



EMPLOYMENT AGREEMENT

CITY MANAGER

City of Tigard Employment Agreement

Table of Contents

Introduction.....	1
Section 1: Term and Effective Date	1
Section 2: Employment, Duties, and Authority	1
Section 3: Compensation	1
Section 4: Hours of Work	2
Section 5: Performance Evaluation	2
Section 6: Health, Disability, and Life Insurance, and VEBA Benefits.....	3
Section 7: Leave Benefits.....	3
Section 8: Retirement and Deferred Compensation	4
Section 9: Professional Certifications and Professional Development.....	4
Section 10: Use and Return of City Property	5
Section 11: Outside Activities	5
Section 12: Termination	5
Section 13: Severance.....	6
Section 14: Resignation.....	6
Section 15: Indemnification.....	6
Section 16: Bonding	7
Section 17: Other Terms and Conditions of Employment	7
Section 18: Notices	7
Section 19: General Provisions	8

City of Tigard Employment Agreement

Introduction

This Employment Agreement ("Agreement"), made and entered into this day, April __, 2025, by and between the City of Tigard, Oregon, a municipal corporation, (hereinafter called "City") and M. Brent Stockwell (hereinafter called "Employee"), each a "Party" and collectively referred to as the "Parties," agree as follows:

Section 1: Term and Effective Date

This Agreement is effective June 1, 2025 and will remain in full force and effect until terminated by the City or Employee as provided in Section 12 or 14 of this Agreement.

Section 2: Employment, Duties, and Authority

- A. City agrees to employ Employee as City Manager to perform the functions and duties of the City Manager specified in the Charter, Municipal Code, and Job Description of the City.
- B. City agrees to promptly communicate and, where appropriate, provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.
- C. The City expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Oregon.

Section 3: Compensation

- A. Base Salary: The City agrees to pay the Employee an annual base salary of \$225,000, payable in installments at the same time and in the same manner that the other management employees of the City are paid.
- B. This Agreement will be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies to include all salary adjustments on the same basis as applied to the management employees of the City.
- C. In addition, consideration will be given on an annual basis to an increase in compensation to take effect in the first pay period of each fiscal year based upon Employee's satisfactory performance of duties and functions, and satisfaction of the goals and priorities established by the Council. Such increased compensation may come

in the form of performance adjustments to Employee's base salary, performance bonuses, or both.

- D. At any time during the term of the Agreement, City may, in its discretion, review and adjust the salary of the Employee, but in no event will the Employee be paid less than the salary set forth in Section 3.A of this Agreement, except by mutual written agreement between Employee and City. Such adjustments, if any, will be made pursuant to a lawful City Council action. In such event, City and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.
- E. The City agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$6,000 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle.
- F. City agrees to provide a one-time stipend to the Employee in the amount of \$20,000, in consideration for Employee's moving, relocation, and temporary housing expenses. Should Employee voluntarily terminate employment with the City prior to six months of employment, Employee will reimburse the City for the full amount of the stipend within thirty days of separation. Employee also authorizes the City to withhold from Employee's final paycheck an amount up to 100% of this reimbursement. Employee's reimbursement obligation is reduced by 10% for each month of employment until one year of employment with the City is completed.

Section 4: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the City, therefore Employee will be allowed to establish an appropriate work schedule, and that reasonable time off from the normal office hours is permitted to the Employee, such as is customary for management employees of the City so long as the time off does not interfere with the normal conduct of the office of the City Manager.

Section 5: Performance Evaluation

- A. City will annually review Employee's performance in June subject to a process, form, criteria, and format for the evaluation, which will be mutually agreed upon by the City and Employee. City will also conduct quarterly check-ins with Employee in September, December, and March. The evaluation process at a minimum will include the opportunity for both Parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to both Parties within 30 days of the evaluation meeting. The date during which the annual performance evaluation or quarterly check-ins must be conducted may be adjusted by mutual consent of the Parties.

- B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee will at all times be conducted in executive session of the City Council and be considered confidential to the extent permitted by law. Nothing herein prohibits the City or Employee from sharing the content of the Employee's evaluation with their respective legal counsel or Human Resources Department.
- C. To maintain the Employee's voluntary credentialing as an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years, beginning in 2030.

Section 6: Health, Disability, and Life Insurance, and VEBA Benefits

- A. The City agrees to provide and to pay a share of the premiums for health, vision, and dental insurance for the Employee and Employee's dependents equal to that provided to all other management employees of the City. The share of the premium paid may be adjusted by the City Council but may not be any greater or any less than that paid for all other management employees of the City. In the event Employee is required to contribute toward the premium cost of such benefits, Employee agrees to the deduction of such amounts from Employee's paycheck. If the City's insurance requires a waiting period before the Employee is eligible for coverage under the City's plan, the City agrees to reimburse the Employee for the costs of COBRA insurance for the same, during the initial waiting period.
- B. The City agrees to put into force and to make required premium payments for long-term disability coverage for the Employee consistent with group coverage provided to management employees of the City. The City will reimburse the Employee for the cost of Employee-purchased Life or Long-term Care insurance, based upon proof of payment, in addition to any City-sponsored Life Insurance not to exceed \$750 per year.
- C. The City will make a contribution of no more than \$1,000 per year to an HRA Voluntary Employee Beneficiary Account (VEBA) in the name of the Employee. This contribution may be adjusted from time to time as authorized by the City Council for all management employees of the City.
- D. The City agrees to provide Employee the same benefits and allowances as paid and provided by the City to other management employees as provided in the City's personnel policies, except as modified by this Agreement.

Section 7: Leave Benefits

Employee will accrue leave benefits pursuant to the Paid Time Off Policy, No. 19.0, of the Management, Supervisory, and Confidential Employees Personnel Policies of the City of Tigard, with the following exceptions:

- A. Paid Time Off accrues at a rate based on 20 years of service as of the date of this Agreement and will continue to increase according to the accrual schedule in the Policy as it currently exists or as it may be adjusted in the future.

- B. On July 1, 2025, and July 1 of each succeeding year, Employee will be credited with sixty (60) hours of Paid Time Off in addition to their regular accrual rate of Paid Time Off pursuant to the City PTO policy.
- C. Employee is entitled to other leave not mentioned in this Agreement which is available to all other management employees of the City as provided in City Personnel policies.
- D. In the event Employee's employment is terminated, either voluntarily or involuntarily, Employee will be compensated for all earned and unused Paid Time Off.
- E. Prior to taking any scheduled Paid Time Off of three or more successive days, Employee is responsible for providing at least two weeks' notice to City Council of the absence. Employee will coordinate the planned time off with planned absences of other senior city management staff so that there is appropriate coverage. Employee will delegate City Manager responsibilities for all planned absences.

Section 8: Retirement and Deferred Compensation

- A. Employee will be eligible to participate in the City's retirement programs under the terms and conditions provided to other management employees of the City, including the 401(a) and deferred compensation plans.
- B. Six months from the date of hire, after signing this Agreement and continuing over the life of the Agreement, the City will contribute 11% of Employee's salary to the City-provided 401(a) retirement program on behalf of the Employee. For the initial six months of employment, City will contribute 11% of Employee's salary to the City's deferred compensation plan.
- C. The City will match any Employee contributions to City-provided deferred compensation accounts up to a maximum of 3% of the Employee's base salary.

Section 9: Professional Certifications and Professional Development

- A. The City agrees to budget for and to pay for Employee's professional dues, including but not limited to the International City/County Management Association and Oregon City/County Management Association, and subscriptions as necessary for 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.
- B. The City agrees to budget for and to pay for travel expenses, consistent with the City's Travel Policy and state law, for Employee's reasonable professional and official travel, consistent with the City's adopted budget and as may be approved from time to time by the City Council.
- C. The City acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the City will pay for the reasonable membership fees or dues to enable Employee to become an active member in local civic clubs or organizations, as may be approved from time to time by the City Council and subject to the limits of Oregon ethics laws.

- D. The City will not require Employee to use Paid Time Off when participating in professional development activities; however, prior to participating in any professional development activity of three or more successive days, Employee is responsible for providing at least two weeks' notice to City Council of the absence. Employee will coordinate the absence with planned absences of other senior management staff so that there is appropriate coverage.

Section 10: Use and Return of City Property

Recognizing the importance of constant communication and maximum productivity, the City will provide Employee for business use, certain City property (such as, but not limited to, cell phones, laptop, tablet, keys, etc.) required for the Employee to perform their duties and to maintain communication with City's staff and officials, as well as other individuals who are doing business with the City. All such property is and will remain the property of the City. Employee will preserve, use, and hold City property only for the benefit of the City and to carry out the City's business. When Employee's employment is terminated, Employee will promptly deliver to the City all City property in Employee's possession or control in good working order. Employee will also gather and return any and all City information or material, including confidential or proprietary information or material, whether in paper or electronic form, wherever located or stored.

Section 11: Outside Activities

The employment provided for by this Agreement will be Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, With proper notice to the City Council, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements may neither constitute interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

Section 12: Termination

For the purposes of this Agreement, termination occurs if:

- A. A majority of the City Council votes to remove Employee from the position of City Manager at a duly authorized public meeting.
- B. The City, electors, or the legislature acts to amend any provisions of the City Charter pertaining to the role, powers, duties, authority, responsibilities of Employee's position that substantially changes the form of government. In such case, Employee will have the right to declare that such amendments constitute termination.

- C. The City reduces the base salary, compensation or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads of the City.
- D. Employee resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the City Council, then Employee may declare a termination as of the date of the suggestion.

Section 13: Severance

- A. In the event Employee is terminated by the City Council during such a time that Employee is willing and able to perform Employee's duties under this Agreement, City agrees to pay Employee a severance payment equal to four (4) months of aggregate salary. On the two-year anniversary of this Agreement, June 1, 2027, the severance will increase to six (6) months of aggregate salary. This severance will be paid in a lump sum unless otherwise agreed to by City and Employee. The severance is not qualifying deferrable earnings pursuant to IRC 415(c)(3).
- B. The City will also pay Employee an amount equal to Employee's City-provided health, dental, and life insurance benefits at the time of termination for the equivalent number of months of severance under Subsection A of this Section, or until Employee is professionally reemployed, whichever comes first. Employee is responsible for applying for and securing COBRA benefits or new coverage.
- C. Employee will also be compensated for all earned and accrued vacation leave and other entitlement benefits, consistent with City personnel policies and applicable law.
- D. If Employee is terminated because of a conviction of, plea of guilty to, or plea of nolo contendere to a felony, misdemeanor, dishonesty, violation of City Personnel Policies, malfeasance, or misfeasance then the City is not obligated to pay severance under this Section.

Section 14: Resignation

Employee may terminate this Agreement by providing a minimum of 90 days' notice of Employee's voluntary resignation subject to any applicable requirements set forth by state or local law. In the event of resignation, no severance will be paid by the City.

Section 15: Indemnification

To the full extent permitted by law, City will defend, save harmless and indemnify Employee against any tort, professional liability claim, administrative proceeding or action, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the course and scope of the Employee's duties as City Manager unless the act or omission involved gross negligence or willful or wanton conduct under which circumstance the Employee will be personally responsible

for any and all damages, costs and fees caused by the misconduct or negligence. Employee's actions within the course and scope of Employee's employment will be indemnified by City until the statute of limitations has expired without regard to Employee's continued employment with the City.

Legal representation, provided by City for Employee, extends until a final determination of the legal action including any appeals brought by City or other party. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Employee recognizes that City has the right to compromise or settle any claim, suit, proceeding or action.

Section 16: Bonding

The City will bear the full cost of any fidelity or other bonds that Employee is required to obtain by any law or ordinance.

Section 17: Other Terms and Conditions of Employment

The City, only upon agreement with Employee, may fix such other terms and conditions of employment relating to the performance of Employee, as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Tigard Charter, or any other law.

Section 18: Notices

Notice pursuant to this Agreement will be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) CITY: Mayor
City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223
heidil@tigard-or.gov

With a copy to:

City Attorney
City of Tigard
13125 SW Hall Blvd

Tigard, OR 97223
shelbyr@tigard-or.gov

(2) EMPLOYEE: M. Brent Stockwell
City Manager

Alternatively, notice required pursuant to this Agreement may be personally delivered or submitted by email with acknowledgement of receipt. Either Party may change its address at any time by providing written confirmation to the other Party.

Section 19: General Provisions

- A. **Binding Effect.** This Agreement is binding on City and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- B. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- C. **Attorney's Fees.** In the event suit or action is instituted to interpret or enforce the terms of this agreement, the prevailing party is entitled to recover from the other party such sums as the court may adjudge reasonable as attorney's fees and court costs prior to settlement, at trial, or upon appeal of such suit or action.
- D. **Modification or Amendments.** No amendment, change, or modification of this Agreement will be valid unless in writing and signed by the Parties.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and the Employee, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations of previous agreements between the parties with respect to any or all of the subject matter hereto.
- F. **Waiver.** Failure of either party at any time to require performance of any provision of the Agreement will not limit the Parties' rights to enforce the provision or provisions, nor will any waiver of any breach of any provision or provisions be a waiver of any succeeding breach of the provision itself or any other provision.

Heidi Lueb, Mayor

M. Brent Stockwell, City Manager

Date

Date