

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

A CONTRACT between the CITY OF SWEET HOME, OREGON ("City"), Christy Wurster ("Employee"). WHEREAS, the City and Employee believe it is in their mutual interest to enter into a written contract setting out their understandings concerning the Employee's provision of executive city management service for the City as the City Manager Pro Tem.

1. Term

The employee shall be hired as a limited term, temporary employee of the City from February 23, 2022 through and until August 22, 2022 unless otherwise terminated as set forth in Section 5 below. In no event will this Contract renew or extend beyond August 22, 2022 in accordance with the Sweet Home Charter.

2. Employee Duties

The scope of Employee's duties and time of performance are set forth in Exhibit A and are limited as set forth in Section 4 below. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Contract as if fully set forth.

3. Compensation

- A. City agrees 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 agrees to pay the premiums and Employee will be eligible for LTD, Life insurance and comparable benefits received by other management employees, 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 offered to other management employees in recognition of periodic demands of the job.
- H. Employee will receive sick leave in accordance with City policy.
- 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.
- K. Manager Pro Tem will be allowed use of city vehicle for work and "on call" purposes. Manager Pro Tem understands the use of the vehicle will be reported by the city and taxed according to the IRS rules. City-owned cars are provided solely for business activities and should not be used for any

other purposes other than di minimis stops. Manager's use will be consistent with City Policy regarding safety and use privileges.

4. Supervision and Control

Employee shall report to the City Council in carrying out and implementation of her duties. Employee will have the authority granted to the City Manager by Sweet Home Charter. Employee may only appoint or remove employees with Council approval, provided however that she may designate an acting Pro Tem City Manager in the event a personal absence warrants doing so in her judgment.

5. Separation

- A. Resignation. Employee may resign at any time with 14 days advance written notice to the Mayor.
- B. Termination and Removal
 - a. Employee is an at-will employee serving at the pleasure of the City Council under the Sweet Home Charter.
 - 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

All time off will be scheduled by the City Manager Pro Tem with the Mayor or his designee. Employee has identified personal commitments and will, at a minimum, be granted times of unavailability and away as follows: March 15-18 to attend the NW Manager's Spring Conference, May 31-June 6, and July 25-August 5. The parties understand that the Pro Tem City Manager's duties shall not preclude her from performing ongoing consulting services which Employee agrees to undertake in a manner which will not interfere with the duties and obligations 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.

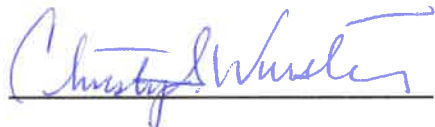
11. Waiver and Severability

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

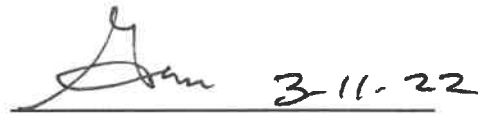
Time is of the essence for this contract.

EMPLOYEE



Christy Wurster

CITY OF SWEET HOME



Mayor

Exhibit A

Duties of the City Manager Pro Tem shall include those duties set forth under Sweet Home City Charter Section 20:

- To see that all ordinances are enforced
- To appoint all heads of departments and other city officers and employees, and remove them at pleasure, and to have general supervision and control over them, except as set forth in Section 4 of this Contract, Employee may appoint or remove employees only with the City Council approval.
- To see that the provisions of all franchises, leases, contracts, permits and privileges granted by the city are fully observed and to report to the council any violations thereof.
- To attend all meetings of the council unless excused therefrom by three councilors or by the mayor.
- To act as purchasing agent for all departments of the city. All purchases shall be made in accordance with the council approved city purchasing policy.
- To examine or cause to be examined, without notice, the official conduct of any officer, assistant, deputy, clerk or employee in any of the departments of city government, except councilors.
- To keep the council advised to the needs of the city.
- To prepare and submit to the budget committee the annual budget estimate and such reports as may be required by that body.
- To submit to the council an annual report of all departments of the city and such other reports as the council may require.
- To prepare or cause to be prepared plans and specifications for work coming under her supervision which the council orders, and to provide such plans and specifications in sufficient number and in ample time to give full opportunity for all contracts who desire to bid thereon to do so.
- To have control, subject to such ordinances as may from time to time be adopted, for all public utilities owned or operated by the city.
- To have general supervision over all city property and its use by the public or city employees.
- To appoint such advisory boards as she may deem desirable to advise on, assist her in her work; but the members of such boards will receive no compensation as such board members.
- To perform such other duties as may be required by the charter or as the council may require of her.
- From time to time, in order to facilitate the prompt, economical and efficient dispatch of city business, to organize the work of the departments under her control, to assign assistants, deputies, and employees from any office or department of the city government to perform work or service in connection with any other office or department thereof, or to work in more than one said offices or departments thereof; provided, that no such change shall affect the powers or duties of any elective officer to the city.
- To serve as the city recorder and such to be clerk of the council, keep an accurate record of its proceedings in a book provided for that purpose, and countersign all instruments and writings by the charter or by the laws of the state or the city.

The City Manager Pro Tem shall determine her work hours but shall generally be available during city business hours and times she and City staff expect that she will be present. Additional hours may be

required for evening meetings. She shall prioritize the City's needs in the FY 2022-2023 budget process and those related to planning and economic development.

