

OPTION 2

CITY OF WILSONVILLE EMPLOYMENT AGREEMENT CITY MANAGER

This Employment Agreement ("Agreement"), made and entered in to this ____ day of March, 2026, by and between the City of Wilsonville, a municipal corporation of the State of Oregon, (the "City") and Jeanna Troha ("Employee") both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the City desires to employ Troha as City Manager of the City of Wilsonville, as provided by the Wilsonville City Charter and Section 2.105 of the Wilsonville Code; and

WHEREAS, Troha desires to be employed as City Manager of the City of Wilsonville, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1

Section 1.01: Term

The term of this Agreement shall be for an initial period of April 1, 2026 to September 30, 2027. Nothing in this Agreement guarantees Employee employment until September 30, 2027, and nothing prevents Employee or the City from ending the employment relationship prior to September 30, 2027, subject to the Sections below regarding Termination and Severance (or because Employee has chosen to resign).

Section 1.02: Duties and Authority

- A. The City agrees to employ Employee as City Manager to perform the functions and duties specified in the City of Wilsonville charter and/or code and to perform other legally permissible and proper duties and functions as assigned by the City, subject to any limitations set forth in this Section. Employee shall not be required to accept the City's assignment of any duties outside of the scope of those customarily performed by persons holding the role of City Manager in the absence of Employee's express written consent to such assignment. The City may not reassign Employee to another position in the absence of Employee's express written consent to such assignment. The City shall not interfere with Employee's performance of such duties.
- B. Employee shall be the chief executive officer of the City and faithfully perform Employee's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful City Council directives; Oregon,

local, and federal laws; and City policies, rules, and ordinances as they exist or may hereafter be amended.

- C. Except as may be provided otherwise by applicable law, regulation, or the City's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of the City consistent with the policies of the governing body and the ordinances and charter of the City, which authority may be delegated by Employee to such other employees as Employee deems appropriate.
- D. Except as may be provided otherwise by City charter, code, and ordinance and applicable law, regulation, or the City's agreement with any other person, Employee shall have the authority to establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the City.
- E. Employee shall attend and be permitted to attend, whether personally or through a designee of Employee's choosing, all meetings of a majority of City's governing body, both public and closed (i.e., executive sessions), with the exception of those executive sessions where, under Oregon law, Employee may be lawfully excluded.
- F. The City agrees to promptly communicate and 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.
- G. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out the City's lawful policy directives, goals, and objectives, as communicated to Employee by the City's governing body, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: Ethical Commitments

- A. 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 City charter, code, and ordinances, the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Oregon. In the event of a conflict, Oregon ethics rules, regulations, and laws supersede the ICMA Code of Ethics. Employee shall not, in regard to City elections, endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. The City shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the City charter, code, or ordinances, Oregon ethics rules, regulations, and laws, and the ICMA Code of Ethics. Neither the City Council nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, lawfulness and merit.

ARTICLE 2 – TOTAL COMPENSATION

Section 2.01: Compensation

- A. Base Salary: The City agrees to pay Employee an annual base salary of two hundred sixteen thousand dollars (\$216,000), payable in installments at the same time that the other executive management employees of the City are paid.
- B. At any time during the term of the Agreement, the City may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 2.01.A. of the Agreement except by mutual written agreement between Employee and the City. Such adjustments, if any, shall be made pursuant to a lawful City Council action. In such event, the City and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 2.02: Health, Disability, and Life Insurance

- A. The City agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee, at a minimum, equal to that which is provided to all other executive management employees of the City.
- B. The City agrees to put into force and to make required premium payments for long-term disability coverage for the Employee.
- C. The City shall pay the amount of premium due for term Life and Accidental Death and Dismemberment Insurance in the amount of fifty thousand dollars (\$50,000) each. The Employee shall name the beneficiary of the insurance policies.
- D. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads, or general employees of the City as provided by the City.

Section 2.03: Vacation and Sick Leave

- A. Upon commencing employment, the Employee will maintain current vacation and sick leave balances. Employee shall continue to accrue and use vacation leave and sick leave on an annual basis, at a minimum, at the highest rate provided or available to other executive management employees, and under the same rules and provisions.
- B. Employee shall be eligible to cash out eighty (80) hours of vacation leave per fiscal year.

Section 2.04: Retirement

- A. The City shall continue Employee's enrollment in the applicable state retirement system, and will continue to make all City and Employee contributions on the Employee's behalf.
- B. In addition to the City's payment to the state retirement system referenced above, the City agrees to contribute an additional seven and seven tenths (7.7) percent of Employee's base salary to the Employee's 401(a) retirement plan. Employee is fully vested.
- C. Employee may elect to participate in the City's voluntary 457(b) plan as established by the City.

Section 2.05: General Business Expenses

- A. The City agrees to budget and pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City.
- B. The City agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for City, including but not limited to ICMA annual, regional, and affiliate conferences.
- C. The City also agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the City.
- D. The City agrees to offer the Employee access to executive coaching as a professional development resource, with related costs subject to City approval.
- E. The City shall not require Employee to use vacation leave when participating in professional development activities.
- F. The City acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
- G. Recognizing the importance of constant communication and maximum productivity, the City shall provide Employee, for business use, a laptop computer, software, mobile phone, and/or tablet computer 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 City. Upon termination of Employee's employment, the equipment described herein shall remain the property of the City and at the discretion of the City any mobile phone number may be transferred to the Employee.

ARTICLE 3 – GENERAL WORK CONDITIONS

Section 3.01: Performance

- A. The City shall review the performance of the Employee approximately annually, or more frequently than annually if performance issues exist, subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the City and Employee.
- B. The City and Employee may mutually agree to utilize a third-party facilitator to manage the performance evaluation process of Employee.
- C. Unless the Employee expressly requests otherwise in writing, the evaluation process shall at all times be conducted in City Council executive session and shall be considered confidential to the extent permitted by Oregon law. Nothing herein shall prohibit the City or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

- D. In the event the City deems the evaluation instrument, format, and/or procedure is to be modified by the City and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
- E. Nothing in this Agreement prevents the City from engaging in less formal means of evaluating the Employee's performance prior to the expiration of this Agreement. In addition, nothing in this Agreement prevents the City from using corrective or performance-related actions consistent with those applied to other executive management employees.

Section 3.02: 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, and to that end City intends that reasonable time off be permitted to Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager.

Section 3.03: Outside Activities

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

ARTICLE 4 – EMPLOYMENT SEPARATION

Section 4.01: Voluntary Resignation

Employee may terminate this Agreement by providing a minimum of 60 days' notice, unless the parties agree otherwise, of Employee's voluntary resignation, subject to any applicable requirements set forth by Oregon or local law.

Section 4.02: Termination

- A. For the purpose of this Agreement, termination shall occur when:
 - a. The majority of the City Council votes to terminate the Employee in a public meeting, as defined by state law.
 - b. If the City, citizens or legislature acts to amend any provisions of the City charter or code pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
 - c. If the City reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, and the City and the Employee cannot reach

agreement on an amendment to this Agreement, such action will be regarded as a termination.

- d. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the City Council that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
 - e. A breach of contract, declared by either party, must be cured within 30 days of written notice describing the conduct that constitutes a breach. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 5.05.
- B. Employee's refusal to comply with a directive that violates the ICMA Code of Ethics shall in no event serve as cause for termination.

Section 4.03 Accrued Leave

- A. Employee is eligible for payment of accrued but unused vacation leave at the time of separation, regardless of whether she receives Severance pursuant to Section 4.04. Employee is not eligible for a payment of accrued but unused sick leave at the time of termination.

Section 4.04: Severance

- A. Severance shall be paid to the Employee when employment is terminated as defined in Section 4.02.
- a. If the Employee is terminated, and unless the exception in section 4.04 B applies, the City shall provide a severance payment equal to either: (a) six (6) months'; or (b) one (1) months' per year of service as City Manager, with a maximum of twelve (12) months', salary and health insurance costs as outlined in Article 2, whichever option is most generous to Employee. This severance shall be paid in a lump sum.
 - b. Notwithstanding the foregoing, the City Council shall not terminate the Employee within 180 days of the seating of a new city council member after an election, except for violations as defined in 4.04 B. In the event the City Council chooses to terminate during this period the Employee will be granted one and a half the Severance as outlined in 4.04 A (a).
 - c. For a minimum period of six (6) months following termination as defined in Section 4.02, City will provide outplacement placement services should the Employee desire them in an amount not to exceed ten thousand dollars (\$10,000).
- B. If the City Council, after a thorough investigation, has reasonable cause to believe the City Manager has (a) engaged in criminal conduct; (b) other off-duty behavior that the City Council determines significantly impairs the Employee's ability to effectively perform the Employee's job duties; (c) committed fraud, misappropriated City funds, goods, or services for the City Manager's own benefit; (d) violated the Oregon ethics laws (ORS Chapter 244 and OAR Chapter 199); (e) fails or refuses to comply with the written policies of the City; or (f) other acts of misconduct that cause injury to the City (including, but not limited to, willful, corrupt, or reckless misuse of official authority),

then the City may elect to terminate the Employee with no obligation to pay the Severance provided in Subsection A.

- C. The termination and severance of Employee must be in accordance with the “Separation Agreement” agreed to by the City and Employee.

ARTICLE 5 – GENERAL COVENANTS

Section 5.01: Indemnification

To the maximum extent permitted by the Oregon Tort Claims Act, the City must defend, save harmless, and indemnify the Employee from and against any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, or awards, including but not limited to Employee’s reasonable attorney’s fees incurred in such action and in enforcing this indemnification provision, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee’s duties as City Manager, even if said claim is brought/filed following Employee’s separation from employment or based upon Employee’s own alleged negligence or misconduct, provided that at the time of the alleged act or omission, the Employee was then acting within the course and scope of her duties. Under these circumstances only, the City (and/or its insurer) must pay the amount of any settlement or judgment rendered thereon, and further, the City (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Employee.

In connection with those claims or suits involving the Employee in her professional capacity and that arise out of the course and scope of Employee’s duties as City Manager, the City must defend the Employee and/or must retain and pay for an attorney to represent the Employee (including all fees and costs) in connection with any such suit, claim, complaint, mediation, arbitration, or similar actions.

This Section survives the termination of this Agreement.

Section 5.02: Bonding

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

Section 5.03: Other Terms and Conditions of Employment

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

Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other executive management employees of the City.

Section 5.04: General Provisions

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. Any prior discussions or representations by or between the City and Employee are merged into and rendered null and void by this Agreement. This Agreement may be amended only by an express written agreement signed by the City and Employee. Such amendments must be incorporated and made a part of this Agreement.
- B. **Successors in Interest.** The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.
- C. **Effective Date.** This Agreement becomes effective on April 1, 2026.
- D. **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 are deemed to be in full force and effect as if they have been executed by both the City and Employee subsequent to the expungement or judicial modification of the invalid provision.
- E. **Precedence.** In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of the City's policies, or the City's ordinance or the City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement must take precedence over contrary provisions of the City's policies, ordinances, rules, and regulations or any such permissive law during the term of this Agreement.
- F. **Dispute Resolution.** In the event of a dispute concerning this Agreement, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in a court of competent jurisdiction. Notwithstanding the foregoing, the City may still request immediate equitable remedies of either specific performance or injunctive relief to occur while mediation is pending or ongoing. The parties will otherwise agree to abate the court case pending resolution.

Section 5.05: Notices

All notices and requests pursuant to this Agreement must be sent as follows:

CITY: City of Wilsonville, Attn: City Council at councilmembers@wilsonvilleoregon.gov
City Attorney at guile@wilsonvilleoregon.gov

EMPLOYEE: Jeanna Troha, City Manager at troha@wilsonvilleoregon.gov

Notice must be deemed given as of the date and time the email is received.

IN WITNESS WHEREOF, the City of Wilsonville has caused this Agreement to be signed and executed in its behalf by its Mayor and as approved by City Council. Employee has signed and executed this Agreement. This Agreement may be signed in counterpart and with duplicate originals so that the City and Employee will both have an original copy of this Agreement.

DATED: _____, 2026.

CITY OF WILSONVILLE

EMPLOYEE

By: _____

Shawn O'Neil

As Its: Mayor

Jeanna Troha