

**CITY ADMINISTRATOR PRO TEM
EMPLOYMENT AGREEMENT**

BETWEEN: City of Lafayette ("City")
AND: Joseph Wrabek ("City Administrator Pro Tem")
DATED: July 27, 2010

RECITALS

- A. The Charter of the City of Lafayette provides that a majority of the members of the City Council shall appoint a City Administrator Pro Tem for purposes of acting as the City Administrator Pro Tem from the effective date herein until a permanent City Administrator is selected and hired by the City.
- B. City desires to employ the services of a City Administrator Pro Tem, and **Joseph Wrabek** desires to serve in that capacity, on the following terms:

AGREEMENT

Section 1. Duties.

- A. City Administrator Pro Tem agrees to perform the following duties:
1. Manage existing City projects;
 2. Recruit, identify and hire an Assistant to the City Administrator;
 3. Recruit a permanent full-time City Administrator; and
 4. Act as the Election Official for the City.
- B. City Administrator Pro Tem understands that he will be required to attend all meetings of the City Council unless excused by the Council or Mayor. City Administrator Pro Tem recognizes that the City Council is the policy-making body of the City and agrees to respond promptly and equally to any and all members of the Council regarding their concerns. City Administrator Pro Tem shall have the additional duties set forth in the City Charter for a person appointed City Administrator Pro Tem.

Section 2. Term and Renewal of Term.

- A. The term of this City Administrator Pro Tem shall expire on **December 31, 2010, at which time the City Council will review the City Administrator Pro Tem's employment and will renew this Agreement if all parties are satisfied with the work performed by the City Administrator Pro Tem.**

Section 3. Termination.

- A. The City Administrator Pro Tem serves at the pleasure of the City Council, is an at-will employee, and may be removed from this position without cause at any time.
- B. In the event that City Administrator Pro Tem's employment is terminated by the City, the City agrees to pay City Administrator Pro Tem's regular salary pro-rated to the last day of his employment.
- C. In the event of voluntary resignation, City Administrator Pro Tem shall provide thirty (30) days written notice to the Council, and, if requested by Council, a plan for recruiting a replacement City Administrator Pro Tem of the City.
- D. The parties may terminate this Agreement by mutual consent in writing at any time.

Section 4. Compensation.

Base Salary. City agrees to pay City Administrator Pro Tem a monthly salary in the amount of \$5,667.00, payable in equal bi-monthly payments on the 15th and last day of each month. The City Administrator Pro Tem's position is exempt from the overtime provisions of the Fair Labor Standards Act and is not eligible for overtime pay.

Section 5. Indemnification.

The City shall defend and indemnify City Administrator Pro Tem against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of City Administrator Pro Tem's duties as City Administrator Pro Tem, in accordance with its duties and obligations under ORS 30.285 *et seq.*, unless prohibited by law. City Administrator Pro Tem's duties do not include the commission of any criminal act or intentional tort. This indemnification shall include the cost of defense, provided that the City will choose or approve legal representation for City Administrator Pro Tem and will retain

control over the defense of the claim, including the sole power to compromise and settle any claim or action and pay the amount of the settlement or judgment.

Section 6. Other Terms and Conditions.

- A. If any provision, or any portion thereof, contained in this Agreement, is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected and shall remain in full force and effect. It is the intent of the parties that this Agreement and the appointment of the City Administrator Pro Tem be, in all aspects, in compliance with the provisions of the Charter relating to this position. If any provision of this Agreement is capable of two constructions, only one of which complies with the Charter, the construction that complies with the Charter shall control. If any provision of the Agreement conflicts with the Charter, the Charter shall control and the conflicting provision of this Agreement shall be of no effect. All other provisions not in conflict with the Charter shall remain in full force and effect.
- B. The parties may, from time to time, agree to modify the terms of this Agreement, provided that the amendment is reduced to writing and made a part of this Agreement.
- C. Upon accepting appointment, the City Administrator Pro Tem shall furnish the City a bond in the amount and with a surety approved by the Council. The City shall pay the bond premium.

Section 7. Review by Independent Counsel.

City Administrator Pro Tem acknowledges that the City has advised **him** to have this Agreement independently reviewed by an attorney of his choice.

Section 8. Voluntary Agreement.

City Administrator Pro Tem acknowledges that **he** understands the terms of this Agreement, that **he** has entered into it voluntarily, and that the complete terms of the parties' agreement are set forth in this written document. City Administrator Pro Tem further acknowledges that **he** has not relied on any other representations or promises by the City, its agents, employees or representatives except those contained in this Agreement.

IN WITNESS WHEREOF, the City of Lafayette has caused this Agreement to be signed and executed on its behalf by its Mayor, and by the City Administrator Pro Tem on the day and year first above written.

CITY

CITY ADMINISTRATOR PRO TEM

CITY OF LAFAYETTE

By: 

Name: CHRIS HEISLER

Its: MAYOR


JOSEPH WRABEK, Individually