

**CITY OF WILSONVILLE
EMPLOYMENT AGREEMENT
CITY MANAGER – PRO TEM**

This Employment Agreement (“Agreement”) is made and entered into on the ____ day of December 2025, by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Bryan Cosgrove** (“Employee”), both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the City desires to continue to employ Bryan Cosgrove as City Manager Pro Tem of the City of Wilsonville, as provided by the Wilsonville City Charter and Section 2.105 of the Wilsonville Code; and

WHEREAS, Employee desires to serve as City Manager Pro Tem of the City of Wilsonville, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties and Work Hours

The City hereby agrees to employ Employee as City Manager Pro Tem of the City of Wilsonville. Employee agrees to devote his full-time efforts to performing the functions and duties of City Manager Pro Tem, as described in the Wilsonville City Charter and Section 2.105 of the Wilsonville Code, and to perform other legally permissible and proper duties and functions as the Wilsonville City Council (“Council”) assigns to him, including appointing and removing City employees. Employee’s normal work hours are generally 8 a.m. to 5 p.m.

Section 2. Employment Status and Contract Term

2.1. Employment is at all times AT WILL, meaning Employee can resign and the City can terminate Employee’s employment at any time, with or without cause. If Employee is not otherwise terminated earlier, as provided herein below, the term of this Employment Agreement will be for a three-month period, with an effective beginning date of January 1, 2026 and ending date of March 31, 2026. The parties agree this Agreement may be terminated before its stated end date upon the selection and hire of a new permanent City Manager.

2.2. The City and Employee acknowledge that Employee will be a retired public employee receiving benefits under the Oregon Public Employee Retirement System (PERS), and is subject to the laws, rules, and regulations governing employment of PERS retirees.

Section 3. Compensation

3.1. Base compensation for the term of this Agreement, will be SEVEN THOUSAND NINE HUNDRED AND SEVENTY FOUR DOLLARS AND EIGHTY SEVEN CENTS (\$7974.87) per pay period (“Salary”).

3.2. In addition to Salary, because Employee is required to use his personal vehicle to travel to attend to City business and his personal electronic devices to conduct City business, Employee will receive a Four Hundred Dollar (\$400) per month car allowance and a One Hundred Dollar (\$100) per month technology allowance. In addition to the foregoing, Employee will receive the benefits offered to City employees, as outlined in **Section 4** below. All of the foregoing are referred to as Employee’s “Total Compensation.”

Section 4. Other Benefits

4.1. The City will offer Employee a standard benefit package, including health, dental, and life insurance under the same terms and conditions as provided to City employees. In addition, City will continue all state and/or federal withholdings and contributions as required.

4.2. Employee will earn eight (8) hours of vacation leave and four (4) hours of sick leave per pay period. Any accrued vacation and/or sick hours will be forfeited upon termination of this agreement.

Section 5. Indemnification

The City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee’s duties as City Manager. The City may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. No indemnification shall apply to acts done outside the course and scope of employment.

Section 6. Bonding

The City shall bear the cost of any fidelity or other bonds required of Employee under any law or occurrence relating to Employee’s employment as City Manager.

Section 7. General Provisions

7.1 This Agreement shall constitute the entire agreement between the parties.

7.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

7.3 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, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7.4 This Agreement may only be amended in writing, signed by both the City and Employee.

7.5 Waiver of any provision of this Agreement, either by the City or Employee, shall not constitute a future waiver of that or any other provision of this Agreement.

7.6 This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon, and venue for any dispute shall be in Clackamas County.

7.7 This Agreement, along with the City's employment policies (as they may be amended and expanded from time to time), which have been or will be provided to and signed by Employee, sets forth the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, promises, or communications that are not contained herein.

IN WITNESS WHEREOF, the City of Wilsonville has caused this Agreement to be signed and executed in its behalf by its Mayor. Employee has signed and executed this Agreement. This Agreement may be signed in counterpart and with duplicate originals so that the City and Employee will both have an original copy of this Agreement.

DATED: _____, 2026.

CITY OF WILSONVILLE

EMPLOYEE

By: _____
Shawn O'Neil
As Its: Mayor

Bryan Cosgrove

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney