

CITY OF SWEET HOME
CITY MANAGER
EMPLOYMENT CONTRACT

WHEREAS this EMPLOYMENT CONTRACT is made and entered into effective the ~~9th~~^{8th} day of ~~June, 2020~~^{December 2020}, by and between the City of Sweet Home and RAYMOND TOWRY.

NOW THEREFORE, the City of Sweet Home, Oregon (City) acting by and through its City Council and RAYMOND TOWRY (Manager) agree as follows:

1. City herewith employs Manager as City Manager and Manager agrees to be so employed to carry out the functions and duties specified in City's charter, this contract, required by law, such other duties involved in city management, and as directed by City directly or by resolution or ordinance. This agreement may be terminated at any time as provided herein.
2. Manager shall be paid in accordance with established salary schedule for the City Manager position as adopted and or otherwise approved by City Council. Manager shall be paid in installments at the same time and similar manner as other employees. With successful completion of an annual satisfactory performance evaluation, Manager's base salary shall automatically increase to the next step on the approved salary schedule until reaching the top step.
3. Manager shall have standard benefits offered all full-time employees of City. City shall provide medical, dental, vision, life, and disability insurance coverage for Manager and his family as offered other full-time non-represented city employees. The City agrees to provide retirement benefits for the Manager under the same ICMA retirement program and terms offered to other non-represented administrative employees of the City.

Manager shall receive vacation leave in the same manner and amount as all other regular exempt management employees as defined in the City Personnel Policies Manual for, "At least 5 and less than 10 years, 120 hours" annual accrual.

Manager shall also receive Management Leave in the same manner and amount as all other regular exempt management employees as defined in the City Personnel Policies Manual.

Manager shall accrue sick leave in the same manner and amount as all other regular exempt management employees as defined in the City Personnel Policies Manual. Manager shall be eligible for sick leave buyout as other non-represented administrative employees in accordance with adopted personnel policies.

Manager shall be allowed paid holidays as other City employees in accordance with adopted personnel policies.

Manager will be allowed use of city vehicle for work and "on call" purposes. Manager understands the use of the vehicle will be reported by the city and taxed according to the IRS rules. City-owned cars are provided solely for business activities and should not be used for any other purposes other than di minis stops. Manager's use will be consistent with City Policy regarding safety and use privileges.

4. Manager acknowledges the proper and full performance of this contract constitutes a full-time job, he must devote a great deal of time outside normal office hours in furtherance of City's business and interests, and that he is an exempt professional from the overtime provisions of the federal Fair Labor Standards Acts and its counterpart under Oregon law. Manager shall be actively involved in community activities and civic organizations and City shall pay related membership dues and fees. Manager shall not engage in non-city activities for pay unless approved by City.
5. City encourages Manager to be involved in professional organizations for his development and advancement and the benefit of City. Manager is encouraged to attend conferences offered by League of Oregon Cities such as the Annual Conference, Northwest City Managers' Spring Conference, and Oregon City Managers' Association (OCCMA) Summer Conference. Manager is authorized to be a member of ICMA and OCCMA with cost to be paid by City if money is available. Meals, housing, travel and cost for attending approved conferences and meetings shall be paid by City based upon the amounts allowed other administrative employees and in accordance with applicable personnel policies. All out of state travel must be pre-approved by the City Council.
6. Manager agrees to remain in the exclusive employ of the City during the term of this agreement, unless otherwise agreed to in writing by the parties.
7. Manager shall be bonded as required by City, its charter, and Oregon law with cost of the bond(s) to be paid by City. City shall defend, save harmless, and indemnify Manager against any tort, professional liability claim or demand, or other legal action whether valid or not arising out of the performance of manager's duties except that caused by willful or wanton conduct by Manager.
8. City shall place no restriction on the residency of the Manager except that Manager agrees to regularly be available for work as scheduled, and that job performance shall not be adversely impacted by residence location.

9. Should Manager decide to resign, he shall give City through its Mayor as much advance written notice as possible but not less than thirty (30) working days. At that time Manager shall give City a plan for operation of the City during the interim listing all projects then on-going with status for each and a report concerning each department.
10. Should Manager resign at the request of City or is terminated at the will of the City and Manager is willing and able to perform, the City shall pay severance pay equal to four (4) months base pay of City Manager plus one month for every year of employment with a maximum of 12 months, plus accrued vacation benefits. Severance pay will be paid in a lump sum or monthly payments equal to the number of months severance earned by the Manager at the option of the City. Severance pay will cease should Manager become employed elsewhere during this time.
11. If Manager is terminated for cause during the term of this Agreement, City shall have no obligation to pay the separation pay under this agreement. For the purposes of this agreement, "cause" is defined as follows:
 - A. Indictment for an illegal act. If such indictment does not ultimately result in conviction, then Manager shall receive separation pay, if the indictment does ultimately result in conviction, Manager shall receive no severance pay;
 - B. Abandonment by Manager of position as City Manager; or
 - C. Determination by City that Manager is guilty of fraud, dishonesty or any other serious act of misconduct in performance of Manager's duties on behalf of City. Such determination by City shall be made in accordance with disciplinary and grievance procedures set forth in the adopted personnel policies of the City in force and effect on the date of the alleged misconduct.
12. Except as this agreement recites rights and responsibilities of City employees and the City in established City policies, the entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement. Except as herein expressly provided to the contrary, the provisions of this agreement are for the benefit of the parties solely and not for benefit of any other person, persons, or legal entitles.

Manager acknowledges that he has not been induced to enter into this agreement by any representation or statement, oral or written, not expressly contained herein or expressly incorporated by reference. City makes no representations, warranties

or guarantees, expressed or implied, other than expressed representations, warranties and guarantees contained in this agreement.

13. Any written notice hereunder shall become effective as of the date of mailing by receipt sent by certified mail, and shall be deemed sufficiently given if sent to the addresses as stated in this agreement, or at such other address as may hereafter be specified by notice in writing. In lieu of mailing, written notice shall become effective as of the date it is personally delivered to the addressee. Any notice required to be given under the terms and conditions of this agreement shall be given as follows:

City of Sweet Home
Mayor
3225 Main St
Sweet Home, Oregon 97386

Manager
Raymond Towry
PO Box 698
Sweet Home, Oregon 97386

If any part, term, or provision of this agreement is held by the courts to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portions of the agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision. This agreement shall be binding on the City and Manager and their heirs, assigns, executors, personal representatives and successors in interest.

14. This agreement shall become effective as of ~~June 9, 2020~~December 8, 2020, and unless terminated consistent with the terms hereof. this agreement will automatically renew. Nothing shall restrict the ability of the City and Manager to amend or adjust the terms of this Agreement at any time. However, no amendment or adjustment shall be valid unless in writing and signed by an authorized representative of the City and by Manager. Manager reserves the right to discuss the terms of this agreement with the City Council as a whole in either closed Executive Session or open Regular Session as state law allows and as Manager deems appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ~~9th~~8th day of ~~June~~December 2020~~19~~.

CITY OF SWEET HOME

MANAGER

Mayor

Date

Ray Towry

Date