

# **City of Sweet Home Employment Agreement**

This Agreement, made and entered into this 8<sup>th</sup> day of December 2020 by and between the City of Sweet Home, Oregon, a municipal corporation, (hereinafter called “City” and Robert D. Snyder, City Attorney (hereinafter called “Employee”), both of whom agree as follows:

## **Section 1: Term**

The 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 SHMC Charter Chapter II Section 4.

## **Section 2: Employment, Duties and Authority**

The City agrees to employ Employee as City Attorney to perform the functions and duties of that position. The duties and authority of Employee, consistent with State law, City Charter or Ordinance, shall include as directed and/or needed, but not be 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
- Make himself available to perform other functions and duties of a City Attorney as directed and/or needed.

## **Section 3: Compensation**

A. The City agrees to pay the Employee a monthly salary of \$4,749.42 beginning January 1, 2021.

B. All pay shall be in installments at the same time and in the same manner that the other employees of the City are paid.

## **Section 4: Performance Evaluation**

The City Council may conduct performance evaluations of the Employee, as they deem appropriate.

## **Section 5: Professional License**

The Employee is required to maintain a current license with the Oregon State Bar and be a member in good standing.

## **Section 6: Termination**

Cause shall not be required for removal of the City Attorney. The Employee shall serve at the pleasure of the City Council and can be removed with or without cause.

## **Section 7: Resignation**

In the event that the Employee voluntarily resigns his position with the City, the Employee shall provide a minimum of 60 days notice in order to resign in good standing with the City, unless the parties agree otherwise.

## **Section 8: Indemnification**

To the full extent permitted by law, the City shall defend, save harmless and indemnify the Employee as it would any other Employee against any tort, administrative proceeding or action, or demand or other legal action done in the scope of his employment as City Attorney until the statute of limitations has expired without regard to his continued employment with the City. Any settlement must be made with prior approval of the City in order for indemnification to be available. The Employee recognizes that the City shall have the right to compromise or settle any claim, suit, proceeding or action.

## **Section 9: Other Employment**

The Employee may accept other employment provided that such employment does not substantially interfere with his duties as City Attorney as set forth herein.

## **Section 10: Other Terms and Conditions of Employment**

The City may fix such other terms and conditions of employment relating to the performance of the Employee, as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Sweet Home Charter, or any other law.

## **Section 11: General Provisions**

Notices. Notice by this Agreement can be made by personal delivery or by mail to the office of the City Manager at 3225 Main Street Sweet Home OR 97386 and City Attorney at PO Box 486 Sweet Home OR 97386 for mail and 1275 Main Street Sweet Home OR 97386 for delivery .

Severability. The invalidity of any portion of this Agreement will not affect the validity of any other provision.

Amendment. The parties may amend this Agreement at any time by mutual consent and said amendment shall be valid when in writing and signed by the Mayor and the Employee.

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

Benefits. The Employee and City acknowledge that there is no retirement, paid leave, or additional employment benefits beyond those specified in this Agreement that will be afforded to the Employee.

\_\_\_\_\_  
Greg Mahler, Mayor

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Robert D. Snyder, City Attorney

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Date

\_\_\_\_\_  
Date