

RESOLUTION NO. 107

RELATING TO THE EMPLOYMENT CONTRACT OF THE CITY ADMINISTRATOR.

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

WHEREAS, the City of Troutdale and Robert William Jean III each desire to enter into an employment agreement setting forth the general conditions of employment,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE that the City of Troutdale enter into an employment agreement with Robert William Jean III in the form as attached hereto, marked Exhibit "A" and made a part of this Resolution as though fully set forth herein.

ADOPTED BY THE COUNCIL this 13th day of April, 1976.

YEAS: 5

NAYS: 0



R. M. STURGES, Mayor

ATTESTED BY:



Betty J. Bergstrom Recorder

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of March, 1976, by and between the City of Troutdale, State of Oregon, a municipal corporation hereinafter called the "City," as party of the first part, and Robert William Jean III-----hereinafter called "Employee," as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of said Robert W. Jean III as City Administrator of the City of Troutdale as provided by Section 11, City Charter.

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring employee'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 the employee, and (4) to provide a just means for terminating employee's services at such time as he may be unable fully to discharge his duties due to age or disability or when City may desire to otherwise terminate his employ; and

WHEREAS, Employee desires to accept employment as City Administrator of said City;

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

Section 1. Duties

City hereby agrees to employ said Robert W. Jean III (name) as City Administrator of said City to perform the functions and duties specified in said Section 11-----of the City Charter and by said job description of the City's administrative policies and procedures and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

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 Section 3, paragraphs A and B, of 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 provision set forth in Section 3, paragraph C, of this agreement.

C. Employee agrees to remain in the exclusive employ of City until March 31, 1978 and neither to accept, nor to become employed by any other employer until said termination date, unless said termination date is effected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on employee's time off.

D. In the event written notice is not given by either party to this contract to the other 90 days prior to the termination date as hereinabove provided, this contract shall be extended on the same terms and conditions as herein provided, all for an additional period of two years. Said contract shall continue thereafter for two-year periods unless 90 days written notice is given prior to time of expiration.

Section 3. Termination and Severance Pay

A. In the event Employee is terminated by the City Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform the duties of City Manager, then in that event the City agrees to pay Employee a lump sum cash payment equal to the Employee's highest three months' aggregate salary; provided, however, that in the event Employee is terminated because of his conviction of any illegal act involving personal gain to him, then, in that event, City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

"A"

This section shall take full effect upon completion of the six months probationary period. If the Employee is terminated during the probationary period, a one month severance pay shall be granted.

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 an applicable across-the-board reduction for all City employees, or in the event the City refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Council that he resign, then, in that event, Employee may at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.

C. In the event Employee voluntarily resigns his position with the City before expiration of the aforesaid term of employment, then Employee shall give the City three months notice in advance.

Section 4. Salary

City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$15,000, payable in installments at the same time as other employees of the City are paid. Upon completion of the six months probationary period, a progress review shall be conducted and, if the Employee is continued, a step increase of five percent shall be awarded to the Employee.

The City agrees to compensate the Employee for "cost-of-living" increases in the same manner as other employees.

Section 5. Hours of Work

A. It is recognized that Employee must devote a great deal of his time outside normal office hours to business of the City, and to that end Employee will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours. In the event that the Employee is terminated, any accrued compensatory time shall be paid as overtime at one and a half times the Employee's hourly rate.

B. Employee shall not spend more than 10 hours per week in teaching, consulting, or other noncity-connected business without the express prior approval of the Council.

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 insurance and operating costs. The Employee shall be compensated by the City for these automobile expenses at the rate of fifteen cents (15¢) per mile. The mileage, purpose of travel and date of travel shall be totalled and submitted monthly by the Employee to the City Recorder for reimbursement of said costs.

Section 7. Membership and general expenses

A. The City agrees to budget and to pay: the professional dues and subscriptions of Employee necessary for his continuation and full participation in national and local associations; the travel and registration expenses necessary to continue the professional development of the Employee, such as short courses, seminars and conferences.

B. City recognizes that certain expenses of a nonpersonal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, up to an amount not to exceed \$50 per month, and the Finance Director is hereby authorized to disburse such monies upon receipts, statements, or personal affidavits.

C. 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 organization, as approved by the Mayor for which 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 Employee for him to become City Administrator of City, at signature hereof Employee shall be credited with ten days of vacation leave and twelve days of sick leave. Thereafter Employee shall accrue, and have credited to his personal account, vacation and sick leave at the same rate as other general employees of 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. 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 dependent's coverage group insurance covering Employee and his dependents, which policies are under the auspices of the International City Management Association.

B. 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 Employee, with the beneficiary named by Employee to receive one-half of any benefits paid, 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 Employee to name beneficiary thereof.

Section 10. Retirement

Employee shall be covered under the normal City retirement system as other city employees. This section shall take effect upon completion of the six month probationary period.

Section 11. Other terms and Conditions of Employment

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter, or any other law.

B. All provisions of the City Charter and 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 Employee as they would to other employees of City, in addition to said benefits enumerated specifically for 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 therefor on termination of employment.

Section 12. General Provisions

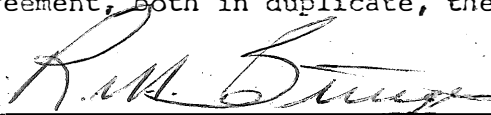
A. The text herein shall constitute the entire agreement between the parties.

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 March 29, 1976.

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, 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.



MAYOR OF THE CITY OF TROUTDALE
Robert M. Sturges
STATE OF OREGON

ATTEST:

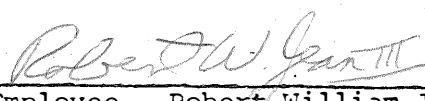


City Recorder, Betty J. Bergstrom

(seal)

APPROVED AS TO FORM:

City Attorney, Brian Freeman



Employee, Robert William Jean III