

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENTERING INTO AN) RESOLUTION NO. 07-3876
EMPLOYMENT AGREEMENT WITH SCOTT) Introduced by Chief Operating Officer,
ROBINSON, METRO CHIEF INFORMATION) Michael J. Jordan
OFFICER)

WHEREAS, Personnel Code, Section 2.02.010, states that no contract of employment can be created except by written agreement signed by the Council President or Chief Operating Officer and the employee, and subject to approval of Council; and

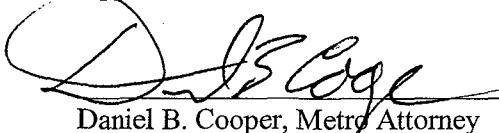
WHEREAS, the Chief Operating Officer held a competitive recruitment for the position of Chief Information Officer and has made a verbal offer of employment to Scott Robinson for the position of Chief Information Officer; now therefore

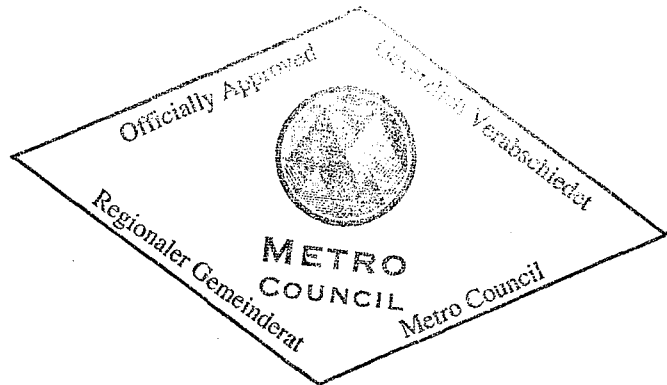
BE IT RESOLVED that the Metro Council authorizes the Chief Operating Officer to enter into an Employment Agreement with Scott Robinson, for the position of Metro Chief Information Officer, as attached as Exhibit A.

ADOPTED by the Metro Council this 25th day of October, 2007.


David Bragdon, Council President

Approved as to Form:


Daniel B. Cooper, Metro Attorney



AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into by and between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (herein referred to as “Metro”) and Scott Robinson (herein referred to as “Robinson”).

RECITALS

1. Metro requires the services of a Chief Information Officer.
2. Robinson has the qualifications and the desire to serve Metro as its Chief Information Officer.
3. This Agreement shall be referred to as the “Robinson At-Will Employment Agreement.”

NOW, THEREFORE, IN CONSIDERATION of the compensation to be paid by Metro to Robinson as specified in this Agreement, and in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

AGREEMENT

1. **Engagement.** Subject to the parties’ right to terminate this Agreement as specified below, Metro hereby employs and Robinson hereby accepts employment from Metro for Robinson’s services as Chief Information Officer.
2. **Term of Agreement.** Robinson’s employment under this Agreement shall begin on November 1, 2007, and shall continue until terminated as provided herein.
3. **Services.** Robinson shall faithfully, industriously and to the best of his ability provide his service as Chief Information Officer of Metro, and shall perform all duties as may be required of him by the Metro Charter, Metro Code and the Chief Operating Officer (“COO”).
4. **Exclusivity.** During the term of this Agreement, and except as otherwise provided herein, Robinson shall primarily devote his business efforts, time, attention, knowledge, and skills to Metro as its Chief Information Officer. Robinson may engage in outside business or professional activities, provided that Robinson obtains the written consent of the COO prior to engaging in any outside business or professional activities and provided that the COO has determined, in the COO’s sole discretion, that such activities: (a) do not impair performance of Robinson’s duties under this Agreement, (b) do not make use of Metro resources, (c) are not substantially similar to the services Robinson renders to Metro under this Agreement, and

(d) are not in violation of or otherwise inconsistent with the requirements of Metro policies, Metro Charter, Metro Code, or with any other applicable rules, regulations or legal requirements (as amended from time to time). The COO shall consult with the Metro Attorney before making his or her determination.

5. **Employment At-Will.** Metro and Robinson understand and acknowledge that Robinson serves at the pleasure of the COO. Metro and Robinson understand and acknowledge that Robinson's employment with Metro constitutes "at-will" employment. Subject to Metro's obligation to provide severance benefits as specified in this Agreement, Robinson and Metro acknowledge that this employment relationship may be terminated at any time, upon written notice to the other party, with or without cause or good reason and for any or no cause or reason, at the option of either Metro or Robinson. It is further understood and agreed that neither this Agreement, nor service provided under this Agreement, shall create a property interest of any kind. This Agreement has no monetary value.

6. **Compensation.**

A. **Salary.** As compensation for Robinson's services, Metro shall pay Robinson the sum of \$136,000 per year, payable in the same frequency and manner as other Metro employees. Robinson's performance and salary shall be reviewed annually by Metro as provided below and thereafter Robinson's salary may be adjusted by the COO, consistent with the Metro pay plan. The compensation paid to Robinson shall be subject to customary withholding taxes and other taxes as required with respect to compensation paid by Metro to an employee.

B. **Benefits.** Robinson shall receive all normal and regular benefits accruing to Metro non-represented employees as provided in Metro Code Chapter 2.02. For the purposes of this section, "benefits" means health insurance, including dental and vision care, life insurance, disability insurance, paid leave, employee assistance, and retirement benefits pursuant to the Public Employees Retirement System ("PERS"), and any other benefits which are provided routinely to Metro's non-represented employees. Metro will provide these benefits under the same terms and conditions as provided for Metro's non-represented employees. The employee benefits provided to Robinson under this section are subject to any addition, reduction or other change made by the Metro Council to the benefits provided to Metro's non-represented employees.

C. **Annual Leave.**

(1) Robinson shall accrue annual leave as provided in the Metro Personnel Rules, as they may be amended from time to time, except that Robinson may exceed the 250 hour limit on accrued annual leave.

(2) Under no circumstances may Robinson accrue more than 1,080 hours of annual leave. Robinson shall forfeit annual leave that both (a) exceeds the 250 hour limit; and (b) is accrued in a fiscal year in which Robinson has not

taken at least 80 hours of annual leave (“minimum leave”). The “minimum leave” requirement for excess leave accrual may be waived by the COO under extraordinary circumstances; and

- (3) Annual leave accrued in excess of 250 hours shall be forfeited and not be paid as accrued leave upon termination except as provided in Section 8B(3).

7. **Performance/Compensation Reviews.** The COO and Robinson shall mutually agree on an annual work plan for Robinson. The work plan shall include the Performance Indicators, attached as Exhibit A to this Agreement and incorporated herein by reference, and measurable performance goals for Robinson. The work plan shall provide for a review methodology to measure Robinson’s accomplishment of the annual work plan.

8. **Termination.**

A. **Termination By The Parties.**

- (1) **Termination by Metro:** Robinson understands and agrees that Robinson serves at the pleasure of Metro’s COO and that the COO may terminate Robinson’s employment with Metro at any time, with or without Cause, by giving Robinson a written notice of termination. If the written notice of termination does not specify the effective date of termination, the effective date of termination shall be the date on which the written notice was given. Cause is defined in section 8.C of this Agreement.
- (2) **Termination by Robinson:** Robinson may terminate Robinson’s employment with Metro at any time by giving to Metro a written notice of termination, specifying the effective date of termination. If the written notice of termination does not specify the effective date of termination, the effective date of termination shall be the date that is thirty (30) days after the date on which the written notice was given.
- (3) Upon termination, accrued leave shall be paid as provided by law.

B. **Termination Without Cause.** Metro may terminate this Agreement without Cause and, at Metro’s sole election, may do so without prior notice to Robinson. Upon termination of employment without Cause, and provided Robinson has completed an extended probationary period of one (1) year under Metro’s Personnel Rules, Robinson shall receive severance pay and paid benefits as follows:

- (1) Severance pay shall be six (6) months salary. Severance pay shall be subject to usual and customary withholding for applicable local, state, and federal taxes.

- (2) Upon the effective date of termination, Robinson shall be eligible for continued health insurance as established by law (“COBRA”). Metro shall pay for the cost of said insurance to the level utilized by Robinson at the time of termination until Robinson has become employed in another position, with health coverage in effect, or for six (6) months, whichever is less. In the event of the Robinson’s death following termination, Metro shall continue to pay the COBRA benefit provided herein on behalf of any dependents covered by Robinson’s health insurance at the time of termination.
- (3) Robinson shall receive payment for accrued unused annual leave in excess of 250 hours.

C. **Termination for “Cause.”** Metro may terminate this Agreement for “Cause” by giving Robinson written notice of intent to terminate for “Cause.” The written notice shall set forth the reasons for termination constituting Cause and provide an opportunity for Robinson to respond. In the event that Metro elects to terminate this Agreement for “Cause,” neither severance pay nor COBRA benefits shall be due Robinson. At any time prior to the effective date of a termination for Cause, Metro may provide written notice withdrawing the notice of proposed termination for Cause, and following such withdrawal may elect to terminate this Agreement pursuant to the provisions of Section 8B. “Cause” shall include one or more of the following:

- (1) Commission of any act specified in Metro Code 2.02.180(c), as it may be amended from time to time, the nature of which would tend to bring discredit or embarrassment to Metro or the Council, as determined by the COO in his reasonable discretion.
- (2) Violation of the Oregon Government Standards and Practices Act.

9. **Termination Authority.** The COO has the sole authority to terminate this Agreement on behalf of Metro. The COO may terminate this Agreement in writing pursuant to any provision of Paragraph 8 of this Agreement.
10. **Death.** The term of Robinson’s employment under this Agreement shall terminate upon his death without any further payment or the furnishing of any benefit by Metro under Section 8.B of this Agreement (other than accrued and unpaid salary and accrued benefits).
11. **Successorship.** This Agreement shall inure to and shall be binding upon Metro’s successors, assigns, trustees, etc.
12. **Modification.** This Agreement can only be modified by a written amendment, signed by Robinson and the COO. No oral or written statements, promises, or course of conduct shall serve to modify the Agreement in any way. No practices or customs which may arise between Robinson and Metro shall modify this Agreement or affect its meaning in any way.

13. **Construction.** This At-Will Employment Agreement is the final agreement between the parties, shall be construed as having been drafted jointly by the parties, is intended to be a complete and final expression of the agreement between the parties, and shall supersede any and all prior discussions or agreements.
14. **Severability.** In the event that any court of competent jurisdiction determines that one or more portions of this Agreement are invalid or unlawful, the remaining portions shall remain in full force and effect.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Robinson consents to the personal jurisdiction of the state and federal courts located in Multnomah County, Oregon for any action or proceeding arising from or relating to this Agreement.

EXECUTED IN DUPLICATE on October 10, 2007 to be effective November 1, 2007.

Scott R. Robinson

METRO

Scott R. Robinson

Date

Michael J. Jordan
Chief Operating Officer

Date

Exhibit A
Performance Indicators
Senior Management Occupational Group

Indicators for Quality of Work:

LEADERSHIP

1. Accepts responsibility and is accountable for work of the department.
2. Provides leadership and management oversight to address and accomplish established agency goals and objectives.
3. Effectively manages resources to achieve goals and objectives.
4. Acts as change agent, taking reasonable risks, and identifying opportunities to improve operations.

MANAGEMENT

5. Directs short- and long-term plans to ensure effective and efficient operations; assesses needs and prioritizes resources toward achieving department responsibilities.
6. Plans, organizes, directs and evaluates the performance of managers, supervisors and assigned staff.
7. Effectively oversees department personnel issues.

END PRODUCT

8. Achieves organizational objectives professionally and without adverse consequence to Metro. Works effectively within the framework and limitations of policies, procedures, rules, and regulations.
9. Assembles facts and considers alternatives, balances competing considerations, and presents feasible options to policy-makers.

COMMUNICATION & RELATIONSHIPS

10. Establishes and maintains effective communications with Chief Operating Officer and Council regarding department direction, performance, and progress of programs and projects.
11. Develops and maintains relationships with internal and external interests, including local jurisdictions, state agencies, non-profit organizations, and corporations.
12. Directs the resolution of inquiries, complaints, problems or emergencies affecting the availability or quality of service; may respond directly to the most sensitive or complex inquiries or complaints.
13. Considers political sensitivities inherent in department's role.

Indicators for Productivity:

GLOBAL

1. Achieves all goals and objectives established for the department in a professional and timely manner that reflects positively on Metro.
2. Uses and manages resources (budget, people, technology, etc.) in a cost-effective manner and within budget.

ENTREPRENEURIAL

3. Identifies new and alternative funding sources to assist in the achievement of organizational objectives.
4. Challenges the status quo by seeking continuous improvement.
5. Finds innovative ways to overcome problems or barriers.

MANAGEMENT OF DEPARTMENT

6. Has a realistic sense of what can and cannot be accomplished.
7. Anticipates consequences of department actions. Prepares for opportunities or challenges from external sources.
8. Continuously assesses department work plans against agency goals and realigns or revises correspondingly.
9. Gives subordinates appropriate authority to do their jobs.
10. Tracks and monitors department projects for efficiency.
11. Anticipates obstacles and contingencies and allocates resources to meet changing needs.

MANAGEMENT OF SELF

12. Sets and monitors performance goals for self.
13. Effectively delegates work to subordinates.
14. Handles administrative and paperwork requirements effectively and in a timely manner.

COORDINATION OUTSIDE DEPARTMENT

15. Works with other Robinsons and the Chief Operating Officer to identify agency-wide economies of scale and cooperates in designing and implementing inter-agency work teams.
16. As a member of the Senior Management Team, works with the Chief Operating Officer and other Robinsons to respond to cross-departmental issues.

Indicators for Stakeholder Satisfaction:

POLICY DEVELOPMENT

1. Appropriately understands role in policy-making process (sometimes leading, sometimes supporting policy-makers, sometimes providing information).
2. Correctly identifies stakeholders as partners; balances competing interests; understands when to and when not to seek input and involve stakeholders in decision-making process.

LEADERSHIP

3. Helps subordinates accept and embrace change.
4. Recognizes good ideas and supports them.
5. Addresses subordinates' performance deficiencies in a timely manner.
6. Effectively represents team to rest of agency.
7. Makes well-reasoned decisions; involves others outside the department in decision-making, when appropriate.
8. Completes performance evaluations on time.

COMMUNICATION

9. Demonstrates and communicates the agency's vision; speaks knowledgeably about the agency's goals, objectives and strategies.
10. Communicates complex information in an understandable way.
11. Has highly developed verbal and written communication skills.

MANAGEMENT OF SELF

12. Is adaptable to changing circumstances.
13. Remains even-tempered in stressful situations.
14. Seeks conflict resolution instead of conflict or conflict avoidance.
15. Models the behavior he/she expects in others.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 07-3876 FOR THE PURPOSE OF ENTERING INTO AN EMPLOYMENT AGREEMENT WITH SCOTT ROBINSON, METRO CHIEF INFORMATION OFFICER.

Date: October 15, 2007

Prepared by: Karol Ford

BACKGROUND

In January 2007 metro engaged the services of contractor, VIE, to perform an organizational assessment of Metro's information technology efficiency and effectiveness. VIE recommended Metro reorganize the structure of Metro's information technology division by moving it from within the Finance and Administrative Services Department, and creating it's own department and the position of Chief Information Officer. As a result of this recommendation Mike Jordan, Chief Operating Officer, opened a competitive recruitment for a Chief Information Officer in June 2007. The selection process has been completed, and the Chief Operating Officer has made a verbal offer of employment to Scott Robinson for the position of Chief Information Officer.

Metro Personnel Code, Section 2.02.010 which states "No contract of employment can be created nor can an employee's status be modified, by any oral or written agreement, or course of conduct, except by a written agreement signed by the Council President or Chief Operating Officer and the employee, and subject to the approval of the Council."

ANALYSIS/INFORMATION

1. **Known Opposition:** There is no known opposition to this resolution.
2. **Legal Antecedents:** Metro Personnel Code, Section 2.02.010 which states "No contract of employment can be created nor can an employee's status be modified, by any oral or written agreement, or course of conduct, except by a written agreement signed by the Council President or Chief Operating Officer and the employee, and subject to the approval of the Council."
3. **Anticipated Effects:** Scott Robinson, Metro Chief Information Officer, will be subject to the employment terms, conditions and status as set forth in the At Will Employment Agreement.
4. **Budget Impacts:** There is no immediate budget impact. The position of Chief Information Officer has been adopted in the FY07-08 budget.

RECOMMENDED ACTION

Recommend that Council authorize the Chief Operating Officer to enter into an employment agreement with Scott Robinson, for the position of Metro Chief Information Officer, as attached as Exhibit A.