

Interim Public Works Director Employment Agreement

CITY OF RAINIER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of August, 2023 by and between the City of Rainier, Columbia County, Oregon, an Oregon municipal corporation herein referred to as “City,” and Patrick McCoy, herein referred to as “Employee,” both of whom agree and understand as follows:

WITNESSETH

WHEREAS, City desires to formalize by contract the employment of Employee as the Interim Public Works Director for the City of Rainier; and

WHEREAS, Employee desires to accept such contract with the City of Rainier, Columbia County, Oregon under the terms and conditions specified in this Agreement;

NOW, THEREFORE, inconsideration of the recitals contained above and the mutual covenants contained herein, the City and Employee agree as follows;

AGREEMENT

1. Duties

Employee shall serve as the Interim Public Works Director of the City of Rainier, and use his best efforts and devote his time to perform the functions and duties specified in the Job Description (Appendix A), Charter, Ordinances and Resolutions of the City of Rainier, the governance policies of the City of Rainier, and as required by applicable local, state and federal law, and to perform other legally permissible and proper duties and functions as reasonably assigned from time to time by the City Administrator without additional compensation.

Employee also agrees to include his contractual duties as City Forester as part of the Interim Public Works Director position, as described in Appendix B.

2. Terms

2.1 The effective date of this Agreement is September 1, 2023, and Employee will report to work and begin his employment with the City on this day. The Agreement shall expire on December 31, 2023.

2.2 Employee’s employment with the City is “at will” and serves at the pleasure of the Mayor, Council and City Administrator. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Administrator, with a majority vote of the City Council, to terminate the services of Employee at any time, with or without notice for any lawful reason.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with City subject only to the provision that

Employee gives a thirty (30) day written notice to the City Administrator. City may also provide a thirty (30) day written notice to Employee to terminate this Agreement.

3. Termination

3.1 If City reduces Employee's salary, or if City refuses to comply with any provision benefiting Employee under this Agreement, then Employee may, at his option, deem this Agreement terminated at the date of such reduction or refusal to comply.

4. Compensation

4.1 For all services rendered by Employee under this Agreement, City agrees to pay Employee a monthly compensation in the amount of \$4583.33.

4.2 The City shall provide for membership and licensure fees in organizations deemed appropriate by the City or required for the position. The City shall provide tuition, fees and expenses to include travel, accommodations and meals for attending such conferences, seminars, meeting and training as deemed appropriate by the City. Organizations for licensure deemed appropriate by the City include but are not limited to the Oregon Board of Engineering Examiners, Oregon Health Division and the Oregon Department of Environmental Quality.

5. Hours of Work

5.1 Employee agrees to work 20 hours per week under the terms of this Agreement.

5.2 Employee shall accrue 6.67 hours of vacation time per month.

5.3 In the event of resignation, retirement or termination of Employee, Employee shall be paid the cash equivalent in a lump sum for his accrued vacation.

5.4 Employee shall accrue sick leave of one hour for every 20 hours worked.

5.5 In the event of resignation, retirement or termination of Employee, compensation for unused sick leave will be as provided by City for other employees of the City (unpaid).

5.2 Employee agrees to report all hours worked on a time sheet submitted to the City Administrator monthly.

6. Other Terms and Conditions of Employment

6.1 Employee shall be eligible for all holidays.

6.2 The City recognizes Patrick McCoy, dba D. McCoy Inc., has a forestry business and current obligations and agrees to work with him to allow completion of existing contracts.

7. Bonding

City shall bear the full cost of fidelity or other bonds required of Employee.

8. Indemnification

City agrees to defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions and legal proceedings brought against Employee in his official capacity as agent and Employee of the City to the extent Employee was acting within the scope of his employment

or duties as required by the Oregon Tort Claims Act as defined in Oregon Revised Statute 30.260 et seq.

8. Attorney's Fees

8.1 In the event of any arbitration proceeding or other suit or action arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs in connection therewith; provided, however that the prevailing party is not entitled to request, move for or be awarded any "enhanced fees" or fee multiplier in connection with a request or motion for its attorney fees.

9. Waiver of Breach

Waiver by the City or Employee of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or a waiver of this provision.

10. General Provisions

10.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to all or part of the subject matter herein. No representations, oral or written, modifying or contradicting the terms of this Agreement have been made by any party except as contained herein. This Agreement may not be amended, modified or canceled except as provided herein or by written agreement of the parties signed by the party against whom enforcement is sought.

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

10.3 If any provision, or 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.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without reference to principles governing choice or conflicts of laws.

IN WITNESS WHEREOF, The City of Rainier has caused this Agreement to be executed in its behalf by its Mayor and City Administrator, and Employee has signed and executed this Agreement, both in duplicate, as of the day and year first written above.

City of Rainier

City of Rainier

By: Jerry Cole
Mayor

By: W. Scott
Jorgensen
City
Administrator

Employee

By: Patrick McCoy
