



GOVERNANCE AND PRIORITIES COMMITTEE

Appointment of City Manager (Confidential Until Tabled at a Meeting of City Council)

Recommendation of the Committee

1. That Mr. Jeff Jorgenson be appointed City Manager of the City of Saskatoon upon the terms and conditions set out in the Employment Contract attached to this report; and
2. That His Worship the Mayor and the City Clerk be authorized to execute the Employment Contract.

History

At the November 28, 2017, City Council meeting dealing with the 2018 Preliminary Business Plan and Budget, City Council resolved, in part that Councillors Iwanchuk, Donauer, Dubois and Gersher, along with Mayor Clark assume the responsibilities of the Selection Committee for the recruitment of a new City Manager.

The Selection Committee has now completed its process, and the Governance and Priorities Committee is pleased to recommend the appointment of Jeff Jorgenson as City Manager, effective June 1, 2018. This recommendation follows a national search which resulted in the submission of 67 applications.

Mr. Jorgenson has been with the City since 1996, with the exception of a brief period in 2008 where he was Vice President of Northridge Developments. He has held a number of progressively responsible positions at the City of Saskatoon, and has been a General Manager with the City since 2008. Jeff has a Bachelor of Science in Civil Engineering from the University of Saskatchewan. He and his wife Arin have been married for 28 years, and together they have two adult children, Tomas and Hannah.

Your Committee looks forward to working with Mr. Jorgenson and with all civic staff as we work together to achieve our vision of a great Saskatoon for all residents.

Attachment

Employment Agreement – The City of Saskatoon and Jeff Jorgenson

EMPLOYMENT AGREEMENT

This Agreement is dated May 28, 2018 and is in force and effective from June 1, 2018 to May 31, 2023.

Between:

The City of Saskatoon (the "Employer")

- and -

Jeff Jorgenson (the "Employee")

The City of Saskatoon hereby agrees to employ Jeff Jorgenson as the City Manager upon the following terms and conditions, which Jeff Jorgenson hereby accepts;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Parties agree as follows:

1.0 DEFINITIONS

- (a) **Agreement** means this employment Agreement, including all recitals and schedules, which are integral parts of it.
- (b) **By-law** means a By-law of the Employer, and, in every case, includes all applicable amendments to the By-law, including successor By-laws, unless otherwise specified.
- (c) **Council** means the municipal council for the Employer, as elected from time to time.

2.0 APPOINTMENT, TERM AND RESPONSIBILITIES

2.1 Appointment: The Employer confirms its appointment of the Employee as the City Manager of the City of Saskatoon subject to the terms, conditions and termination provisions in this Agreement.

2.2 Term: The Term of this Agreement shall commence on June 1, 2018, and shall continue thereafter until May 31, 2023, unless terminated in accordance with the provisions of this Agreement.

This Agreement will automatically expire on May 31, 2023 unless the parties agree in writing on or before December 31, 2022, that it shall be extended upon such terms as the parties agree.

In the event this Agreement automatically expires on May 31, 2023 the Employee shall not be entitled to any severance or any additional notice in relation to the expiry of this Agreement and the Employee's termination of employment.

2.3 Responsibilities: The Employee shall perform such duties and accept such responsibilities as are normally associated with the position of City Manager and as may from time to time be prescribed or specified by Council which are consistent with the position for which he has been hired. The Employee's duties and responsibilities shall specifically require the Employee to:

- (a) Perform all such duties and exercise all such powers as may from time to time be assigned to the Employee or vested in the Employee by the By-laws of the Employer or the resolutions of its Council, the City Manager position description, as Council may amend from time to time, and the provisions of *The Cities Act*, subject always to the direction of Council and the requirements of the applicable statutes and regulations;
- (b) Prepare reports and make recommendations directly to Council and generally take direction from and implement the decisions of Council; and
- (c) Observe and implement all written guidelines, administrative policies and procedures of the Employer as are in force and effect from time to time.

2.4 Hours of Work: The Employee acknowledges that the hours of work required will vary and will be irregular and will be those hours of work required to meet the requirements of his position.

2.5 Exclusivity: The Employee shall faithfully perform his assigned duties and apply his best efforts to enhance the interests of the Employer on a full-time basis and shall not engage, directly or indirectly in any other occupation, business or outside activity, or hold any other office of a permanent, temporary or part-time nature while so employed without the approval of Council. Notwithstanding the foregoing, nothing herein shall prevent the Employee from being a director or an officer of one or more not-for-profit or charitable organizations or from otherwise engaging in philanthropic community involvement so long as, in either case, such activities do not prevent the Employee from meeting his obligations set forth in this Agreement. The Employee shall disclose to the Employer the nature and extent of his involvement in volunteer or other organizational activities in which he becomes involved from time to time.

2.6 Conflict of Interest: It is the responsibility of the Employee to recognize and avoid circumstances that may give rise to (or give the appearance of giving rise to) conflict of interest situations.

2.7 Confidentiality: The Employee acknowledges that as City Manager he will acquire information about certain matters and things which are confidential to the Employer, its employees and volunteers. The Employee agrees to maintain all confidential information in strictest confidence (subject to applicable federal or provincial laws), and agrees not to disclose such confidential information to any third party either during the term of this Agreement (except as may be necessary in the proper discharge of his employment), or after the term of his employment, for any reason, except with written permission of the Employer.

3.0: REMUNERATION AND BENEFITS

3.1 Salary and Benefits: In consideration of the services as City Manager, the Employee's annual salary on commencement of this Agreement will be as follows, less all applicable statutory, employee benefits and pension deductions:

- June 1, 2018 – May 31, 2019: \$256,000.00 per year
- June 1, 2019 – May 31, 2020: \$261,000.00 per year
- June 1, 2020 – May 31, 2023: \$265,000.00 per year

In addition to the Salary, the Employee shall receive the following benefits:

- (a) Annual vacation leave of six (6) weeks per year plus twelve public holidays being: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day

(first Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. The Employee shall advise the City's Governance and Priorities Committee when he is taking vacation.

- (b) Five days off with pay per year up to May 31, 2023 (25 days in total), which shall be placed in a "bank" and either paid out at the end of this Agreement, or used from time to time by the City Manager. The Employee shall advise the City's Governance and Priorities Committee when he is taking banked time.
- (c) Any future annual general economic wage increases awarded to Out of Scope employees of the City, as approved by Council, commencing in 2018.
- (d) Superannuation benefits as a member of The City of Saskatoon General Superannuation Plan.
- (e) The same sick leave, long-term disability, group life insurance, dental plan and extended health care benefits as are provided from time to time to the members of Saskatoon Exempt Staff Inc.
- (f) The Employer will provide a transportation expense allowance of \$0.54 per kilometer in accordance with the appropriate City policy.

3.2 Strategic Transformation Initiative: In accordance with the Council's strategic direction, upon initial approval and annual review and approval by the Governance and Priorities Committee, the City Manager will engage an external Transformation Partner to support the City of Saskatoon with achieving its transformational goals. The City Manager will select and contract with an external service provider suitable to assist with the achievement of the transformational goals and objectives as set out by the Council. This will be reviewed with City Council on an annual basis.

3.3 Performance Goals and Annual Review: At the beginning of each year of the Agreement, the City's Governance and Priorities Committee, in collaboration with the City Manager, will set and agree to annual goals, objectives and priorities for the Employee. The City's Governance and Priorities Committee will explicitly identify the goals, objectives and priorities to be addressed throughout the upcoming year.

The City Manager will be subject to an annual performance review to review and confirm progress against the identified goals, objectives and priorities.

The Employee is eligible for a performance bonus up to 10% of the City Manager's annual salary based primarily on meeting or exceeding the stated annual goals, objectives and priorities, and taking economic conditions into consideration. The amount of the performance bonus will be determined at the discretion of the City's Governance and Priorities Committee.

3.4 Professional Fees: The Employer will pay for the Employee's professional fees for membership in the Canadian Association of Municipal Administrators.

3.5 Supplemental Executive Retirement Plan: Subject to Section 5.5 herein, on behalf of the Employee, the Employer shall make a contribution of \$22,500 for each year from 2019 to 2023, and \$13,125 for 2018, to a Supplemental Executive Retirement Plan. The Supplemental Executive Retirement Plan shall be retained by the City of Saskatoon until the end of this Agreement and paid out as a lump sum to the Employee within 30 days of the conclusion of the employment relationship between Mr. Jorgenson and the City of Saskatoon.

3.6 Reimbursement of Expenses: The Employer will reimburse the Employee for reasonable expenses actually incurred by him on the Employer's behalf in the course of his employment in accordance with the Employer's policies in effect from time to time.

4.0 AMENDMENT

The terms and conditions of this Agreement may be amended, in writing, at any time by mutual agreement of the parties.

5.0 TERMINATION

5.1 Termination by Employer: The Employer may terminate this Agreement in its absolute discretion and for any reason on giving the Employee:

- (a) Eighteen (18) months' notice in writing and/or base salary continuation, or a combination thereof, payable on a bi-weekly basis; and
- (b) In the event the Employer provides the Employee with base salary continuation, all benefits, bonuses and pension contributions shall cease and the Employee shall have no further entitlement to compensation for the loss of the same; and
- (c) In the event the Employee's employment is terminated pursuant to Section 5.1 herein with salary continuation, he shall have a positive obligation to attempt to find reasonable alternate employment. Should the employee fail to do so or have or secure meaningful reasonable alternate employment or self employment during the notice period, the bi-weekly payments referred to herein will cease and the employee will be entitled to a lump sum payment equal to half of the remaining base salary in lieu of notice. Should the Employee secure less than meaningful employment or self employment, all such earnings shall be deducted from the salary continuance.

By mutual agreement between the Employer and the Employee, the base salary payments referred to herein may be converted to a lump sum payment in lieu of notice, for the remainder of the period of notice.

Notice or payment of the foregoing amounts shall be in full settlement of any claims the Employee may have against the Employer relating directly or indirectly to his employment under this Agreement and to such termination and are deemed to be inclusive of all payments to which the Employee might be entitled pursuant to *The Saskatchewan Employment Act*, as amended, any other statute and at common law.

5.2 Termination by Employee: If the Employee wishes to terminate this Agreement, he shall provide a minimum of three (3) months' notice in writing to the Employer. The notice period may be reduced only upon agreement by Council and the Employee. The Employer may waive the requirement for active employment during all or part of such period of notice in its discretion provided that its payment obligations are being met.

5.3 Termination for Cause: Notwithstanding any other provision in this Agreement, the Employer shall be entitled to terminate this Agreement and the services of the Employee under this Agreement in its sole discretion without any notice or pay in lieu thereof at any time for cause, which shall include, but not be limited to, any material breach of the provisions of this Agreement. In the event of such termination, the Employee shall only be entitled to such remuneration as may be owing up to the date of the termination of this Agreement.

5.4 Termination as a Result of Disability: In the event the Employee suffers a disabling condition which prevents him from performing his duties under this Agreement for a period in excess of twelve (12) months:

- (a) The Employee shall apply for income replacement benefits through the Employer's salary continuance program and, if and as required, the Employer's long-term disability insurance plan;

- (b) In the event the Employee qualifies for long-term disability benefits under the Employer's insurance plan, the Employee agrees that the Employer may fill the City Manager position on an interim basis; and
- (c) In the event the Employee continues to receive long-term disability benefits beyond twenty-four (24) months, and/or there is no reasonable likelihood of the Employee returning to active employment in the near future, the Employee agrees that this Agreement and his employment by the Employer thereunder has become frustrated and is accordingly terminated, and no accrued payments are owing to the Employee under the termination provisions herein and Employer's sole obligation to the Employee will be to pay any amounts owed under this Agreement in accordance with *The Saskatchewan Employment Act*.

5.5 SERP upon Termination

- (a) If the Employee is terminated for cause pursuant to Section 5.3, he shall not be entitled to any of the contributions to SERP accumulated to the date of termination.
- (b) If the Employee is terminated without cause pursuant to Section 5.1, he shall be entitled to payout of his SERP accumulated to the date of termination of active employment only.
- (c) If the Employee terminates this Agreement before January 1, 2021 pursuant to Section 5.2, he shall not be entitled to payout of any of the contributions to SERP accumulated to the date of termination.
- (d) If the Employee terminates this Agreement on or after January 1, 2021, he shall be entitled to the payout of any of the contributions to SERP accumulated to the date of his resignation.

5.6 Return of Property: The Employee acknowledges that all items of any and every nature or kind created or used by him pursuant to his employment under the Agreement, or furnished by the Employer to him including, but not limited to, electronic equipment (such as laptop computer, tablet, cell phone), credit cards, paper or electronic files, documentation, any confidential information or other materials shall remain and be considered the exclusive property of the Employer at all times, and shall be surrendered to the Employer, in good condition, promptly at the request of the Employer, or in the absence of a request, on the termination of this Agreement.

6.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the employment and appointment of the City Manager. The City Manager specifically acknowledges that this Agreement supersedes and replaces his former terms and conditions of employment with the City as the Acting City Manager, and that he shall not rely upon his former terms and conditions of employment for any reason whatsoever. Provided, however, the Parties agree that pursuant to the May 6, 2014 employment contract and amending agreement effective January 1, 2018 between the parties, the Employee shall be paid an annual performance-based bonus equal to 8% of annual salary pursuant to Section 5(2), a retention bonus pursuant to Article 6 and a Supplemental Executive Retirement Plan lump payment pursuant to Section 7, all prorated to May 31, 2018.

The Employee acknowledges that he does not rely on any statements or representations, oral or written, express or implied, which may have been made to him in relation to this employment opportunity and that such statements or representations do not form part of this Agreement and are superseded by it.

7.0 INDEMNITY

The Employer specifically acknowledges its responsibilities to the Employee as a city officer as outlined in Section 318 of *The Cities Act*, S.S. 2002, Chapter C-11.1.

8.0 INDEPENDENT LEGAL ADVICE

The Employee acknowledges that he has had the opportunity to obtain independent legal advice with respect to this Agreement.

9.0 GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the Province of Saskatchewan. This Agreement supersedes and voids all previous agreements, negotiations and communications between City of Saskatoon and Jeff Jorgenson.

Signed by The City of Saskatoon this _____ day of May, 2018.

City of Saskatoon:

Mayor

City Clerk

Employee:

Witness
Print Name: _____

Employee