

CITY MANAGER
EMPLOYMENT CONTRACT

WHEREAS this EMPLOYMENT CONTRACT is made and entered into effective the 25th day of October, 2016, 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 receive a monthly base salary of \$8,212 per month beginning on his first day of work which shall be on or about ~~November 8, 2016~~ November 14, 2016. 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 a six-month probationary period and satisfactory six-month performance evaluation, Manager's base salary shall increase to \$8,417 effective July 1, 2017. With a satisfactory annual performance evaluation in November 2017 the salary shall be increased to \$8,670 per month, effective on the anniversary date.
3. Manager shall have standard benefits offered all full-time management employees. City shall provide medical, dental, vision, life, and disability insurance coverage for Manager and his family as offered other full-time management employees. The City agrees to provide retirement benefits for the Manager under the same ICMA retirement program and terms offered to other non-represented management employees of the City.

Manager shall receive vacation leave in the same manner and amount as all other full time non-represented employees as defined in the City Personnel Policies Manual. Manager shall receive 10 days of vacation leave upon his first day of work. Additional accruals of 8 hours monthly would not commence until the completion of 10 months of employment.

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

Manager shall have one day paid sick leave per month which may be

accumulated. The maximum accrual for sick leave is 960 hours. Manager shall be eligible for sick leave compensation upon death or retirement as stated in the Personnel Policies Manual.

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

Manager shall receive a monthly cell phone allowance in accordance with adopted personnel policies.

The Personnel Policies Manual and adopted personnel policies referred to herein shall be that manual and policies that are the current versions then in full force and effect, except as specifically set forth in paragraph 13.C.

4. Manager shall receive \$5,000 to help offset a portion of the moving costs associated with relocation to Sweet Home. No receipts shall be required for this one time assistance payment. In addition, Manager shall be reimbursed for up to 10 nights lodging at the Sweet Home Inn during his initial relocation. Receipts shall be required for the reimbursement.
5. 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.
6. 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 if the budget allows. 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 employees and in accordance with applicable personnel policies. All out of state travel must be pre-approved by the City Council in advance at a regularly scheduled City Council meeting.
7. 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.

8. 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.
9. 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. City residency is encouraged.
10. Should Manager, for whatever reason, be unable to personally perform or fulfill the requirements of this contract for thirty (30) calendar days, City may end this agreement and all of its obligations to Manager.
11. 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.
12. 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 three (3) months' base pay of City Manager plus accrued vacation benefits. Severance pay will be paid in a lump sum or monthly for three (3) months at the option of the City. Severance pay will cease should Manager become employed elsewhere during this time.
13. If Manager is terminated for cause during the term of this agreement, City shall have no obligation to pay the severance 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 severance 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 City Personnel Policies Manual of the City in force and effect on the date of the

alleged misconduct.

14. Except as this agreement recites otherwise, the parties hereto have the rights and responsibilities of City employees and the City respectively 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 entities, and cannot be transferred.

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.

15. Notwithstanding any other terms or provisions of this contract the City has and does retain herein its right to terminate this contract on an "at will" basis provided that the City shall honor the provisions set forth in paragraph 12 of this agreement.
16. Any written notice hereunder shall become effective as of the date of mailing by registered or 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
1140 12th Avenue
Sweet Home, Oregon 97386

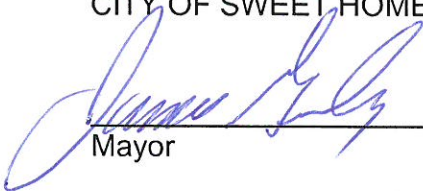
Manager
Raymond Towry
1140 12th Avenue
Sweet Home, Oregon 97386

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.

17. This agreement shall become effective on November 14, 2016 (date), and continue until terminated consistent with the terms of this contract. 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 as authorized by the City Council and signed by the Mayor and by the City 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 25th day of October, 2016.

CITY OF SWEET HOME



Mayor

MANAGER



Raymond Towry