

City of Brookings

SPECIAL MEETING AGENDA

CITY COUNCIL

Tuesday, November 22, 2022, 3:00 P.M.

City Hall EOC, 888 Elk Drive, Brookings, OR 97415

The City Council will meet in Executive Session at **3:00 PM**, in the EOC, under the authority of ORS 192.660(a) "To consider the employment of a public officer, employee, staff member or individual agent."

SPECIAL MEETING

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Staff Reports

1. City Manager Pro Tem Compensation

E. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, at Brookings City Hall and at Chetco Community Public Library. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

If you would like to view the City Council Meeting live, you can via:

-Television – Charter Channel 181

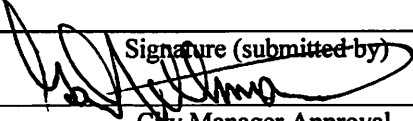
-Internet – Go to the City of Brookings website at <http://www.brookings.or.us>

Watch Meeting Live instructions: 1. Visit the City of Brookings website home page. 2. Click on Government (top page). 3. Click on City Council (right side). 4. Under Agenda & Meetings click Watch Meeting Live. 5. You will need to download the VLC Media Player. Follow directions and links for your device.

CITY OF BROOKINGS
COUNCIL AGENDA REPORT

Meeting Date: November 22, 2022

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: City Manager Pro Tem Compensation

Background/Discussion: The City Council will discuss and provide direction with respect to compensation for the position of City Manager Pro Tem.

Attachment(s):

- a) Temporary Employment Agreement

**CITY OF BROOKINGS, OREGON
TEMPORARY EMPLOYMENT AGREEMENT**

This Agreement is entered between the CITY OF BROOKINGS, OREGON ("City") and **CHRISTY WURSTER** ("Employee") (hereinafter "Parties") to establish Employee's terms of employment as City Manager Pro Tem.

The City Council has determined that it is in the public interest to appoint Employee to serve the City and community in this role, and that Employee is uniquely qualified and prepared based on her career service in municipal management. Employee is willing to serve the City in the capacity of City Manager Pro Tem.

THEREFORE, the parties elect to enter into this employment agreement and fix the terms hereinafter set forth.

IT IS AGREED:

1. Term

Employee is hereby hired and appointed as a limited term, temporary employee of the City for six months from December 1, 2022 through May 31, 2023 until such time as the City Manager can assume the duties and responsibilities as City Manager, unless otherwise terminated as set forth in this Agreement.

2. Employee Duties

Employee's duties and responsibilities shall be those set forth in the Brookings City Charter, limited as described in Section 4 below and the Charter itself.

City Manager Pro Tem is a salaried employee who must devote a great deal of time outside the normal office hours on business for the City. To these ends, the City Manager Pro Tem may establish an appropriate work schedule and adjust her regular hours of work, including time attending to duties in the City Hall office, provided that her work schedule permits sufficient attendance to the functions of the City, enables satisfactory fulfillment of the Manager's duties, and is adequate and responsive to the needs and expectations of City staff and the public.

3. Compensation

- A. City shall compensate Employee on the salary basis and predicated on an annual salary in the amount of One Hundred Fifty-Five Thousand (\$155,000) per year, subject to withholdings as required by law.
- B. Employee will work full-time as the City Manager Pro Tem and remain available to devote her full time and attention to the duties of the position, subject to the following:
 - a. This Agreement shall not be construed as restricting Employee's personal activities as a volunteer, non-profit board member, or any other civic or personal endeavor customarily regarded as service and not principal employment.

- b. Employee shall be allowed to work in her capacity as a consultant for no more than 10 hours per week, unless otherwise approved by the City Council. Employee agrees that this work is to be performed outside of city hours.
 - c. Employee will make every effort to be available remotely during any scheduled time away from the office (i.e. conferences and scheduled vacations). Employee currently has an approximate ten (10) day period from January 14, 2023 through January 22, 2023 when she has committed and arranged to be out-of-state. Employer agrees to grant her paid leave during this time from her accumulated vacation leave.
 - d. Whenever working remotely, Employee will maintain her availability by cellular telephone and email.
 - e. Employee shall be entitled to receive any cost-of-living increases awarded to any other management employee through the duration of this agreement.
- C. Employee will accrue vacation time off at the rate of two (2) days per month as time off with pay, which shall accumulate from month to month. In addition, City will award Employee with five days of paid vacation leave upon her first day with the City. Any remaining time not taken or used as paid time off will be paid to Employee as part of her final paycheck.
 - D. Employee will accrue one (1) day per month of paid executive leave. Employee will be paid for any remaining time not used as part of her final paycheck.
 - E. City will pay both the employer and employee contribution to Oregon PERS and make contributions to PERS based on subject compensation as provided for in Oregon law under the PERS plan statutes and PERS administrative rules.
 - F. City will pay the premium for insurance coverages for herself and her dependents under the City's group health, vision, dental and prescription coverages. If employee participates in a high-deductible health insurance plan, City will contribute funds into an HSA or similar plan equal to the family deductible.
 - G. City will pay the premium for life insurance coverage for Employee in the amount of \$250,000.
 - H. The City will pay a one-time contribution to a deferred compensation plan for Employee in the amount of one thousand five hundred dollars (\$1,500), or in the alternative, contribute a like amount to Employee's pre-existing Mission Square deferred compensation plan account if available.
 - I. City shall provide workers' compensation insurance coverage for Employee.
 - J. Employee will receive sick leave benefits at the rate provided to other management employees.
 - K. Employee shall be entitled to observe paid holidays on the same basis as other city management employees.
 - L. Employee shall receive an automobile allowance of three hundred fifty dollars (\$350) monthly in lieu of mileage accounting and reimbursement and shall use her personal vehicle for job-related transportation. The City will reimburse business related mileage expenses for travel distances beyond twenty-five miles from City Hall undertaken on City-business.
 - M. Employee shall receive a housing stipend of one thousand five hundred dollars (\$1,500) per month to help offset the cost of temporary housing during her employment with the City. Should the City terminate this employment agreement for any reason whatsoever, the City agrees to pay any remaining balance on her six-month lease at the rate of two thousand dollars (\$2,000) monthly.
 - N. The City will arrange for and pay the cost of a surety bond which Employee must obtain, if any.

- O. City shall provide to Employee a City cell phone, City lap top computer, remote VPN access to City computer servers, data bases and information necessary to the discharge of her duties, and a City email account.
- P. Employee shall be provided with any and all other benefits as are provided to a majority of Department Directors.
- Q. City agrees to budget for and pay for professional dues and subscriptions of Employee necessary for her continuation and participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation and growth and advancement, and the good of the city.
- R. City agrees to budget for and pay for attendance, travel and reasonable subsistence expenses of employee for official travel and professional development, including, but not limited to, the League of Oregon Cities Spring Conference, the spring Oregon City Management Association workshops and summer conference, and the ICMA/OCCMA spring NW Regional Manager's Conference.
- S. City recognizes that certain expenses of non-personal and generally job affiliated nature are incurred by Employee and hereby agrees to reimburse or pay said general expenses and the Finance Department is hereby authorized to disburse such money upon receipt of duly executed expense receipts, statements, or personal affidavits.
- T. The City shall pay Employee a reasonable consulting fee and travel expenses should she be required to serve as a witness, advisor or consultant to the City regarding pending or active litigation following her employment by the City.

4. Supervision and Control

Employee shall report to the Mayor and City Council in the discharge of the duties of her position and shall have the full authority granted to the City Manager Pro Tem by the City of Brookings Charter. Employee may appoint or remove employees only with Council approval, provided however that she may designate an acting Pro Tem City Manager in the event personal absence warrants doing so in her judgment.

5. Separation

- A. Resignation. Employee may resign at any time with fourteen (14) days advance written notice to the Mayor.
- B. Termination and Removal.
 - a. Employee is an at-will employee who serves at the pleasure of the City Council.
 - b. The City Council may terminate this Agreement at any time for any reason or no reason at all, by majority vote of its members.

6. Law of Oregon

This Agreement shall be governed by the laws of the State of Oregon. Venue for court jurisdiction over any dispute involving this Agreement 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 Agreement 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.

9. Assignment

Employee may not assign any interest in this Agreement and shall not transfer any interest or delegate any responsibility except those which she assigns to City employees. The services hereby contracted for a personal and shall be performed exclusively by Employee.

10. Modification

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the Parties.

11. Waiver and Severability

In the event any provision of this Agreement is held 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, or condition of this Agreement as a waiver of a subsequent breach of the same.

12. Time of Essence

Time is of the essence in the performance of this Agreement.

EMPLOYEE

CITY OF BROOKINGS

Christy Wurster

Ron Hedenskog, Mayor