

City of Sherwood, Oregon

Resolution No. 95-614

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH LARRY D. COLE TO SERVE AS CITY MANAGER PRO-TEM, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the current City Manager Rapp has resigned effective July 5, 1995; and,

WHEREAS, it is necessary to have a replacement to fill the position vacated by Mr. Rapp; and

WHEREAS, Larry D. Cole is available and agrees to fill the position of City Manager on a temporary basis,

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That the Sherwood City Council authorizes Mayor Walter Hitchcock to enter into an agreement with Larry D. Cole to fill the position of City Manager Pro-Tem effective July 2, 1995, in accordance with the terms and conditions in the attached Letter of Agreement; and, furthermore that Mr. Cole shall be Manger Trainee under the direction of the current City Manager between June 19 and June 30, 1995.

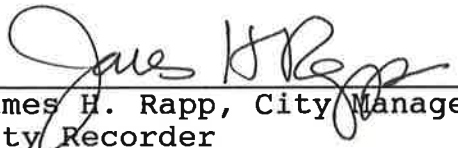
2. That the current City Manager's last day of employment shall be July 1, 1995, provided that all other terms of his resignation agreement, including pay through July 5, 1995, shall remain unchanged.

Duly passed and made effective by the Sherwood City Council this 13th day of June 1995.



Walter Hitchcock, Mayor

ATTEST:



James H. Rapp, City Manager/
City Recorder

Larry D. Cole

11650 SW Clifford Street, Beaverton, OR 97008-5879; Phone (503) 644-7573

June 13, 1995

Mayor and City Council
City of Sherwood
90 NW Park Street
Sherwood, Oregon 97140

RE: Letter of Agreement for Employment as City Manager Pro-Tem

Dear Mayor Hitchcock and City Council Members:

This is to confirm my employment agreement with the City of Sherwood. This agreement is between the City of Sherwood, Oregon, and Larry D. Cole (Employee). It is mutually agreed that:

Terms and Conditions of Employment:

The Council and Employee agree that Employee serves at-will and solely at the pleasure of the City Council.

Duties and Hours of Work:

The City of Sherwood agrees to employ Larry D. Cole as the City Manager Pro Tem. Employee shall perform duties and responsibilities as specified by State law, ordinance and code, and any other such lawful duties as the City Council may assign or deem necessary, and in accordance with Sections 4.3 and 4.4 of the City Charter, enclosed as Attachment A.

Compensation and Benefits:

The City of Sherwood agrees to pay Employee a salary of \$4,500 per month. Compensation shall be paid in installments as the other City employees, but not less than monthly.

The City of Sherwood agrees to provide normal benefits provided other employees, including life, health, dental and vision insurance; retirement benefits; membership in the International City Managers Association, and one out-of-state conference of Employee's choice, subject to Council and budget approval.

General Expenses:

The City of Sherwood recognizes that certain job-related expenses will be incurred by the Employee while on City business. The City agrees to reimburse the Employee for such expenses as are reasonable and necessary to conduct City business as permitted by statute, City policy and budget.

Termination of Agreement:

The City Council shall retain the right to terminate this agreement at will without cause by giving 30 day's advance written notice to Employee and allowing the Employee to continue in his duties at full pay and benefits. The Employee shall retain the right to terminate this agreement by providing 30 day's advance written notice to the Mayor and/or City Council.


General Provisions:

This agreement constitutes the entire agreement between the City and Employee, including Attachment A, Sections 4.3 and 4.4 of the City Charter. This agreement shall become effective on June 19, 1995, and remains in effect until terminated by either party.

APPROVED THIS 13TH DAY OF JUNE 1995 BY:

CITY OF SHERWOOD

EMPLOYEE



Walter Hitchcock, Mayor



Larry D. Cole

Attachment A
Excerpt from City of
Sherwood, Oregon Charter

Section 4.3 City Manager: Pro Tem. The City Manager Pro Tem shall perform the duties of City Manager, but may appoint or dismiss a department head only with the approval of the Council. The term of office of the City Manager Pro Tem ends when the City Manager returns to the City or takes office.

Section 4.4 City Manager: Powers and Duties. The City Manager shall be the chief executive officer of the City government and shall be responsible to the Council for the proper performance of his or her duties. The City Manager shall:

(a) Supervise and control all administrative and business affairs of the City;

(b) Enforce all ordinances;

(c) See that the provisions of all franchises, contracts, leases, permits and privileges granted by the City are fully observed and enforced;

(d) Except for municipal court judges, generally supervise and control all employees of the City including, but not limited to employing, disciplining and discharging employees, assigning duties and accounting for performances as prescribed by ordinance;

(e) Organize, disband or reorganize departments;

(f) Prepare the annual budget;

(g) Make all purchases;

(h) Execute all contracts with Council approval;

(i) Prepare and furnish reports requested by the Council;

(j) Devote full time to the office of the City Manager, and

(k) Perform other duties as the Council directs.