

**CITY OF SWEET HOME  
EMPLOYMENT AGREEMENT  
FOR  
PUBLIC WORKS ADVISORY SERVICES**

This Employment Agreement (“Agreement”) is entered into between the City of Sweet Home, Oregon (“City”) and Greg Springman (“Employee”).

**RECITALS**

1. **Need.** The City is in need of services for transitional support, technical advisory services, institutional knowledge, and specialized expertise to the City’s Public Work Department, and the Employee represents that he is qualified and prepared to provide such services.
2. **Purpose.** The purpose of this Agreement is to establish the services to be provided by the Employee and the compensation and terms for such services. Employee shall hold the title “Public Works Consultant” and report to the City Manager or designee.

**AGREEMENT**

3. **Engagement.** Employee is hereby engaged to provide services related to public works consultation, and Employee accepts such engagement.
4. **Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence effective January 1, 2026 and once executed by both parties. City reserves the exclusive right to extend the contract with written notice acceptable by email from the City Manager and/or direction from the City Council and subject to budget appropriation.
5. **Scope of Work.** The duties and responsibilities of Employee shall be described Exhibit A attached hereto and incorporated herein by reference.
6. **Nature of Employment.**
  - 6.1. **Limited-Duration Part-Time Employee.** Employee is a limited-duration, part-time employee and shall not obtain full-time or permanent status.
  - 6.2. **Expected Hours.** Employee is expected to work up to approximately 20 hours weekly, not to exceed 1,040 hours annually. Employee shall not exceed 1,040 hours in any calendar year without written approval from the City Manager. Hours may include weekend or evening meetings as required within Employee’s scope of work; the City Manager shall notify Employee at least one week in advance of expected attendance at weekend or evening meetings.
  - 6.3. **Overtime.** Employee is exempt and shall not be eligible for overtime.
  - 6.4. **At-Will Employment.** Employee serves at the will of the City Manager.

**6.5. Benefits Eligibility.** Employee shall not be eligible for City benefits except as expressly provided in Section 8 of this agreement.

## **7. Compensation.**

**7.1. Rate of Pay.** Employee shall be paid a flat rate of \$25,000 annually as a fixed monthly stipend of \$2,083.33 upon the same schedule as other City employees, subject to payroll deductions. Employee shall not be eligible for cost-of-living adjustments (COLAs) or other salary adjustments unless specifically agreed to by mutual amendment of this Agreement and subject to budget appropriations.

**7.2. Dues & Professional Development.** Employee shall not be eligible for compensation related to associations or organizations except as expressly authorized in writing by the City Manager.

**7.3. Travel & Mileage.** Employee shall not be eligible for compensation related to travel or mileage except as expressly authorized in writing by the City Manager.

**7.4. Withholding.** City may suspend or withhold payments if Employee fails to comply with any requirement of this Agreement.

## **8. Benefits.**

**8.1. Insurance.** Employee shall be eligible for medical, dental, and vision insurance plans offered to non-represented City employees. Employee benefits shall not be extendable to spouse or dependents. The City shall contribute 25% of the medical and dental premiums and Employee shall pay 75% via payroll deduction. No other benefits are provided unless required by law.

**8.2. Health Savings Account.** Employee shall receive a pro-rated contribution to their Health Savings Account (HSA) not to exceed 25% of full-time amount.

**8.3. Leave.** Employee shall not be eligible to accrue leave or to receive additional compensation for holidays recognized by the City. Employee shall retain all existing leave balances upon the commencement of this Agreement and shall be eligible to utilize them in combination with or in lieu of document weekly work hours, not to exceed 20 hours total per week. Employee may request a total payout of leave in accordance with City policies at a rate equivalent to their most recent full-time hourly wage.

## **9. Location of Work & City Property.**

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

**9.2. City Property.** Employee shall be provided a City-issued laptop for use related to Employee's scope of work. Employee may request use of other equipment, to be approved in writing by the City Manager. Employee recognizes and agrees that all property provided by the City to the Employee shall be and remain the property

of the City. Employee shall 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 shall immediately deliver to City all City property, including all originals and copies of records, that Employee has in their possession or control.

**9.3. City Vehicle.** Employee shall not be allowed use of City vehicle for work purposes.

**10. Document Ownership.** Employee shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Employee for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to the City shall become the property of the City who may use them without Employee's further permission for any lawful purpose related to the project. Upon execution of this agreement, the Employee grants to the City an irrevocable, nonexclusive license to use Employee's work products created through its services for the project. The license granted under this section permits the City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of the Employee's work product for purposes unrelated to the project shall be at the City's sole risk and without liability to the Employee.

## **11. Termination.**

**11.1. Without Cause.** Either party may terminate this Agreement with 30 days' written notice.

**11.2. With Cause.** City may terminate immediately for misconduct, breach, violations of law or policy, or refusal to perform duties. City may also terminate immediately if funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding if agreed between both parties.

**11.3. Effect of termination.** Employee shall be paid for work performed through the termination date; insurance contributions shall end at the end of that month. Once terminated, neither party shall have any further obligations under this Agreement, except for any rights or obligations that by their nature should survive termination, including but not limited to payment obligations, confidentiality commitments, and intellectual property rights.

**12. Notices.** All notices shall be made in writing and may be given by personal delivery, mail, or email. Notices sent by mail should be addressed as follows:

**CITY:** City Manager  
3225 Main Street  
Sweet Home, OR 79386  
OR  
[jogden@sweethomeor.gov](mailto:jogden@sweethomeor.gov)

**CONTRACTOR:** Greg Springman  
38795 SW 2<sup>nd</sup> Avenue  
Scio, OR 97374  
OR  
[gspringman@sweethomeor.gov](mailto:gspringman@sweethomeor.gov)

When so addressed, such notices shall be deemed given upon deposit in the United States mail, postage-prepaid.

**13. Standard of Care.** Employee shall comply with the applicable professional standard of care in the performance of the Services. Employee shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

**14. 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.

**15. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Employee.

**16. Modification or Amendment.** No amendment, change, or modification of this Agreement shall be valid unless in writing and executed by both parties.

**17. Acknowledgment.** Employee acknowledges that they have 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.

**18. 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.

**19. Waiver.** Failure of either party at any time to require performance of any provisions

of this Agreement shall not limit the parties' right to enforced 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. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

**20. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon.

**21. Arbitration.** The parties agree that any issue which cannot be resolved informally or is waived subject to Section 19 of this Agreement 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 mutually 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 involved 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.**

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Signature

Date

**22. Confidentiality.** Employee shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement.

**23. Assignment.** This Agreement shall not be assigned by Employee without the express written consent of the City. Employee shall not assign Employee's interest in this Agreement or enter into subcontracts for any part of the scope of work without the prior written consent of the City.

**24. Severability.** If any provision, or any portion thereof, contained in the 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.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Employee has executed this Agreement on the date written below.

CITY OF SWEET HOME

PUBLIC WORKS CONSULTANT

\_\_\_\_\_  
Jason Ogden, City Manager

\_\_\_\_\_  
Greg Springman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT A SCOPE OF WORK**

### **A. Leadership Transition & Mentorship**

1. Provide mentorship, coaching, and leadership development to Public Works Operations leadership.
2. Assist with understanding operational workflows, regulatory frameworks, budget processes, and utility systems.
3. Document institutional knowledge, procedures, and operational practices.
4. Advise on long-term organizational and operational needs.
5. Train existing staff on producing required documents including but not limited to City Council reports and the Annual Consumer Confidence Report.

### **B. Operational & Technical Advisory Support**

1. Provide advisory support on DEQ and other Public Works-related permits, compliance obligations, and operational risks.
2. Attend internal meetings to provide technical insight and historical context.
3. Review and advise regarding operational plans, consultant proposals, and utility system issues as requested.
4. Assist the City Manager with identifying risks and developing mitigation strategies.
5. Provide input related to annual budget development.

### **C. Capital Project & CIP Support**

1. Review scopes, schedules, and documents for major public works projects.
2. Provide recommendations regarding constructability, sequencing, and operational impacts.
3. Assist with CIP review and planning.

### **D. Wastewater Treatment Plant (WWTP) Replacement Project (upon City Manager request)**

1. Participate in planning, design review, permitting discussions, and constructability review upon written authorization.
2. Review engineering documents and provide advisory recommendations.

3. Provide knowledge of current WWTP operations and transition considerations.
4. Attend coordination meetings and, if requested, perform site visits.
5. Assist with project funding and permitting processes.
6. Provide verbal or written advisory updates to the City Manager.

**E. General Conditions**

1. Maintain communication with Public Works Operations leadership and the City Manager.
2. Collaborate professionally without exercising supervisory authority.
3. Submit monthly time summaries.
4. Comply with all City policies, ethics rules, and confidentiality requirements.

**F. Restrictions**

Employee shall not:

5. Supervise or discipline employees.
6. Oversee or direct City contractors or volunteers.
7. Direct day-to-day operations except in an advisory capacity.
8. Commit City funds.
9. Make or approve expenditures.
10. Exercise any signatory authority.
11. Make policy decisions.