

**CITY OF SWEET HOME, OREGON
TEMPORARY EMPLOYMENT CONTRACT**

**For
CONSULTING TRANSITION CITY MANAGER**

A CONTRACT between the CITY OF SWEET HOME, OREGON (“City”), **Christy Wurster (“Employee”)**, (hereinafter collectively “Parties”)

WHEREAS, the City Council:

- A. Will appoint Jeff Lynn as City Manager Pro Tem to serve as such from August 22, 2022, through September 13, 2022 (or until Employee returns to the office following a prescheduled absence), and
- B. Hereby extends Employee’s City employment from and after August 22, 2022, in the capacity of Consulting Transition City Manager,

AND

WHEREAS, the City Council believes that it is in the public interest:

1. and necessary to take the actions described herein because the Sweet Home Charter prohibits extending Employee’s service as City Manager Pro Tem beyond August 22, 2022, and due to *force majeure*,
2. and necessary to maintain at least two (2) local City officials with bank check signature authority,
3. to transition City management and operations to the City’s next City Manager as seamlessly as possible,
4. to provide the new City Manager for an effective introduction to Oregon, the Sweet Home community, and local customs and laws,
5. to afford the new City Manager with an adequate opportunity to confer and consult concerning, *inter alia*, the strengths, opportunities and challenges of the City organization, and
6. to maintain for reasons of continuity access (for the Mayor, City Manager Kelcey Young, and for Acting-in-Capacity City Manager/City Manager Pro Tem Jeff Lynn during the period August 22, 2022 through September 13, 2022) to Employee in order to rely on her knowledge and familiarity during the period August 22, 2022 until released from this service commitment to the City by the Mayor and the successor City Manager,

AND

WHEREAS, the City Council finds that under the Charter the foregoing actions are necessary to provide continuity in the Office of City Manager until the successor City Manager is able to relocate to Sweet Home and begin her City service as City Manager,

THE CITY COUNCIL THEREFORE ENTERS INTO THIS EMPLOYMENT CONTRACT to set out the Parties’ understandings concerning executive city management service and consulting for the City as Consulting Transition City Manager.

IT IS AGREED:

1. Term

Employee shall remain continuously employed as City Manager Pro Tem through August 22, 2022, and thereafter for a limited term as a temporary employee of the City under the terms of this Contract which become effective on and after August 23, 2022. Effective August 23, 2022, Employee shall be reclassified from City Manager Pro Tem to Consulting Transition City Manager.

Employment under this Contract from and after August 23, 2022, shall be for an indefinite term which shall not extend beyond October 14, 2022, and which may be discontinued at any time in the discretion of City Manager Kelcey Young following her first week of regular employment, unless otherwise terminated as set forth in Section 5 below.

2. Employee Duties - Connectivity

The scope of Employee's duties and time of performance shall be as defined and requested by the City Manager Pro Tem or City Manager. Employee shall retain such authority and duties as the City may determine periodically, including bank and check writing/approval authority. Employee shall make herself available on site and/or remotely, at her discretion and insofar as her prior commitments and arrangements permit, including by cellular phone. Employee may retain the City cell phone and utilize it for City and reasonable personal purposes, including outside the continental United States, which use shall be regarded for all purposes as part of Employee's compensation.

3. Compensation

- A. City will continue to pay Employee \$72.12 per hour in wages payable on the same schedule as it pays the City's regular employees subject to all withholdings required by law.
- B. The Employee shall be paid eight hours of holiday compensation for each holiday observed by the City.
- C. City will continue to pay the premiums and Employee will be eligible for LTD, Life insurance and comparable benefits received by other management employees as if she were a full-time employee, except that Employee elects to maintain her current health care and dental benefits and will not enroll in the City plans.
- D. City agrees to provide workers' compensation insurance coverage for Employee.
- E. Employee will receive ICMA retirement benefit contributions consistent with those provided to City management employees for compensable hours worked and based in payroll.
- F. Employee will be granted leave from her responsibilities sufficient to attend to her personal priorities outlined in Section 8 of this Contract.
- G. Employee shall be entitled to receive and use executive leave accruals remaining in her leave bank offered to other management employees in recognition of periodic demands of the job.
- H. Employee will receive 8 hours of sick leave for the months of August and September, and 4 hours of sick leave in October.
- I. City agrees to provide the use of a city vehicle for city-related business or will reimburse Employee for mileage outside a ten (10) mile radius for City-related business.
- J. Employee agrees to give the City a bond for the faithful performance of her duties at the City's request. City agrees to locate the service provider, facilitate the process, and pay for the cost of the bond.

4. Supervision and Control

Employee shall report to the City Manager Pro Tem, or City Manager, as the case may be, in carrying out and implementation of her duties.

5. Separation

- A. Resignation. Employee may resign at any time with fourteen (14) days advance written notice to the City.
- B. Termination and Removal
 - a. Employee is an at-will employee serving at the pleasure of the City Manager once the next regular City Manager has commenced employment.
 - b. The City Council may terminate this Contract at any time for any reason or no reason at all, by a majority vote of its members.

6. Law of Oregon

The Contract shall be governed by the laws of the State of Oregon. Venue shall be in Linn County, Oregon.

7. Indemnification

Consistent with the Oregon Tort Claims Act, City shall defend, hold harmless, and indemnify the Employee against any claim or legal action arising out of the Employee's discharge of her duties under this Contract and within the scope of her employment whether such claims are made during the period of service or after that time for those services rendered by Employee during the service period. This indemnification obligation continues after this contract has expired.

8. Leave

Employee shall be deemed on paid leave during her absence during August and September until all accruals earned and not used during her City employment have been exhausted. Employee's current accrual entitlement (excluding sick leave) is approximately forty (40) hours inclusive of accruals to be earned during the term of this contract.

9. Assignment

The Employee may not assign any interest in this Contract and shall not transfer any interest in the same.

10. Modification

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

11. Waiver and Severability

In the event any provision of this Contract is held to be invalid or unenforceable, the remaining provisions will continue to be valid and binding upon the parties. The other party will not construe one or more waivers by either party of any provision, term, condition, or covenant as a waiver of a subsequent breach of the same.

12. Time of Essence

Time is of the essence for this contract.

EMPLOYEE

CITY OF SWEET HOME

Christy Wurster

Mayor