



Staff Report

For City Council Meeting - 3/3/2021

Subject - New Business - Fire Chief Bill Eddy Retirement Agreement

Synopsis: Fire Chief Bill Eddy has decided to retire after 37 years of service for the City of Gearhart. With this agreement, the City will rehire him as an interim Fire Chief. Chief Eddy will continue to serve as Fire Chief and assist the city in finding his replacement.

Council Options:

- 1) Council makes a motion to enter into the attached agreement.
- 2) Take other action desired by the Council;
- 3) Do nothing.

Recommendation: Staff recommends the council enter into this agreement with Chief Eddy. His time and support have been extremely valuable to the city, and the staff is pleased that he has agreed to assist in finding his replacement.

Legal Analysis: The City Attorney has reviewed this agreement

Financial Analysis: The spouse's insurance coverage will be approximately \$820 per month for up to 19 months until one month before the spouse turning 65, March 2023.

Respectfully submitted,



Chad



Employment Agreement

THIS AGREEMENT made and entered into on this 3rd day of March 2021 between The City of Gearhart, Oregon, a duly formed Incorporated City under ORS 221, hereinafter referred to as "City," and William H. Eddy, Interim Fire Chief, hereinafter referred to as "Chief."

It is hereby agreed as follows:

Section I Employment

The City of Gearhart employs William H. Eddy, and William H. Eddy accepts employment pursuant to the terms and conditions of this agreement.

Section II Term/Non-Renewal

The initial term of this Agreement shall begin on April 1st and shall terminate on **July 1st** and be renewed for a period of up to 3 additional months.

Section III Duties

Employee's title is Fire Chief, and in consideration of the compensation and benefits to be paid by the City, the Chief hereby agrees:

- A. To initiate, administer and supervise all fire department services.
- B. To initiate, administer and supervise all fire functions and programs of the fire department.
- C. To supervise the maintenance and upkeep of any facilities and equipment owned or maintained by the fire department and recommend to the City the acquisition of new or sale of used equipment and facilities.
- D. To administer the approved budget, keep and maintain proper financial records for the fire department, and cause an annual budget to be produced promptly.
- E. To hire and terminate all personnel necessary to carry out the business of the fire department.
- F. To perform all functions necessary to completely and fully administer the Fire Department following the directives and policies of the City.



- G. To perform and participate in on-going professional development training and attend conferences and seminars appropriate to the Fire Chief position.
- H. To assist and coordinate the hiring of a new Fire Chief.
- I. Respond to and actively participate in Emergency Incidents when available.

The Chief shall be bound by all rules, regulations, and policies now in existence or hereinafter adopted by the City and Fire Department and shall administer the Fire Departments' affairs in accordance therewith and according to the laws of the State of Oregon.

Section IV Compensation

The City shall compensate the Chief as set forth below.

- A. Salary: Chief's base salary shall be \$45 per hour commencing on April 1st, 2021.
- B. The Fire Chief is encouraged to work an average of 30 hours per week. It is expected that the Chief flex his schedule to cover evening meetings (i.e., Council and District Board meetings, if needed), drills/training, fire department meetings, and fire department incident response.

Section V Benefits

The following items A through F are hereby identified as benefits for the purposes of this Agreement.

- A. The Interim Fire Chief will accrue 8 hours of PTO (paid time off) per month.
- B. Use of City property as per City policy.
- C. Health Insurance (medical, vision, and dental) equivalent to the current city policy for the Fire Chief and spouse.
- D. Health insurance shall extend 30 days after contract termination for Fire Chief and spouse.
- E. After contract termination, health insurance (via COBRA provision) for the spouse shall be reimbursed to the Chief until one month prior to the spouse turning 65, which is March 2023.



- F. The Interim Fire Chief shall be granted holidays (which shall be applied to the regular workweek); holiday pay is per City Policy.

The listing of benefits set out in this paragraph describes the significant benefits included in this Agreement. Other benefits may apply as outlined in policies adopted by the City.

Section VI Types of Discipline

As interim fire chief, Chief Eddy is subject to the same policies and discipline process as stated in the employee handbook.

Section VII Grounds and Process for Discipline and Termination

- A. The Chief's employment may be terminated under this Agreement "at will." The Chief is, at all times, an "at-will" employee who can be terminated at any time, with or without cause. Nothing in this agreement is to be interpreted as changing the Chief's status as an "at-will" employee.
- B. The City may also terminate the employment of the Chief following the grounds and process set forth herein.

(1) Termination With and/or Without Cause by City.

Health insurance shall continue per Section V. The Chief acknowledges that this contract provision cannot be changed or modified by any statement or policy of the City which would tend to indicate that he may not at any time be dismissed without cause or that the Chief is other than an "at-will employee." Acceptance of severance pay by the Chief shall constitute a waiver and release of all claims of the Chief and any persons legally entitled to assert claims as a result of the Chief's dismissal, against the City, its councilors, employees, volunteers, agents, or representatives, whether known or unknown to the Chief at the time such severance pay is accepted.

- C. Termination by Chief.

The Chief shall have the right to terminate this Agreement at any time by giving 15 days' notice thereof, in writing, to the City. In such an event, the Chief shall continue to render services and be paid regular compensation and benefits up to the date of termination; health insurance shall continue per Section V.



Section VIII Waiver of Breach

Waiver by the City of any breach of any provision of this Agreement shall not operate nor be construed as neither a waiver of any subsequent breach nor a waiver of this provision.

Section IX Amendments

Neither amendment nor variation of the terms and conditions of this Employment Agreement is valid unless the same is in writing, references this Agreement, and is signed by both parties.

Section X Exclusive Term/Assignment

The provisions of this Agreement are for the parties' benefits solely and not for the benefit of any person, persons, or legal entities. Neither this Agreement nor any rights hereunder may be assigned by either party.

Section XI Severability/Scope

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, all other provisions shall remain in full force and effect. If any provision is found to be overbroad in scope or duration, the breadth of the provision shall be reduced to the maximum allowable by law.

Section XII Representation

At all times, the City has been represented by its attorney. The Chief acknowledges that the Chief always had the right to and the availability of independent counsel of the Chief's choosing regarding this Agreement, whether or not the Chief chose to exercise that right.

Section XIII Paragraph Headings

Headings are used solely for convenience and are not to be used in construing or interpreting the Agreement.

Section XIV Governing Laws

The laws of the State of Oregon shall be used at all times to interpret and govern the interpretation in the enforcement of this Agreement.



Section XV Entire Agreement

The parties agree that this instrument represents the entire Agreement between the parties and that all prior representations, promises, or statements merge with the written Agreement and, unless specifically set out herein, are not enforceable.

IN WITNESS WHEREOF, the City of Gearhart, acting through The City Council, has authorized this Agreement to be signed and executed by the Mayor and City Administrator on this ____ day of ____ 20__. The Chief has executed this Agreement on the date entered below. Each party acknowledges the receipt by their signature of a signed copy of the Agreement.

City of Gearhart:

William H. Eddy

By _____
Mayor

Fire Chief

Date: _____

Date: _____

City Administrator

Attest: _____

Date: _____