

RESOLUTION NO. 54

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, APPROVING CITY MANAGER EMPLOYMENT
AGREEMENT.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:**

Section 1. Approval. The City Council hereby approves the City Manager Employment Agreement with Robert W. Jean retroactive to August 31, 1995.

Section 2. Term of Agreement. This agreement shall remain in effect until termination is initiated by either the City Council of the City of University Place or by Robert W. Jean.

Section 3. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

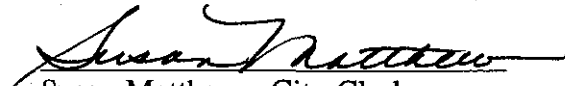
Section 4. Effective Date. This resolution shall take effect immediately upon signing.

ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 6, 1995.



Mayor Stanley L. K. Flemming

ATTEST:



Susan Matthew, City Clerk

CITY OF UNIVERSITY PLACE CITY MANAGER EMPLOYMENT AGREEMENT

This agreement is between the City of University Place, Washington (City), and Robert W. Jean (Employee). It is mutually agreed that:

- A. The City Council wishes to employ Robert W. Jean as City Manager;
- B. The City Council and Robert W. Jean desire to define the terms and conditions of such employment to protect the interests of both the City and the Employee.
- C. The City Council wishes to (1) induce Employee to serve in such position, (2) enhance work productivity by protecting Employee's morale and peace of mind, and (3) provide a fair method of terminating Employee's services in a professional and businesslike manner, should this be in the City's best interests.

1. Terms and Conditions of Employment:

The Council and Employee agree that the Employee serves at-will, solely at the pleasure of the City Council, per the terms of this agreement. Employee agrees to devote his services to the City retroactive to and effective August 31, 1995. Any contract extension or modification shall be in writing, approved by the City Council and the Employee.

2. Duties:

City Council agrees to employ Robert W. Jean as City Manager of the City to perform the functions and duties specified for the position by ordinance and laws of the State of Washington and to perform other duties assigned by the City Council. The Council acknowledges the principles and laws under a Council/Manager form of government. The Council agrees to direct its concerns and requests for action to Employee. The Manager shall be permitted to attend all meetings of the Council, regular and executive. The City Manager recognizes that the City Council is the policy making body of the City and agrees to respond promptly and equally to all members of the Council regarding their concerns.

3. Hours of Work:

Employee agrees to devote his full time to this position and since Employee must devote considerable time outside normal office hours, the City agrees that Employee will be allowed to take some occasional time off during work day, in a manner not disruptive to City needs. Absences of a work day or longer in one-day increments shall be charged as Employee leave.

Absences of longer than three consecutive work days must be approved by the Mayor, and shall be charged to an Employee leave account. In absences longer than three work days, Employee shall designate an appropriate Director to assume all duties of the Manager on an acting basis.

4. Compliance With Laws:

In performing the services contemplated by this Agreement, the Employee shall faithfully observe and comply with all federal, state and local laws, ordinances and regulations applicable to the services to be rendered under this agreement. Failure to comply or an omission in compliance shall be brought to Employee's attention with an opportunity to correct.

5. Discrimination Prohibited:

With regard to the work performed by him under this Agreement, the Employee shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of Employees of procurement of materials or supplies.

6. Compensation:

City agrees to pay Employee for his services an annual salary of \$80,004 (\$6,667/MO) in installments at the same time as other City Employees are paid. The pay range through 1996 shall be \$6,667-\$7,100/month. Upon six months satisfactory performance, Employee shall receive a performance and compensation review, conducted by the City Council. For purposes of this agreement, this review shall be conducted prior to February 29, 1996 for a merit pay increase up to 5%. Annual pay and performance reviews shall be conducted thereafter based on Council and Employee goal-setting workshops.

7. Retirement:

City and Employee agree to the participation costs in Washington State Public Employees' Retirement System (PERS I). In lieu of Social Security as per the City's personnel policies, Employee may also opt to put up to 3% or more of monthly earnings and a City contribution of 3.25% into a 401(a) Defined Contribution Plan. City agrees to place an amount equal to 1% of Employee's salary into a 457 Deferred Compensation Plan selected by Employee.

8. Medical/Dental/Vision:

City agrees to contribute not less than \$350/month on Employee's behalf for medical/dental/vision insurance coverage as per other City Employees. Also as per City policy, Employee may allocate any remaining portion of the unused contribution towards Employee's 457 Deferred Compensation Plan.

9. Vacation:

Acknowledging Employee's years of prior City service, City agrees that Employee shall earn 18 days of vacation time annually. Acknowledging Employee's extra effort and service to the City during the Interim, Employee shall be granted a one-time only five day vacation accrual bank.

10. Other Benefits:

City agrees to provide Employee all current and future benefits provided to other management staff as stated in the City Personnel Policy and Procedures unless they are specifically addressed in this agreement, including all City holidays and other fringe benefits. Such benefits are in addition to the other provisions of this Agreement.

11. Automobile/Travel:

Employees' duties require that he have use of an automobile. The Employee shall have a valid driver's license and shall notify the City of any change in his license status (i.e. suspension or revocation). City shall pay the Employee \$250.00 per month for an automobile allowance to cover the costs of travel within the metro area, \$0.14/Mile outside the metro area, while on City business. The travel to and from work shall be at the Employee's expense. Employee agrees that he is responsible for liability, property damage and comprehensive auto insurance, and shall provide proof of such coverage to the City. Employee is responsible for the provision, operation, maintenance, repair and replacement of an automobile.

12. General Expenses:

City recognizes that certain job-related expenses are incurred by the Employee while on City business. City agrees to reimburse the Employee for such expenses as reasonable and necessary to City business as permitted by statute, City policy and budget. The City agrees to pay for professional association dues to ICMA and WCMA, and the cost of the City Manager's attendance at the ICMA Annual Conference and AWC, WCMA, LGPI meetings and conferences as provided in the City's budget.

The City shall provide a laptop computer and software for the Employee's use which shall remain City property. City shall provide and pay for a cellular phone and/or beeper.

13. Covenants and Outside Employment;

The Employee warrants that he has not employed or retained any company or person, other than a bona fide Employee working solely for the City, to solicit or secure this agreement. Notwithstanding the exclusive employment agreement, Employee shall be allowed to conduct occasional teaching or consulting with the City Council's approval if not in conflict with the City's needs or interests.

City agrees to indemnify, insure and hold harmless, including separate legal counsel if the City cannot represent Employee, for any and all civil legal actions brought against Employee arising from the discharge of his duties during his employment as City Manager.

14. Residency and Relocation:

Employee agrees to establish his legal residency in the City not later than six months of hire (NLT 2/29/96). For relocation and moving expenses, City agrees to pay Employee a lump sum amount upon establishment of legal residency of \$1,000 if within 90 days (NLT 11/30/95) or of \$500 if within six months (NLT 2/29/96).

15. Termination and Severance Pay:

City Council shall have the right to terminate Employee at will. If Employee is terminated by the City Council when Employee is willing and able to perform the duties of City Manager, or if the Council otherwise breaches the provisions of this Agreement, the City agrees to pay Employee severance pay equal to three (3) months current salary. If Employee is terminated for cause, the City is not obligated to pay Employee any severance pay, but Employee shall have due process opportunity, protection and rights.

City agrees not to reduce the salary or other financial benefits paid to Employee in a percentage greater than any reduction applicable to all City Employees.

16. Employee Notice:

Employee agrees to give the City a minimum of thirty (30) days written notice prior to a voluntary resignation from the position of City Manager to plan and allow for an orderly transition of City business.

17. General Provisions:

17.1 Entire Agreement and Modifications: This agreement contains all the agreements of the Parties to respect to any matter covered in this Agreement and no prior agreements shall be effective for any purpose.

No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.

17.2 Full Force and Effect: Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

17.3 Successors in Interest: Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

17.4 Attorney Fees: In the event either of the Parties defaults on the performance of any terms of this Agreement, or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each party shall pay all of it's own attorney's fees, costs and expenses. The venue for any dispute related to this agreement shall be Pierce County, Washington.

17.5 Governing Law: This agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

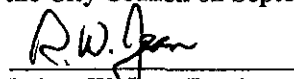
17.6 Equal Opportunity to Draft: The parties have participated in and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

18. Effective Date:


This agreement is retroactive to and effective August 31, 1995 and shall remain in effect until termination is initiated by either party in accordance to the terms of this agreement.

This AGREEMENT was approved by the City Council on September 6, 1995.


Stanley L.K. Flemming, Mayor


Robert W. Jean, Employee


Approved as to Form: Robert Backstein, Interim City Attorney


Attest: Susan Matthew, Interim City Clerk