

CITY ATTORNEY EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("AGREEMENT") is made and entered into this 6th day of August, 2024 by and between the City of Sweet Home, Oregon ("City"), and Whitney Blair Larsen ("Employee").

Recitals

WHEREAS, the City desires to employ Employee as City Attorney of the City of Sweet Home; and

WHEREAS, Employee desires to accept the position of City Attorney of the City of Sweet Home.

Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Employment

A. General.

Employee is hereby employed by the City as City Attorney of the City of Sweet Home, Oregon. Employee accepts this position on the terms and conditions set forth below.

B. Effective Date.

The effective date for commencement of employment is upon Employee's admission to the Oregon State Bar. If Employee is not admitted to the Oregon State Bar within a year of the execution of this AGREEMENT, this AGREEMENT shall be null and void.

2. Duties

Employee shall perform the functions and duties specified for the position of City Attorney by the City Charter and Code of the City of Sweet Home, and by any other applicable ordinances, resolutions, or policies of the City, together and with such other duties as may be lawfully assigned by the City Council, including, but not limited to, the following:

- Prosecute City Municipal Cases in Sweet Home Municipal Court and on Appeal;
- Prepare Complaints, Affidavits for Warrants and other Court documents;
- Prepare Offers, Victim Letters and Discovery;
- Attend City Council Meetings;

- Prepare and Review Ordinances, Resolutions, Contracts, Deeds and other legal documents;
- Research legal issues presented by the City Council and City Staff; and
- Be available to perform other functions and duties of a City Attorney as directed and/or needed.

Employee shall at all times loyally and conscientiously perform all the duties and obligations required of them, either expressly or implicitly, by the terms of this AGREEMENT.

3. Schedule and Location of Work

Employee shall perform any work required under this contract between the hours of 8 am and 5 pm, Monday through Friday, as well as during any evening meetings required within Employee's duties. Employee is not expected to work or communicate with any City official or staff member outside of these times.

Employee shall work at City facilities and other locations as required by Employee's duties but will not have any dedicated office space at any City facility. Employee shall be responsible for arranging and determining the location of needed office space.

4. Term of Employment

Employee shall serve at the pleasure of the City Council and hold office subject to the discretion of the City Council and may be removed by the City Council with or without cause per the Sweet Home Municipal Charter, Chapter II, Section 4. Employee's employment shall commence on the date set forth in paragraph 1.B. of this AGREEMENT.

5. Salary

Employee shall be paid a salary in installments at the same time as other employees are paid. Starting annual salary is \$125,000. After six months of satisfactory performance, Employee shall be entitled to a 5% pay increase. "Satisfactory Performance" shall be determined by a performance review by the City Council, and any lack of a review within one month of the end of the initial six months of this contract shall result in Employee's performance being deemed satisfactory. Employee shall receive cost of living adjustments at the same amount and on the same basis as City's Non-Represented Management Employees. Any other salary changes or changes to benefits are subject to City Council approval.

City and Employee agree that the required duties of this position shall be accomplished during a 30-hour work week, and that any work over 30 hours required from Employee during any given week will be paid in addition to Employee's regular salary based on a pro rata basis. Any such work in excess of 30 hours must be approved by the City Manager.

6. Employment Benefits

City agrees that for the purposes of calculating benefits, Employee will be considered a full-time employee, and to provide benefits to Employee on the same basis and amounts as City's Non-Represented Management Employees. Benefits include, but are not limited to health, dental and vision insurance, and retirement contributions.

7. Vacation, Holidays, and Sick Leave

City agrees to provide Vacation, Holiday, and Sick Leave to Employee on the same basis and amounts as City's Non-Represented Management Employees.

8. Dues and Professional Development

City agrees to pay for the professional dues and participation of Employee in national, regional, state and local associations and organizations reasonably necessary and desirable for Employee's continued professional growth and development and for the good of the City, subject to City Council budget decisions.

9. Performance Evaluation and Feedback

Employee will seek frequent informal feedback on performance from the Mayor and individual City Council members. A more formal performance review will be conducted by the City Council as a body in December of each year, and at any other time that the City Council, in its sole discretion, desires to conduct a review.

10. Other Employment

Employee may accept other employment provided that such employment does not substantially interfere with the duties set forth in this AGREEMENT.

11. Termination of Employment

A. Termination Basis

i) At Will Employment

It is expressly understood and agreed between the parties that Employee serves as an at-will employee of the City. Either Employee or the City Council may terminate the Employee's employment relationship with the City at any time with or without cause.

ii) For Cause Termination

The City Council may terminate the services of the Employee for cause, which are the events listed in Subsection C below.

B. Notice

Subject to the requirements and limitations set forth below, in the event that the City terminates Employee' s employment without cause while Employee is still willing and able to perform Employee' s duties, Employee shall be entitled to not less than sixty (60) days' prior notice of such termination.

C. Exceptions to Notice Requirements

Employee shall not be entitled to prior notice of termination in any of the following events:

- i) Employee is terminated for cause, which shall mean willful misconduct, willful failure to carry out or abide by the lawful directions or decisions of the City Council, dishonesty or gross malfeasance.
- ii) Employee commits a serious violation of City personnel policy/policies or standards of conduct that the City Council determines justifies termination.
- iii) Employee is convicted of any crime.
- iv) Employee resigns or retires from their employment with the City.
- v) Employee becomes physically or mentally unable to perform the essential duties of the City Attorney with reasonable accommodation as required by law.

D. Resignation or Retirement

Employee shall provide City not less than 30 calendar days' advance notice of termination of their employment by resignation or retirement.

12. Use and Return of City Property

Employee recognizes and agrees that all property provided by the City to the Employee shall be and remain the property of the City. Employee will preserve, use, and hold City property only for the benefit of the City and to carry out the City' s business. When Employee' s employment is terminated, Employee will immediately deliver to City all City property, including all originals and copies of records, Employee has in Employee's possession or control.

13. Contact Information

The contact information for Employee for the purposes of this AGREEMENT is:

Address:

██████████
Sweet Home, OR 97386

Telephone: [REDACTED]
Email Address: [REDACTED]

The principal point of contact for City under this AGREEMENT is:

City Official: Cecily Pretty, Assistant City Manager
Address: 3225 Main St
Sweet Home, OR 97386
Telephone: (541) 367-8969
Email Address: cpretty@sweethomeor.gov

14. Arbitration

The parties agree that any issue which has not been released pursuant to Section 14.B.ii above arising from Employee' s employment, employment termination or whether a party has breached this AGREEMENT that cannot be resolved informally, shall be submitted to confidential, binding arbitration in Linn County, Oregon. The arbitration shall be conducted in confidence and pursuant to the then current rules of the American Arbitration Association for employment disputes, unless the parties agree to some other arbitration procedure. Except as otherwise required by law, the parties shall share equally the arbitrator' s fees, and each party shall be responsible for its own attorney' s fees and related costs at arbitration or in any litigation or court action relating to the arbitration.

ORS 36. 620(6) Acknowledgment:

I acknowledge that I have received and read or have had the opportunity to read this arbitration agreement. I understand that this arbitration agreement requires that disputes that involve the matters subject to the agreement be submitted to mediation or arbitration pursuant to the arbitration agreement rather than to a judge and jury in court.

s/Whitney Blair Larsen
WHITNEY BLAIR LARSEN

August 7, 2024
Date:

15. Personnel Policies

The terms and provisions of the City's Personnel Policies shall apply to Employee, as now adopted or hereafter amended, except to the extent provided otherwise in this AGREEMENT.

16. Modification or Amendment

No amendment, change, or modification of this AGREEMENT shall be valid, unless in writing and signed by both parties.

17. Entire Agreement

This AGREEMENT constitutes the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiation of previous agreements between the parties with respect to all or any part of the subject matter hereof.

18. Waiver

Failure of either party at any time to require performance of any provisions of this AGREEMENT shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision itself or of any other provision.

19. Severability

If any provision, or any portion thereof, contained in this AGREEMENT is held to be unenforceable, the remainder of this AGREEMENT or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

CITY OF SWEET HOME, OREGON

BY: _____ Date
Susan Coleman, Mayor

Authorized by the City Council on: August 27, 2024

BY: _____ Date
Whitney Blair Larsen