

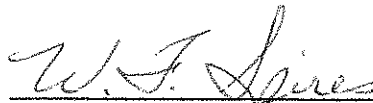
A RESOLUTION AUTHORIZING THE MAYOR)
TO ENTER INTO AN AGREEMENT WITH)
THE CITY ADMINISTRATOR.)

RESOLUTION NO. 20
for 1978

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON
AS FOLLOWS:

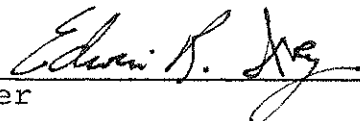
Section 1. That the Mayor of the City of Lebanon is hereby authorized and directed to enter into an agreement on behalf of the Common Council with Edwin R. Ivey, City Administrator, as Employee for the purpose of providing certain benefits, establishing conditions of employment and setting working conditions of said Employee. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this 15th day of March, 1978.



Mayor

ATTEST:



Recorder

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of March, 1978, by and between the City of Lebanon, State of Oregon, a municipal corporation, hereinafter called the "City," as party of the first party, and EDWIN R. IVEY, hereinafter called "Employee," as party of the second part, both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, the City desires to employ the services of said Edwin R. Ivey, as City Administrator of the City of Lebanon as provided in Ordinance No. 1497; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish 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 Edwin R. Ivey as City Administrator of said City to perform the functions and duties specified in Ordinance No. 1497 of the said City, 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 January 1, 1980 and neither to seek, to accept, nor to become employed by any other employer until said termination date, unless said termination date is affected 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 six (6) months 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 (2) years. Said contract shall continue thereafter for two-year

periods unless six (6) months 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 Administrator, then in that event the City agrees to pay Employee a lump sum cash payment equal to six (6) 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.

(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 (3) months notice in advance, or such advance notice may be as otherwise mutually agreed upon. In case of such voluntary resignation, the City shall have no obligation to pay the severance pay referred to in paragraph (A) above.

Section 4. Salary:

City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$20,940, payable in installments at the same time as other employees of the City are paid.

In addition, City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such an extent as the City Council may determine that it is desirable to do so on the basis of an annual salary review of said employee made at the same time as similar consideration is given other employees generally.

Section 5. Automobile:

The City herein agrees to provide Employee a monthly car allowance of at least \$150.

Section 6. Dues and Subscriptions:

City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City.

Section 7. Professional Development:

(A) City hereby agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for City, including but not limited to the Annual Conference of the International City Management Association, the State League of Municipalities and such other national, regional, state, and local government groups and committees thereof which Employee serves as a member. The travel expenses to be paid in

accordance with this section shall only apply to travel in excess of one hundred (100) miles beyond the City Limits of Lebanon.

(B) City also agrees to budget and to pay for the travel and subsistence expense of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City.

Section 8. General Expenses:

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 actual general expenses, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 9. Medical Examination:

Employee does hereby agree to have a comprehensive medical examination once each year. A statement certifying to the physical competency of the Employee shall be filed with the Council and treated as confidential information by the Council. All expenses incurred for health examination shall be paid by City.

Section 10. 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 Ordinances, 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 11. General Provisions:

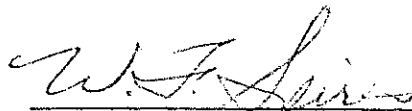
(A) The text herein shall constitute the entire agreement between the parties.

(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 commencing March 15, 1978.

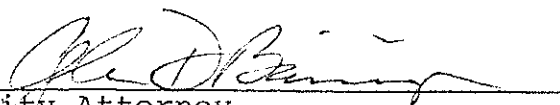
(D) If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

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



W. F. Spires, Mayor

APPROVED AS TO FORM:



City Attorney



Edwin R. Ivey, Employee