

RESOLUTION NO. 2025-46

A Resolution appointing Adam Garvin to the position of City Manager on an interim basis and authorizing execution of an employment agreement for that appointment.

RECITALS:

Whereas, On June 24, 2025, with Resolution 2025-31, the City Council initiated a formal recruitment process to identify an interim City Manager; and

Whereas, pursuant to the City Charter, the City Council has the authority to appoint an interim City Manager to serve in this capacity until a permanent City Manager is appointed; and

Whereas, the appointment of an interim City Manager is necessary to ensure operational continuity, provide leadership to city staff, and maintain oversight on key projects and initiatives; and

Whereas, following a competitive recruitment process, with Resolution 2025-43, the City Council authorized staff to negotiate terms for the employment of Adam Garvin as interim City Manager; and

Whereas, City Charter Section 22 and McMinnville Municipal Code Section 2.08.020 require a fidelity bond in an amount fixed by the council conditioned upon faithful performance by a City Manager of such duties with the premium of such bond to be paid by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY of McMinnville, OREGON, as follows:

1. That Adam Garvin is hereby appointed to the position of City Manager on an interim basis according to the terms of the employment agreement attached hereto.
2. The Mayor is authorized to execute the attached Employment Agreement.
3. That the purposes of a fidelity bond are met with the City's \$500,000 Excess Crime Coverage Policy through CIS.
4. This Resolution shall take effect immediately upon its adoption.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 12th day of August, 2025, by the following votes:

Ayes: Geary, Cunningham, Tucholsky, Chenoweth, Peralta

Nays: _____

Approved this 12th day of August, 2025.



MAYOR

Approved as to form:



City Attorney

Attest:



City Recorder

Attachments:

- A. Employment Agreement

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between the **City of McMinnville** ("City") and **Adam Garvin** ("Interim City Manager") for the purpose of establishing a professional employment relationship. In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

SECTION I: EMPLOYMENT AND DUTIES

- A. The City agrees to employ Adam Garvin as the Interim City Manager, and Adam Garvin accepts employment with the City of McMinnville in that capacity.
- B. The Interim City Manager shall have general supervision over the administrative affairs of the City and general control over all City employees and shall perform such other duties as may be assigned or prescribed by the City Council.
- C. The Interim City Manager shall be responsible for implementing the goals and objectives established by the City Council and for providing regular updates to the Council regarding progress toward those goals.
- D. The job description for the City Manager is attached to and incorporated into this Agreement by reference as Exhibit A.
- E. The Interim City Manager is generally expected to maintain a regular schedule of Monday through Friday, 8:00 a.m. to 5:00 p.m. However, it is recognized that the position may require additional time outside these hours, and the Interim City Manager is authorized to adjust the work schedule as necessary to meet the needs of the City.

SECTION II: TERM

This Agreement shall commence on August 18, 2025, and continue until appointment and hiring of a City Manager, unless terminated earlier as provided in this Agreement. Appointment and hiring of a City Manager is expected to occur between nine (9) and twelve (12) months from commencement of this Agreement but may be longer or shorter. Parties may, by mutual written agreement, extend this term up to one (1) month to accomplish onboarding/training of a City Manager. If such an extension occurs, the City may, at its sole discretion, amend or remove any or all of the job duties of the Interim City Manager for the extension term.

This Agreement does not create a contract for a definite term of employment and does not alter the at-will nature of the employment relationship.

SECTION III: TERMINATION AND SEVERANCE

This Agreement may be terminated at any time:

- By the City, without cause, upon thirty (30) days' written notice;
- By the Interim City Manager, upon thirty (30) days' written notice to the City Council.

Upon receipt of such written notice, parties may mutually agree, in writing, to a reduction or waiver of the notice period.

In the event of a for-cause termination, this Agreement shall not be deemed to waive statutory or constitutional rights or remedies otherwise available to the Interim City Manager. The Interim City Manager's employment with the City may be terminated immediately in the sole discretion of a vote of at least four (4) members of the City Council upon the occurrence of any of the following events:

- a. The Interim City Manager fails, refuses, or is unable to comply with the written policies, standards, and regulations of the City that are in existence at the time, or fails, refuses, or is unable to comply with any then-current state or federal laws.
- b. The Interim City Manager is convicted of any felony or other crime involving moral turpitude.
- c. The City Council has reasonable cause to believe the Interim City Manager has committed fraud, misappropriated City funds, goods, or services for the Interim City Manager's own benefit, or other acts of misconduct that cause injury to the City or affect the Interim City Manager's ability to perform their job.

Upon termination, the City's obligations under this Agreement shall cease, except for compensation and benefits accrued through the date of termination.

SECTION IV: COMPENSATION AND BENEFITS

- A. Salary. The Interim City Manager's base salary shall be \$198,120 per year. The salary will be paid to the Interim City Manager at the same time as all regular budgeted non-represented full-time employees of the City.
- B. Vacation. The Interim City Manager will be credited with forty (40) hours of vacation at the time of hire. The Interim City Manager will accrue vacation at the rate of five (5) hours per pay period for a total of fifteen (15) accrued vacation days per year. In the event employment with the City is terminated, either voluntarily or otherwise, the Interim City Manager will be paid an amount equal to the value of their accrued vacation hours.
- C. Sick Leave. The Interim City Manager will be credited with forty (40) hours of sick leave at the time of hire. The Interim City Manager will accrue sick leave at the same rate as other regular budgeted non-represented full-time employees of the City: currently four (4) hours per pay period. In the event employment with the City is terminated, either voluntarily or otherwise, sick leave will not be compensated for.
- D. Retirement. The City agrees to contribute to the Public Employees Retirement System (PERS), on the Interim City Manager's behalf, a percentage amount equal to the percentage given to other non-represented employees, in accordance with State law. This is currently 6%, which is allocated based on State legislation.
- E. Management Leave. The Interim City Manager will be credited with forty (40) hours of management leave at the time of hire. In the event employment with the City is terminated, either voluntarily or otherwise, management leave will not be compensated for.

- F. Holidays. The Interim City Manager will receive holiday leave consistent with that provided to other non-represented, regular full-time employees of the City. Currently, those holidays include New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving, and Christmas Day.
- G. Floating Holidays. The Interim City Manager will accrue floating holiday leave at the same rate as other regular budgeted non-represented, full-time employees of the City. This is currently two (2) days per year.
- H. Health Insurance. The Interim City Manager shall be eligible to receive medical, dental, and vision coverage for themselves and their eligible dependents, with the City covering 90% of premium costs, consistent with coverage provided to non-represented, regular full-time City employees.
- I. VEBA Contributions. The Interim City Manager will receive an annual contribution to their VEBA account in the same amount provided to non-represented, full-time employees. This is currently equivalent to the deductible of the selected health plan.
- J. Life Insurance and Long-Term Disability. The City will provide, and make the premium payments for, the same long-term disability and/or life insurance coverage for the Interim City Manager as for all non-represented, regular budgeted, full-time City employees.
- K. Deferred Compensation. The Interim City Manager will be eligible to participate in the City's deferred compensation program. If the City Manager elects to participate, the City will contribute 8% of the City Manager's annual salary.
- L. Electronic Devices. The City will provide the Interim City Manager with all electronic devices needed to perform the duties as Interim City Manager. Incidental personal use shall be permitted. All City-issued devices and equipment shall be returned upon termination of employment.
- M. Exempt Status. The Interim City Manager position is exempt under the Fair Labor Standards Act (FLSA) and is not subject to overtime pay.

Except as otherwise provided in this Agreement and the Employee Handbook, the Interim City Manager will receive the same benefits as other non-represented, regular budgeted, full-time employees of the City.

SECTION V: CONFIDENTIALITY

The Interim City Manager acknowledges that they will have access to confidential and sensitive information regarding City operations, personnel, legal matters, and strategy. The Interim City Manager agrees not to disclose any such information unless required by law or authorized in writing by the City.

SECTION VI: GENERAL PROVISIONS

- A. Amendment. Nothing will restrict the ability of the City and the Interim City Manager to amend the terms of this Agreement. Amendments will be valid only if they are made in writing and are signed by both the City Council and Interim City Manager.

- B. Severability. If any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement will be deemed severable and will remain in full force and effect.
- C. Choice of Law / Venue. This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of Oregon without reference to principles of conflict of laws. In case of a lawsuit arising from this Agreement, for enforcement and/or damages for breach or violation, the parties agree that the venue will be in Yamhill County Circuit Court, to the exclusion of all other courts in any other venue. The prevailing party in a lawsuit will be entitled to reasonable attorney's fees to be fixed by the trial court. If an appeal is taken from the decision of the trial court, the fees will include any additional sums fixed by the appellate court as reasonable attorney's fees in the appellate court, together with prevailing party costs and disbursements incurred therein.
- D. This Agreement was the result of negotiation by the parties and thus the parties agree that the rule of construction requiring that the Agreement will be construed against the drafter will not apply to the interpretation of this Agreement. Both parties acknowledge that they have read and understand the Agreement, enter into it voluntarily, and have had opportunity to have it reviewed by counsel of their choice.
- E. The failure of either party to enforce any provision of this Agreement will not be construed as a waiver or limitation of that party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.
- F. Merger. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

SIGNATURES:

Adam Garvin

Date

Mayor Kim Morris

Date