

ORDINANCE NO. 1555

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN EMPLOYMENT CONTRACT BETWEEN THE CITY OF CANBY AND CHIEF JORGE TRO.

WHEREAS, the City of Canby has employed Jorge Tro as Chief of Police since April 1, 2021; and

WHEREAS, Jorge Tro has been and continues to be in good standing with the City of Canby for over 25 years; and

WHEREAS, Jorge Tro wants to officially retire in the Oregon PERS system as of July 1, 2021; and

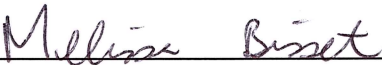
WHEREAS, the City of Canby would like Jorge Tro to work back as Chief of Police until at least December 31, 2024 under current PERS rules;

NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The Interim City Administrator is hereby authorized on behalf of the City to enter into an Employment Contract Agreement with Jorge Tro to continue as Chief of Police for the City. A copy of the Agreement is attached hereto as Exhibit "A."

Section 2. The effective date of this Ordinance shall be June 19, 2021.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 5, 2021, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 19, 2021, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.



Melissa Bisset
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 19th day of May 2021, by the following vote:

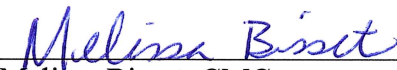
YEAS 5

NAYS 0



Brian Hodson
Mayor

ATTEST:



Melissa Bisset, CMC
City Recorder

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 5th day of May, 2021 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1555 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 10th day of May, 2021, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building – Front Doors
- 2. Canby Post Office
- 3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 19th day of May, 2021.

Melissa Bisset
Melissa Bisset, City Recorder

Subscribed and sworn to before me this 12th day of May, 2021.

Erin Elizabeth Burckhard
Notary Public for Oregon
My Commission Expires: June 19, 2023

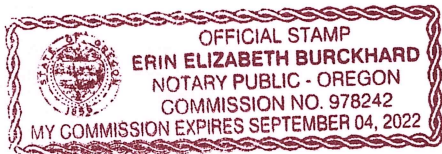


Exhibit A

Contract / Agreement for Employment between the City of Canby and Jorge Tro

This Agreement for employment is entered into between the City of Canby, Oregon, an Oregon municipal corporation (City), and Jorge Tro.

RECITALS

- A. Jorge Tro is presently employed with the City as a regular, full-time Chief of Police.
- B. Jorge Tro has indicated his intent to retire from employment with the City effective July 1, 2021, or sometime close thereafter.
- C. Jorge Tro desires to return to employment with the City after retirement as a contract employee, and the City is willing to allow Jorge Tro to return to employment as provided in this agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing and the mutual covenants and obligations set forth in this Agreement, it is hereby agreed to as follows:

1. Upon his retirement from employment with the City (currently aiming to be effective July 1, 2021), the City agrees to employ Jorge Tro and Jorge Tro agrees to work for the City in the same position, retaining his appointment as Chief of Police, with the same duties as that position in which he was employed at the time of his retirement, and shall perform such other duties as may, from time to time, be assigned. Jorge Tro will retain his current level of seniority and the same date of appointment (April 1, 2021). No probationary period will apply.
2. The term of this Agreement is currently intended to be for 3 years, 6 months, beginning July 1, 2021, and ending December 31, 2024; however, if Oregon laws regarding PERS police retirees extend the term of eligibility for such employment, the City will offer an extension to this contract. At the time of any such extension, the parties will mutually agree to an extended period in writing. During the term of his employment, Jorge Tro will serve "at will" and either party may terminate this agreement at any time. If Jorge Tro resigns or the City elects to terminate this agreement, at least thirty (30) days' notice will be given to the other party. In the event of termination for cause, crime, or indictment, this notice will not apply.
3. In the event employment is terminated during such time that Jorge Tro is willing and able to perform the duties under this Agreement, the City shall pay Jorge Tro a lump sum cash amount equal to four (4) months aggregate base salary, including the cost of individual health coverage over that time. In the event Jorge Tro's employment is terminated for just cause, because of an indictment for an illegal act, or convicted of a crime involving moral turpitude, the City shall have the right to terminate Jorge Tro's employment and


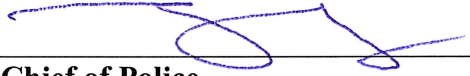
this Agreement immediately without the obligation to pay any severance pay as designated in this paragraph. Provided, that after Indictment for an illegal act, Jorge Tro is acquitted of all charges or if all charges are dismissed with prejudice within six (6) months of the Indictment, the City shall pay the severance amount to Jorge Tro. Severance amounts shall be paid within thirty (30) days of the date of termination, unless mutually agreed upon in writing.

4. At the commencement of his employment under this agreement, Jorge Tro will receive a bi-weekly gross salary equal to his salary at the time of his retirement (and will be subject to regular withholding and payroll taxes). In addition, Jorge Tro will receive the same merit increases, incentives and annual cost of living adjustments as all City of Canby, non-represented employees. Jorge Tro may work a Monday through Friday schedule, a 5/8 or 4/10 forty (40) hours work week, subject to approval by the City Administrator.
5. Jorge Tro will also be entitled to the following benefits:
 - a. Jorge Tro will be compensated with the current accrued Administrative (fifty-five (55) hours) and Personal Leave (eight (8) hours) and will be entitled to be paid/credited for any unused Vacation, Administrative, and Personal Leave upon termination of his employment, as allowed by the City's Policy. Jorge Tro will retain his current rate of accrual for any/all Administrative and Personal Leave as allowed by City Policy.
 - b. Jorge Tro will start with 80 hours of accrued Vacation Leave and will be entitled to be paid/credited for any unused Vacation Leave upon termination of his employment. Tro can use but not cash out his gifted bank of 80 hours of Vacation Leave until he has successfully completed one year under this contract. Otherwise, the selling back of time will be as allowed by the City's Policy for non-represented management employees. Jorge Tro will retain his current rate of accrual for any/all Vacation Leave.
 - c. Jorge Tro will start with 80 hours of accrued Sick Leave and will be immediately entitled to use this according to City Policy without any waiting period. Jorge Tro will retain his current rate of accrual for any/all Sick Leave. As a contract employee, Tro will not be able to cash out or sale any unused Sick Leave.
6. The City agrees to provide Jorge Tro the same coverage and pay the same premium rate/schedule portion for the City's health, dental and vision insurance, life insurance and long term disability plan as provided for regular, full-time, non-representative, management employees (as that in which he was employed at the time of his retirement).
7. The City and Jorge Tro acknowledge that Jorge Tro will be a retired public employee receiving benefits under the Oregon Public Employee Retirement System (PERS), and is subject to the laws, rules and regulations governing employment of PERS police officer retirees.

8. Jorge Tro will, at all times during his employment under this agreement, meet and maintain compliance with all fitness standards required by the City for the position in which he is employed.
9. This is a Contract Agreement for employment under and subject to the City's Policy and Procedures, other than those exceptions noted in this Agreement, and Jorge Tro is subject to those policies and procedure and to the Canby Police Department's Policies and Procedures; to include any amendments that may occur from time to time.
10. Integration: This Agreement supersedes and incorporates all prior agreements between the parties and constitutes the entire agreement between the parties. No other agreement, promise or understanding between the parties that is not set forth herein shall be binding or enforceable.

This Contract / Agreement is effective July 1, 2021.

As representative witnesses with the City of Canby, Oregon, the following individuals have executed this Agreement:

By:	 _____	 _____
	City Administrator Scott Archer	Chief of Police Jorge Tro
Date:	<u>5/26/21</u>	Date: <u>5/21/21</u>

