

## EMPLOYMENT AGREEMENT CITY ADMINISTRATOR, CITY OF COBURG

**BETWEEN:** The City of Coburg (City)  
**AND:** Adam Hanks (Employee”)

### RECITALS:

A. The Charter of the City of Coburg provides that the Mayor may, with the consent of the City Council, appoint any city officers the City Council deems necessary.

B. Under the direction of the Mayor, the City advertised for the position of a City Administrator in March and April, 2023, interviewed qualified candidates, and selected candidate Adam Hanks for this position.

B. The City and Employee wish to enter into an Employment Agreement.

### AGREEMENT:

#### SECTION 1. TERM

The term of this Agreement shall be ~~three~~ years, beginning on July 31, 202~~4~~<sup>3</sup>, and ending on July 30, 202~~4~~<sup>7</sup>, unless terminated earlier pursuant to this Agreement. This Agreement, in its entirety, ~~will may~~ be automatically extended annually for ~~up to two an~~ additional one-year periods unless the ~~Council-City~~ specifically takes action to not renew this Agreement or negotiate ~~a~~ new agreement ~~terms~~.

#### SECTION 2. DUTIES AND HOURS OF WORK

##### A. DUTIES

The office of City Administrator is established as the administrative head of the City government. The City Administrator is responsible to the Mayor for the day to day supervision of the City, and to the City Council for the proper administration of all city business. The City Administrator will assist the Mayor and Council in the development of city policies, carry out policies established by ordinances and resolutions and perform such other legally permissible and proper duties and functions as the Mayor and Council shall assign as stated in the City Charter as follows:

- a. Plan and direct all administrative activities of the City, and take necessary actions to improve operations.
- b. Establish administrative procedures to increase the effectiveness and efficiency

of City government, according to current practices in local government, and consistent with approved policies established by City Council.

- c. Supervise and coordinate the City's administrative policies and procedures, including personnel policies and purchasing procedures.
- d. Provide information and advice to the Mayor, City Council, other public officials and the public on the City's operations.
- e. Act as the City's representative in such areas as labor relations, intergovernmental relations, conferences, conventions, and seminars related to public management.
- f. Delegate responsibility as necessary to accomplish the desired objectives.
- g. Attend meetings of the City Council and other boards and commissions as necessary to coordinate and satisfy the administrative needs of the City.
- h. Act to resolve operational conflicts, decide and implement alternate courses of action, formulate administrative policies, and otherwise make decisions in the best interest of the City's operations.
- i. Recommend for adoption by the Council such measures as he or she may deem necessary or expedient.
- j. Prepare and submit to the Mayor and Council such reports as may be required by that body, or as he or she may deem advisable to submit.
- k. Keep the Mayor and Council fully informed and advised of the financial conditions of the City and its future needs.
- l. Coordinate and supervise preparation of the preliminary budget for submission to the Mayor, and administer the budget after its adoption.
- m. Appoint and remove all employees of the City except the Municipal Judge and City Recorder. Exercise all supervisory duties over all employees of the City, including officers of the City, but excluding the Municipal Judge.
- n. Perform such other duties as directed by the Mayor.

## **B. HOURS OF WORK**

It is recognized that Employee must devote a great deal of time outside normal office hours to business of the City, often in excess of a 40-hour work week. To that end, employee may take reasonable compensatory time off during said normal office hours, provided notice is left with City Recorder, and provided such time off does not interfere with fulfillment of Employee's duties. Work in excess of an average 40 hour week shall be deemed part of the professional responsibility for which Employee shall not be paid overtime.

## **SECTION 3. COMPENSATION**

A. **BASE SALARY.** Employee's annual salary shall be \$11~~50~~,000, payable in installments at the same time as other employees of the City are paid and subject to customary withholding.

B. **ADJUSTMENTS.** Upon each anniversary of the current employment agreement, the City Council shall review Employee's performance annually to determine annual merit salary

increases of 2% unless City determines that the following performance indicators have not been adequately achieved over the preceding twelve months.

Performance Indicators:

- Community satisfaction with City operations and service levels
- Improvement of financial condition of the City
- Effective progress in Capital Improvements Plan (CIP) project execution
- High levels of staff support/satisfaction in Employee job performance
- High levels of Council support/satisfaction in Employee job performance

Employee shall also receive any cost of living adjustments (COLA) received by the administrative management employees of the City during the period of this Agreement.

#### **SECTION 4. BENEFITS**

A. **HEALTH AND LIFE INSURANCE.** The City shall provide Employee with the same health, long term disability, dental, and vision insurance benefits as are provided to other regular status employees when and as Employee becomes eligible for them.

B. **RETIREMENT.** The City shall provide Employee the same Oregon PERS retirement benefit under the same terms and conditions with respect to the employee contribution and employer contribution as is provided to the City's unrepresented, managerial employees and as eligible to the Employee by Oregon PERS.

C. **VACATION.** The City shall provide the Employee with vacation to be accrued at no less than 10 hours per month and is eligible for accrual increases consistent with the adopted employee policy/handbook, unless longevity increases this amount per employee policy. ~~Additionally, the employee shall receive a vacation bank of 40 hours upon hire.~~

D. **SICK AND HOLIDAY LEAVE.** The City shall provide Employee the same leave benefits as are provided to the City's unrepresented, managerial employees. ~~Additionally, the employee shall receive a sick bank of 20 hours immediately upon hire.~~

#### **SECTION 5. TECHNOLOGY**

Upon on hire, the Employee will be provided with a cell phone, I- Pad, and lap top upon request. All other Employee specific technology requests will be evaluated individually and limited to budget constraints. The City also recognizes and supports the important role of technology in the efficient and effective management and operation of the City and furthermore agrees to prioritize funding citywide technology advancements to the extent it is financially viable.

#### **SECTION 6. TRAINING & PROFESSIONAL ACTIVITIES**

The City shall, to the extent it is financially viable, budget and pay expenses for Employee's training opportunities, membership and participation in professional activities and conferences, including professional dues, ~~the League of Oregon Cities, and any other~~

~~membership fees and travel~~, which, ~~in the judgment of the Mayor by mutual agreement of the Mayor and Employee~~, are necessary and desirable for Employee's continued ~~participation~~, growth, and ~~advancement-development~~ as a Public Sector Chief Administrative Officer/City Administrator.

## SECTION 7. PERFORMANCE REVIEWS

The City Council shall review and evaluate the performance of Employee on at least an annual basis, and may review and evaluate Employee's performance on a more frequent basis if it determines that it is appropriate to do so. All such evaluations shall include a minimum of 30 day advance notification to Employee.

## SECTION 8. TERMINATION.

### A. DEFINITIONS

~~GOOD CAUSE~~—Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision, duty or obligation of this Agreement, City personnel policies, an ordinance of the City or the laws of the United States or the State of Oregon.

Any misconduct involving an act of moral turpitude, criminal illegality (except minor traffic violations), or habitual violations of traffic laws, whether or not related to Employee's official duties hereunder.

Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Employee of public or other funds or other property, real or personal, owned by or entrusted to the City, any agency or corporation thereof, or Employee in her official capacity.

Other misconduct, whether on or off the job, that reflects on the ~~City Administrator's Employee's~~ ability to function as City Administrator or that damages the City's reputation or image.

### B. TERMINATION EVENTS:

This Agreement shall terminate upon any of the following events:

1. Mutual written agreement of the Council and the Employee, signed by both the Employee and the designated representative of the City
2. Resignation ~~R~~etirement or death of the Employee
3. Termination of employment by City for "~~good~~-cause"
4. Termination by City without "~~good~~-cause"
- ~~5. Resignation by the Employee~~
65. Expiration of the term of this Agreement.

### C. SEVERANCE

In the event Employee is terminated by the City pursuant to Section B.4 or B.56 above, ~~and Employee is still willing and able to perform her duties under this Agreement,~~ severance shall be paid. City ~~may, at its option, either (a) shall~~ pay Employee a lump sum cash payment equal to ~~three-six~~ months base salary ~~from termination or expiration date, or (b) provide three (3) months advance written notice to Employee.~~ After three full years of service, the City will either (a) pay Employee a lump sum cash payment equal to three (3) months base salary, or (b) provide three (3) months advance written notice to Employee. However, if

If Employee is terminated “for ~~good~~ cause,” then City shall have no obligation to pay the severance sum or give notice under this provision. ~~The severance shall be payable in a lump sum at time of termination unless otherwise agreed to in writing by the Employer and the Employee..~~

#### **SECTION 9. RESIGNATION**

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time. In the event Employee voluntarily resigns prior to the expiration of the term of this Agreement, Employee shall give City ninety (90) days’ written notice, unless otherwise agreed in writing and, consistent with Section 8, C no severance will be paid. ~~In the event of voluntary resignation, no severance will be paid.~~

**SECTION 10. INDEMNIFICATION AND BONDING**

Consistent with the Oregon Tort Claims Act and applicable law, the City shall defend and indemnify Employee against any tort, professional liability claim or demand, or other legal action arising out of an alleged act or omission arising out of the course and scope Employee’s employment as City Administrator.

The City shall bear the cost of any bond required of Employee by any law or ordinance.

**SECTION 10. GENERAL PROVISIONS**

A. **PERSONNEL MANUAL.** Except as otherwise specified in this Agreement, the terms and provisions of the City’s Personnel Manual shall apply to the City Administrator.

B. **REVIEW BY INDEPENDENT COUNSEL.** Employee acknowledges that the City has advised Employee to have this Agreement reviewed by an attorney of their choice.

C. **EFFECTIVE DATE.** This Agreement shall be effective beginning July 31, 2023 and shall continue in effect until July 30, 2024, unless terminated earlier in accordance with this Agreement.

D. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be personally served upon the other Party, or sent by US Postal Service, postage prepaid and addressed to the appropriate Party as follows:

If to City: Mayor Nancy Bell  
City of Coburg  
PO Box 8316  
Coburg, OR 97408

If to Employee: Adam Hanks  
3366 Heather Way  
Eugene, Oregon 97405

E. **VOLUNTARY AGREEMENT.** Employee acknowledges understanding of the terms of this Agreement and has entered into it voluntarily.

F. **INTEGRATION.** The terms of the agreement are set forth completely in this written document. This Agreement supersedes all prior or contemporaneous oral and written agreements, understandings, and commitments. Employee acknowledges no reliance on any other representation or promises by the City, its agents, employees or representatives, except those contained in this Agreement.

G. **SEVERABILITY.** Any provision, or portion of any provision, in this Agreement that is held unenforceable, void, or unconstitutional shall not affect the remainder of the terms of this Agreement or any portion thereof which shall be deemed severable and shall

remain in full force and effect.

**H. MODIFICATION.** This Agreement may not be modified in any respect, except by a written agreement executed by both parties.

**IN WITNESS WHEREOF**, the City of Coburg has caused this Agreement to be signed and executed in its behalf by its Mayor, and Employee has signed and executed this Agreement.

CITY OF COBURG

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Nancy Bell, Mayor City of Coburg

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Adam Hanks, City Administrator