, 2010.

Section 2. The attached Employment Agreement with Mr. Garzini is hereby approved, and the Mayor and Finance Director are directed and authorized to sign the Employment Agreement.

Section 3. This Resolution shall be effective upon adoption.

**YEAS: 6**  
**NAYS: 0**  
**ABSTAINED: 0**

Jim Kight  
Jim Kight, Mayor  
February 25, 2010  
Date

Debbie Stickney  
Debbie Stickney, City Recorder  
Adopted: February 23, 2010

**CITY OF TROUTDALE  
INTERIM CITY ADMINISTRATOR  
TEMPORARY FULL TIME EMPLOYEE  
EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into this 23 day of February 2010, by and between the City of Troutdale, State of Oregon, a municipal corporation, hereinafter called "City", and Ronald A. Garzini, hereinafter called "Administrator".

**WITNESSETH**

**RECITALS:**

**WHEREAS**, City desires to employ the services of Administrator as City Administrator of the City of Troutdale, as provided by Section 21 of the 1994 Troutdale Charter and Chapter 2.04 of the Troutdale Municipal Code; and

**WHEREAS**, it is the desire of the Mayor and City Council, the governing body of Troutdale, to provide certain benefits, establish certain conditions of employment and to set working conditions of said Administrator; and

**WHEREAS**, it is the desire of the Council to (1) retain the services of Administrator as a Temporary Full Time Employee, and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Administrator's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Administrator, and (4) to provide a just means for terminating Administrator's services at such time as Administrator may be unable fully to discharge the duties of such position due to disability or when City may otherwise desire to terminate services of Administrator;

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

**SECTION 1. DUTIES**

A. City hereby agrees to employ Administrator as City Administrator of Troutdale to perform the functions and duties specified in Section 21 of the 1994 Troutdale Charter and Chapter 2.04 of the Troutdale Municipal Code, and to perform other duties and functions as the Council shall from time to time assign.

B. Administrator shall devote suitable time, attention and energies to the City's business and shall not, during the term of this Agreement, be engaged in any other activities for remuneration nor accept remuneration for city management services from any source other than City without prior approval of the Council.

C. City and Administrator recognize the role of the Council as the elected policy making body for the City and the role of the Administrator as responsible for the administration of policy. City, by and through its Council, hereby agrees to the principle of noninterference in the administration as necessary to the orderly and efficient implementation of Council policy and agrees to direct concerns and communications to the administration through the Administrator. Administrator agrees to respond to all inquiries from the

Council whether made individually or collectively in a reasonable timeframe and manner. Both parties recognize the auditing and supervisory role of the Council and the requirement of the Council that it implement overriding state law or Charter provisions and agree that these activities do not violate the principle of non-interference. Moreover, the parties agree that public comment or inquiries by members of the Council are part of the democratic process and do not violate such principles.

## **SECTION 2. TERM**

A. This Agreement shall be effective as of March 1, 2010, and shall continue in effect until August 31, 2010, unless terminated pursuant to this section, or Sections 3 or 4. The term may be modified by written mutual consent.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate services of Administrator at any time, subject only to the provisions set forth in Sections 2, 3 and 4 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Administrator to resign at any time from the position of Administrator.

D. Administrator may terminate this Agreement without cause upon giving thirty (30) days written notice. City may terminate Administrator's services upon lesser notice, but will be responsible for continuation of salary and other benefits for a sixty (60) day period, in addition to any severance pay that might be owed under Section 4.

## **SECTION 3. SUSPENSION**

Section 3 not applicable to this interim administrator role.

## **SECTION 4. TERMINATION AND SEVERANCE PAY**

A. In the event the employment of Administrator is terminated by the City with or without cause City agrees to pay Administrator a lump sum cash payment equal to two (2) months at Administrator's pay rate at that time. Acceptance of this severance pay shall constitute a complete waiver of all claims of any type or nature, whether known or unknown, against City, its officers, agents and employees. If the Administrator resigns following a formal or informal suggestion of the City Council that he resign, or the Administrator becomes disabled as defined in Section 5 of the Agreement, the employment of the Administrator shall be deemed to be terminated without cause under this Section.

B. In the event Administrator voluntarily resigns the position of City Administrator before expiration of the term of employment, Administrator shall give City thirty (30) days notice in advance, unless the parties otherwise agree in writing, and Administrator shall not be entitled to the lump sum cash payment equal to two (2) months pay under Section 4.A above.

## **SECTION 5. DISABILITY**

If Administrator is permanently disabled or is otherwise unable to perform the duties of Administrator because of sickness, accident, injury, mental incapacity or health for a period in excess of either four (4) successive weeks, or of twenty (20) working days over a thirty (30) working day period, City may terminate this Agreement, subject to the lump sum cash payment requirements of Section 4A.

**SECTION 6. SALARY**

City agrees to pay Administrator for services rendered under this Agreement \$4,332.00 per bi-weekly pay period during the term of this agreement, at the same time, frequency, manner and procedure as other employees of the City are paid.

**SECTION 7. PERFORMANCE EVALUATION**

Section 7 not applicable to this interim administrator role.

**SECTION 8. HOURS OF WORK**

Because Administrator will devote a great deal of time outside normal office hours to business of the City, flexibility in hours worked and work schedule benefit both City and Administrator. Work in excess of an average of forty (40) hour week shall be deemed part of the professional responsibility for which Administrator shall not be paid overtime. Administrator shall be permitted to exercise flexibility in taking time off during normal business hours to balance out his excess hours. Administrator has sole discretion as to work schedule and hours worked.

**SECTION 9. OUTSIDE ACTIVITIES**

Administrator shall not spend more than four (4) hours per week in teaching, counseling or other non-City connected business activities, whether paid or unpaid, without prior approval of the Council.

**SECTION 10. VACATION LEAVE & HOLIDAY PAY**

Administrator shall accrue one day of vacation leave per month worked during his term of employment. Administrator shall receive holiday pay for standard City holidays observed during the term of his employment.

**SECTION 11. DISABILITY, HEALTH AND LIFE INSURANCE**

During the term of this Agreement, the Administrator shall be designated as Temporary Full Time Employee and not eligible for City provided benefit programs, including but not limited to, for insurance policies for life, dental, disability income benefits, major medical and dependent's coverage group insurance covering Administrator and dependents of Administrator, which policies are under the group programs offered by the City for Management, Supervisory and Confidential Employees.

**SECTION 12. RETIREMENT**

During the term of this Agreement, the Administrator shall be designated as Temporary Full Time Employee and not eligible for participation in the State Public Employees Retirement System (PERS).

**SECTION 13. DUES AND SUBSCRIPTIONS**

Section 13 not applicable to this interim administrator role.

**SECTION 14. PROFESSIONAL DEVELOPMENT**

A. Subject to budgetary limitations, City hereby agrees to budget for and to pay travel and subsistence expenses of Administrator for professional and official travel, meetings and occasions adequate to continue professional development of Administrator and to adequately pursue necessary official and other functions for City, including, but not limited to, the League of Oregon Cities and such other national, regional, state and local governmental groups and committees.

**SECTION 15. EXPENSES**

A. **General:** City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Administrator, and hereby agrees to reimburse or to pay said general expenses and the Finance Director is hereby authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavit. City reserves the right to audit and disallow any expense if it determines the expense is not of a job-affiliated nature. City shall pay Administrator mileage allowance expenses for automobile travel related to City business. The payment shall be at the rate established by the United States Internal Revenue Service for business expense deductions.

B. **Interim:** City recognizes that certain expenses associated with the interim status of the assignment are incurred by Administrator, and hereby agrees to reimburse or to pay said general expenses and the Finance Director is hereby authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavit. City reserves the right to audit and disallow any expense if it determines the expense is not of a job-affiliated nature. These expenses will include 50% of the Administrator's existing personal cellular phone monthly service cost, monthly housing costs. These reimbursements for interim expenses shall be limited to \$1,500 the first month, and \$1,000 each month thereafter during the term of the agreement. In the event Administrator is terminated by the City without cause, Administrator shall be entitled to receive two (2) months of interim expense reimbursements as provided in this Section.

**SECTION 16. CIVIC CLUB MEMBERSHIP**

Section 16 not applicable to this interim administrator role.

**SECTION 17. INDEMNIFICATION**

Subject to ORS 30.260 to 30.300, City shall defend, save harmless and indemnify Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Administrator's duties as Administrator. Subject to ORS 30.260 to 30.300, City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

**SECTION 18. BONDING**

City shall bear full cost of any fidelity or other bonds required of Administrator under any law or ordinance.

**SECTION 19. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The Council, in consultation with the Administrator, shall fix any other such terms and conditions of employment as may be determined from time to time, relating to the performance of Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the 1994 Troutdale Charter, or any other law.

B. All provisions of the 1994 Troutdale Charter, and Troutdale Municipal Code, and regulations and rules of 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 hereafter may be amended, also shall apply to Administrator as they would to other Managers of the City, except to the extent that such policies, procedures and benefits are inconsistent with or different than provisions of this Agreement, in which case the provisions of this Agreement shall prevail.

C. The Administrator and City mutually agree that the Administrator shall be a Temporary Full Time Employee.

## **SECTION 20. NO REDUCTION OF BENEFITS**

City shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Administrator.

## **SECTION 21. MISCELLANEOUS PROVISIONS**

A. Waiver by the City of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach nor a waiver of this provision.

B. No amendment or variation of this Agreement is valid unless it is in writing and signed by the parties.

C. Should any portion of this Agreement be held unenforceable and inoperative for any reason, it does not affect any other part of this Agreement, and the remainder of the Agreement shall remain effective.

D. This Agreement is the entire agreement between the parties.

E. The laws of the State of Oregon shall be used to interpret this Agreement.

## **SECTION 22. NOTICES**

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

(1) City: City of Troutdale  
Attention: Debbie Stickney, City Recorder  
Troutdale City Hall  
104 SE Kibling Avenue  
Troutdale, OR 97060 - 2099

With Copy to: David J. Ross, City Attorney  
City of Troutdale  
104 SE Kibling Ave.

Troutdale, OR 97060 - 2099

- (2) Administrator: Ronald A. Garzini  
104 SE Kibling Avenue  
Troutdale, OR 97060

Alternatively, notices 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 of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Names and addresses of persons or entities to be given notices may be changed upon written notice to the other party.

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

**CITY OF TROUTDALE**

  
Jim Kight, Mayor

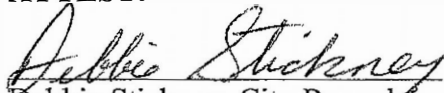
and,

  
Erich Mueller, Finance Director & Acting Personnel Officer

**ADMINISTRATOR**

  
Ronald A. Garzini

**ATTEST:**

  
Debbie Stickney, City Recorder