

**CITY OF ASHLAND  
Employment Agreement**

**DIRECTOR OF INFORMATION TECHNOLOGY/  
CHIEF INFORMATION OFFICER**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of February 2010 by and between the City of Ashland ("City") and Robert Lloyd ("Employee").

**RECITALS:**

- A. City desires to employ the services of Employee as Director of Information Technology (Chief Information Officer) of the City of Ashland; and
- B. It is the desire of the City to establish certain conditions of employment for Employee; and
- C. It is the desire of the City to (1) secure and retain the services of Employee and to provide inducement for Employee 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 Employee; and (4) to provide a just means for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties due to disability or when City may otherwise desire to terminate Employee's services; and
- D. Employee desires to accept employment as Director of Information Technology of the City of Ashland, and to begin his employment on March 15, 2010.

City and Employee agree as follows:

**Section 1. Duties.**

The city hereby agrees to employ Robert Lloyd as the Director of Information Technology of the City to perform the functions and duties specified in City ordinances, and the job description attached as Exhibit A and to perform such other legally and ethically permissible and proper duties and functions as the City Council shall from time to time assign. The Director of Information Technology shall devote full time to the performance of his duties.

**Section 2. Term.**

- A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Mayor, with the consent of the City Council in accordance with the City Charter, from terminating the services of the Director of Information Technology at any time, subject only to the provisions set forth in the section entitled "Severance pay" of this agreement. responsible for Employee's appointment, dismissal, and supervision. Except as specifically provided in this Agreement, Employee shall serve at the pleasure of the City, without any requirement to demonstrate cause for dismissal.
- B. Employee agrees to remain in the employ of City until March 15, 2012, and neither to accept other employment nor to become employed by any other employer until this termination date,

unless the termination date is affected as otherwise provided in this agreement. This provision shall not restrict Employee from using vacation or personal leave for teaching, consulting or other activities provided these activities do not conflict with the regular duties of the Employee and are approved in writing by the City Administrator.

- C. In the event written notice is not given by either party to terminate this agreement at least ninety (90) days prior to the termination date, this agreement shall be extended for successive two-year periods on the same terms and conditions as provided herein.
- D. In the event Employee wishes to voluntarily resign the position during the term of this agreement, Employee shall be required to give the City six weeks written notice of such intention, unless such notice is waived by the City Administrator with the approval of the Mayor and City Council. Employee will cooperate in every way with the smooth and normal transfer to the newly appointed individual.

### **Section 3. Salary.**

Beginning March 15, 2010, City agrees to pay Employee a monthly salary at Step C of the salary schedule (\$8,161) payable at the same time and in the same manner as other employees of the City are paid. The Employee shall be eligible for an increase to step D of the salary schedule (\$8,485) upon completion of a satisfactory evaluation 6 months after start date.

### **Section 4. Performance Evaluation.**

The City Administrator shall review and evaluate the performance of the employee at least once annually.

### **Section 5. Hours of Work.**

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City, and to that end Employee will be allowed to take compensatory time off as Employee shall deem appropriate during normal office hours, so long as the business of the department is not adversely affected. Work in excess of an average of forty (40) hours per week is deemed part of the professional responsibility for which the Employee shall not be paid overtime but for which he shall receive a minimum of five (5) days of administrative leave each year. Employee will receive additional administrative leave if granted by the City Council in the Management Resolution adopted each year.

### **Section 6. Automobile.**

Employee's duties require that Employee shall have the use of a motor vehicle at all times during employment with the City. The City shall provide an automobile allowance of \$350/month for the use of said automobile for travel. Employee shall be responsible for paying for insurance, operation, maintenance and repairs of the vehicle.

### **Section 7. Health, Welfare and Retirement.**

Except as modified by this agreement, Employee shall be entitled to receive the same retirement, vacation and sick leave benefits, holidays, and other fringe benefits and working conditions as they now exist or may be amended in the future, as apply to any other department head, as spelled out in the City's Management Resolution in addition to any benefits enumerated specifically for the benefit of Employee as provided in this agreement.

### **Section 8. Dues and Subscriptions.**

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

### **Section 9. Professional Development.**

- A. The City hereby agrees to annually budget and allocate sufficient funds to pay the expenses of the Director of Information Technology's necessary travel and living expenses to represent the City at conferences or meetings of national and state committees or commissions upon which the Director of Information Technology serves as a member, said membership on said state commissions or committees being subject to the approval of the City Administrator, and for such other official meetings or travel as are reasonably necessary for the professional advancement of the Director of Information Technology as approved by the City Administrator
  
- B. City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.

### **Section 10. Professional Liability.**

The City agrees that it shall defend, hold harmless, and indemnify the Director of Information Technology from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against the Director of Information Technology in his individual capacity or in his official capacity, provided the incident arose while the Director of Information Technology was acting within the scope of his employment. If in the good faith opinion of the Director of Information Technology, conflict exists as regards to the defense of any such claim between the legal position of the City and the Director of Information Technology, the Director of Information Technology may engage counsel, in which event, the City shall indemnify the Director of Information Technology for the cost of legal counsel.

### **Section 11. Severance Pay.**

- A. In the event Employee is dismissed during the term of this Agreement, and Employee is not being dismissed for any reason set forth in paragraphs B or C of this Section, the City agrees to offer Employee a severance agreement. The amount of severance pay to be offered to Employee in the severance agreement shall be equal to the employee's monthly base salary at the time of dismissal, times the number of number of months that Employee has been employed, up to a maximum of six (6) months.

In addition, the severance agreement offered to the employee will require the City to continue to pay the employer portion of the premium for medical and dental insurance coverage through the end of the month the Employee's severance pay is intended to cover or until the last day of the month in which Employee obtains employment with alternative insurance, whichever occurs earlier.

As a condition of the severance offer, the Employee will be required to release the City, its officers, representatives, insurers and employees from claims arising from employment with the City and separation of employment.

- B. Employee will not be eligible to receive the severance offer described in Paragraph A of this Section if this Agreement is not renewed by the City, as provided in Section 2, above.

Employee also will not be eligible to receive the severance agreement offer if Employee breaches any provision of this Agreement, or if Employee engages in any act of misconduct in the performance of duties on behalf of the City. The term "misconduct" includes misappropriation, dishonesty, breach of trust, insubordination, neglect of duty, failure to perform duties in a manner that is consistent with applicable law, failure to correct performance deficiencies identified in writing by the City Administrator, after a reasonable opportunity, as determined by the City, to correct the deficiencies; committing any violation of City policies or standards that the City deems a serious violation; or engaging in other action demonstrating a disregard for the interests of the City. The term "misconduct" also includes engaging in criminal acts or other off-duty behavior that the City views as impairing Employee's ability to effectively perform the Employee's duties or jeopardizes the reputation of the City.

- C. Employee will not be eligible to receive the severance offer described in Paragraph A of this Section if Employee is dismissed, in accordance with applicable law, due to a disability that prevents Employee from performing the duties of the position.

### **Section 12. Other Terms and Conditions of Employment.**

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

### **Section 13: Moving and Relocation Expenses**

- A. The City will pay expenses associated with moving Employee's household to Ashland in an amount not to exceed \$14,000. Moving expenses include packing, moving, storage costs, unpacking, and insurance charges for moving and storing Employee's household goods. Moving expenses also include actual lodging and meal expenses and mileage costs for moving two personal automobiles and shall be reimbursed at the current IRS allowable rate while the employee is in transit. Moving expenses shall also include actual lodging, meal expenses, and mileage (or airfare) for up to two visits to Ashland for the Employee and family for the purpose of securing a permanent residence. Finally, moving expenses may also include the actual costs for employee of securing temporary housing, prior to moving into permanent housing, for up to six months.
- B. In the event that Employee resigns from this position or is terminated by the Mayor and City Council for reasons described in paragraphs 11.B. or 11.C within 12 months of March 15, 2010, Employee shall repay the City 50% of the actual moving expenses paid under paragraph 13.A. In the event Employee resigns or is terminated (under paragraphs 11.B or 11.C.) after serving for more than 12 months but less than 24 months, Employee shall repay the City 25% of the actual moving expenses paid under paragraph 13.A.

### **Section 14: Severability.**

If any part, term, or provision of this agreement is held by the courts to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portions of the agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision.

### **Section 15. Other Terms and Conditions of Employment.**

Employee is subject to all personnel policies of the City and the City's Management Resolution except to the extent that they are inconsistent with an express term of this Agreement.

**Section 16. PERS Pick-up.**

Employee contributions to the Public Employees' Retirement system (PERS) shall be "picked up" by the City. Employee shall not have the option of receiving money designated for retirement contributions and directly making the contribution to PERS. Employee's reported salary for tax purposes shall be reduced by the amount of the employee's contribution to PERS.

**Section 17. Complete Agreement.** This Agreement shall constitute the entire Agreement between the City and Employee and supercedes all prior agreements, representations and understandings between them. No supplement, modification or amendment of this Agreement shall be binding on the City unless it is set forth in a writing that is signed by the Mayor and approved by the City Council. Likewise, no waiver of any provision of this Agreement shall be valid unless set forth in writing that is signed by the Mayor and approved by the City Council.

Dated this \_\_\_\_\_ day of February 2010

\_\_\_\_\_  
Barbara Christensen, City Recorder

\_\_\_\_\_  
John Stromberg, Mayor

Accepted this \_\_\_\_\_ day of February 2010.

\_\_\_\_\_  
Robert Lloyd