

EMPLOYMENT AGREEMENT
City Manager pro tem
(City of Yachats, Oregon/_____)

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into on _____, 2023, by and between the City of Yachats (“City”), Oregon and _____, an individual (hereinafter “_____” or “Interim City Manager”), both parties collectively hereinafter “Parties”.

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged by the signatures of the Parties of this Agreement, the Parties agree as follows:

- 1) Purpose. The purpose of this Agreement is to provide for a term of employment for _____ as the Interim City Manager for City.
- 2) Duties. The City hereby agrees to employ _____ as the Interim City Manager during the time needed for the recruitment and hiring of a successor permanent City Manager. _____ will perform the duties of City Manager for the City as specified and limited in the City Charter, laws and ordinances, and will perform other legally permissible and proper duties and functions as the City Council will, from time to time assign. _____ agrees that they will, at all times, loyally and conscientiously perform all of the duties and obligations required of him, as either expressly or implied by laws, ordinances, personnel rules and terms of this Agreement. _____ will be subject to the direction and control of the City Council. The City shall provide the customary staffing, facilities and tools necessary for performance of the City Manager position, including but not limited to a fully furnished office, staff support, office supplies, computer, cellular telephone, business cards, etc.
- 3) Housing. The City shall provide housing or costs for same during the term of this Agreement, as follows: _____
- 4) Term of Employment/Termination. _____ will be employed by the City as a temporary employee. This employment will be for an unspecified period of time commencing _____, 2023, and terminating at a time to be determined by the City Council. Any termination may be with or without cause. The City Council may use its full discretion in this determination and its determination will be final and will not require showing of any cause or proof.

- 5) Resignation. _____ may voluntarily resign from this position at any time, but will attempt to provide the City seven (21) days notice in advance of the effective date of a resignation.
- 6) Compensation – Salary. The City will pay _____ a gross monthly salary of \$_____, payable at the same time each month that other employees are paid, and subject to required payroll taxes/payments. This amount will be pro-rated for any partial month _____ may work at the beginning or end of his employment.
- 7) Compensation – Overtime. The City Manager position is exempt from overtime under the Fair Labor Standards Act. Accordingly, _____ is not eligible for overtime compensation.
- 8) Compensation – Employee Benefits. As a temporary employee _____ will not be enrolled in the Oregon PERS plan or other employee benefits programs, including any health/dental/vision plans nor any personal leave benefits (sick leave, vacation leave, personal time off, etc.) extended to permanent employees of the City.
- 9) Compensation – Personal Vehicle Use. _____ will not be assigned a City vehicle. Instead, _____ will use his personal vehicle for business related travel while performing duties under this Agreement. City will pay a mileage reimbursement at the current IRS allotted mileage rate. _____ shall not be reimbursed for mileage to and from his permanent residence outside of Yachats.
- 10) No reduction in Compensation. The City will not, at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of _____.
- 11) Professional Organizations and Meetings. The City agrees to pay for the attendance of the Interim City Manager at professional meetings and conferences when the City Council and the Interim City Manager agree that such attendance is in the best interest of the City.
- 12) Reimbursement of Expenses. The City will reimburse _____ for all sums necessarily incurred and paid by him in the performance of his duties. _____ will submit a standard City reimbursement form, accompanied by required documentation and receipts as required by City policy and monetary limits.
- 13) Bonds. The City will bear the full cost of purchasing and maintaining any fidelity or other bonds as required for _____ during the term of this Agreement.

- 14) Office Hours/Time. _____ will establish and maintain regular office hours at City Hall consistent with the City's ordinary business hours. He will spend additional time in the performance of his duties for the City as necessary or as may be required from time to time by the City Council, including but not limited to City Council and City Commission/Committee meetings. Each holiday observed by the City will be considered eight hours worked.
- 15) Applicability of Personnel Rules. All provisions of City ordinances, policies and regulations pertaining to City personnel will apply to _____ as they would to other management employees of the City, except as modified by this Agreement.
- 16) Indemnity. The City will defend, indemnify and hold _____ harmless from all claims and actions arising out of _____'s employment which pertain to actions of _____ within the course and scope of his employment with the City, provided _____ acted in a manner which was reasonable and which would be commonly expected of a City Manager. It is noted that the City Charter limits the powers of an Interim City Manager with regard to the hiring and termination of City employees, requiring consent by the City Council on such actions. All provisions of this section will survive the termination of this Agreement and remain in effect after termination of _____'s employment with the City.
- 17) Notice. Any notice required or desired to be given pursuant to this Agreement will be given in writing by personal delivery or sent by certified mail, return receipt requested, postage prepaid to the Parties to this Agreement at their last known addresses. Notice will be deemed given as of the date of personal service or as of the date five (5) days following deposit of the notice in the United States mail.
- 18) Entire Agreement. Except as provided in this section, this Agreement contains the entire agreement concerning the employment of _____ and is not inclusive of any prior agreements, promises, inducement, representations, or warranties made by either Party pertaining to the employment of _____. Exceptions may be made either when the City makes modifications which apply to all employees of the City and _____ agrees to have this Agreement so modified, or as may be mutually agreed to, in writing, between the Parties.
- 19) Binding Effect. This Agreement will be binding upon the Parties and their respective successors in interest, heirs, and personal representatives.

_____’s rights and interest arising under this Agreement are personal and may not be assigned.

- 20) Governing Law. This Agreement will be governed by the laws of the State of Oregon.
- 21) Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof will be deemed severable and will not be affected and will remain in full force and effect.
- 22) Amendment/Modification. This Agreement will not be amended or modified except in writing and signed by the Parties.
- 23) Attorney Fees. In the event either Party initiates any suit, action, or appeal on any matter relating to this Agreement, the Court before which such suit, action, or appeal is taken will award, to the prevailing party, attorney fees that the Court deems reasonable and this award and all allowable costs may be either added to or deducted from the balance due under this Agreement or be a separate obligation, as appropriate.

Approved by the Yachats City Council on: _____, 2023.

Attest: _____

City of Yachats, Oregon _____

By: _____

Date:

Date: