



**RESOLUTION 2021-080**

**APPROVING AN EMPLOYMENT AGREEMENT WITH KEITH CAMPBELL TO SERVE AS CITY MANAGER**

**WHEREAS**, the City began the process of searching for a new City Manager in April 2021; and

**WHEREAS**, after a thorough evaluation process, Keith Campbell was determined to be the top candidate for the position; and

**WHEREAS**, the City Attorney has prepared a proposed Employment Agreement to hire Campbell as the next City Manager for the City of Sherwood, which requires Council approval.

**NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to sign an Employment Agreement with Keith Campbell in a form substantially similar to the attached Exhibit 1.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 26<sup>th</sup> day of August, 2021.**

  
Keith Mays, Mayor

Attest:

  
Sylvia Murphy, MMC, City Recorder

## EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into effective on the date last set forth below by and between the City of Sherwood, Oregon (“City”) and Keith D. Campbell (“Manager”).

### RECITALS

WHEREAS, City desires to employ Manager as the City Manager of the City of Sherwood and Manager is willing to accept said appointment; and

WHEREAS, City and Manager desire a written agreement to establish and set the terms and conditions of the employment of Manager as the City Manager;

NOW THEREFORE, in consideration of the mutual covenants contained herein as well as for the other consideration described, City and Manager mutually agree as follows:

### 1. DUTIES

City agrees to employ Manager as City Manager, to perform the functions and duties of that position as described in the Sherwood City Charter, Sherwood Municipal Code, and state law, and as the City Council shall, from time to time, assign to the City Manager consistent with the professional role and responsibility of the City Manager. The Manager shall be guided by and uphold the principles of the ICMA Code of Ethics, attached hereto as Exhibit A, in the performance of such duties. The Manager agrees that, during the term of this Agreement, he will remain in the exclusive employ of the City.

### 2. TERM

The term of this Agreement shall commence on October 7, 2021 (the “Effective Date”) and, unless earlier terminated consistent with the terms hereof, continue for a period of three (3) years until October 7, 2024.

### 3. COMPENSATION

#### A. Salary

Beginning on the Effective Date, the City agrees to pay Manager one-hundred sixty-four thousand three-hundred dollars (\$164,300.00) as a yearly base salary, to be paid in installments at the same interval as City pays its other employees who are not subject to a collective bargaining agreement (“Unrepresented Employees”). Manager shall also be entitled to receive a Cost of Living Adjustment (COLA) to his salary in the same percentage amount and on the same schedule as may be provided to the City's Unrepresented Employees. Manager's salary will be reviewed by City Council annually.

#### B. Retirement

City agrees to contribute into the Oregon Public Employees Retirement System on Manager's behalf an amount equal to the same percentage of salary contributed for the City's Unrepresented Employees.

#### C. Motor Vehicle Allowance

Manager shall be paid a monthly motor vehicle allowance of two hundred dollars (\$200.00) for use of his private vehicle(s) for City purposes. Manager shall neither be entitled to nor seek reimbursement for mileage for his private vehicle(s) for travel for City purposes within a twenty-five (25) mile radius of City Hall, but may, at his option, seek mileage reimbursement at the applicable IRS rate for travel on City business beyond that radius.

The Manager shall maintain a vehicle during the term of this Agreement, which shall be available for the Manager's exclusive and unrestricted use in the performance of his duties hereunder. The Manager shall be solely responsible for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and replacement of said vehicle.

D. Cellular Phone

The City shall provide a cellular phone to Manager for use for City business, consistent with applicable City policies.

E. Taxes

All compensation described in this Agreement shall be subject to withholding of income taxes and shall be subject to employment taxes required with respect to compensation paid by the City to an employee.

**4. LEAVE BENEFITS**

A. Management Leave

It is understood by the parties that the Manager is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and that the position of City Manager may frequently require irregular hours and far in excess of a standard 40-hour work week to accomplish the duties of the position. It is also understood that paid time off is essential to employee well-being and that the City expects the Manager to take substantial time away from work. In lieu of the Paid Time Off (PTO) and Administrative leave provisions applicable to other Unrepresented Employees, the Manager shall be permitted to take paid management leave of reasonable duration and frequency, as City business permits, without a fixed maximum or accrual rate. Management leave may be used for any purpose which would be a permitted use of PTO or Administrative leave under the City's policies. Management leave has no cash value upon separation from employment.

B. Sick Leave

Manager shall be entitled to the same sick leave benefits as Unrepresented Employees.

C. Holidays

Manager shall be subject to the policies regarding City observed holidays that are applicable to Unrepresented Employees.

**5. INSURANCE AND OTHER BENEFITS**

A. Health Insurance

If Manager elects to participate in the City's health insurance programs, City agrees to provide coverage and make required premium payments for Manager and his dependents for comprehensive medical and dental coverage consistent with City policy for the City's Unrepresented Employees.

B. Life Insurance

City shall pay, on behalf of Manager, the premium cost for a term life insurance policy in the amount of three hundred thousand dollars (\$300,000.00).

C. Other Benefits

Except as otherwise provided in this Agreement, Manager shall receive all other employee benefits provided by the City to Unrepresented Employees.

**6. PROFESSIONAL DUES AND DEVELOPMENT**

To the extent funds are available and budgeted by the City Council, Manager may participate, as he deems appropriate, in professional associations, short courses, seminars, conferences, and other similar professional development opportunities. Expenses will be reimbursed consistent with City policy applicable to the City's Unrepresented Employees. The City agrees to budget and to pay for the professional dues of the City Manager for membership in ICMA and Oregon City/County Management Association (OCCMA).

**7. RELOCATION ALLOWANCE**

In connection with the necessary relocation of the Manager and the Manager's family to the Sherwood area, the City shall pay the Manager the sum of five thousand dollars (\$5,000.00). This moving and relocation expense allowance is paid in lieu of any other compensation or reimbursement for the cost and expense of moving the Manager's family and belongings. If the Manager separates from the City for any reason prior to completing twelve (12) months of employment, he shall be responsible for repayment of this full amount. If the Manager separates from the City for any reason prior to completing twenty-four (24) months of employment, he shall be responsible for repayment of fifty percent (50%) of this amount.

**8. TERMINATION**

Manager is an at-will employee and shall serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Manager at any time, for any reason whatsoever, with or without cause, prior to expiration of this Agreement, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Manager to resign at any time from his position prior to expiration of this Agreement, subject only to the provisions set forth in this Section.

A. Termination for Cause

If Manager is terminated prior to the expiration of this Agreement for cause, City shall have no obligation with respect to the severance pay described in this Section. For the purposes of this Agreement, "cause" is defined to include any of the following:

- i. Manager fails or refuses to comply with the laws and written policies and regulations of the City that are now in existence or are from time to time established.
- ii. Manager fails to perform his duties as City Manager or abandons his position as City Manager.
- iii. The City has substantial evidence to believe Manager has committed fraud, breach of fiduciary responsibilities, dishonesty, or gross negligence; misappropriated City funds, goods, or services to either his own or some other private third party's benefit; or committed other acts of misconduct which the City Council believes, in its sole discretion, is or would be detrimental to the City or its interests.

B. Termination Without Cause

If City terminates Manager without cause prior to the expiration of this Agreement, and the Manager is then willing and able to perform all of the duties of the City Manager under this Agreement, the City shall pay a cash severance payment to Manager equal to six (6) months' of the

Manager's monthly base salary, the calculation of which shall not include any added benefits or allowances (such as a vehicle allowance). The severance payment shall be calculated using the monthly salary in effect at the time of the termination, minus any state or federal withholdings, and shall be paid in six (6) monthly increments commencing no later than fifteen (15) calendar days after the effective date of termination. The right to said payment shall cease if, during the period of the scheduled payments, Manager accepts employment with another employer (including self-employment). Manager has an affirmative obligation to notify City upon acceptance of other employment. In the event Manager fails to notify City of his employment, City shall have the right (but not the obligation) to seek recovery from Manager of any and all amounts improperly received as well as recovery of any cost(s) or fee(s) (including attorney fees) City incurs in pursuit thereof.

Termination without cause, as used in this Section, means the Manager's discharge or dismissal by the City, for any reason other than the reasons specified in Subsection 8(A) above, and shall also include discharge or dismissal by the City during the six (6) month period immediately following the official seating of one or more newly elected Council members for reasons other than those set out above in Subsection 8(A) of this Section, notwithstanding Manager's willingness and ability to perform his duties.

C. Voluntary Resignation

In the event the Manager voluntarily resigns prior to the expiration of this Agreement, the Manager shall give the City written notice thereof a minimum of forty-five (45) days in advance, unless the parties mutually agree otherwise. In the event of the Manager's voluntary resignation, the Manager shall not be entitled to severance pay as provided herein.

**9. GENERAL PROVISIONS**

- A. Professional Liability. The City agrees to defend, hold harmless, and indemnify the Manager from all demands, claims, suits, actions, and legal proceedings brought against Manager in his individual capacity or in his official capacity as agent and employee of the City, consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- B. Bonding. City shall bear the full cost of any fidelity or other bond required of the Manager under any law or City ordinance.
- C. Amendments. No amendment to this Agreement shall be valid unless in writing and signed by the Manager and an authorized representative of the City after approval by the City Council.
- D. Applicable Law. This Agreement is construed under the laws of the State of Oregon, the City of Sherwood Charter, and the Sherwood Municipal Code. Venue shall be in Washington County Circuit Court or, only if there is no state court jurisdiction, U.S. District Court for the District of Oregon.
- E. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.
- F. Compliance with Laws. Manager shall perform his duties in accordance with all applicable laws, ordinances, rules, and regulations applicable to his position.
- G. Entire Agreement. This Agreement constitutes the entire Agreement between the parties on the subject matter hereof and supersedes all prior written or oral discussions or agreements regarding the same subject. The provisions of this Agreement are solely for the benefit of the parties and not for the benefit of any other person, persons, or legal entities.

- H. Inducements and Representations. The Manager acknowledges that he has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein or guarantees, expressed or implied, other than the expressed representations, warranties, and guarantees contained in this Agreement.
- I. Assignment. This Agreement may not be assigned by either the City or the Manager.
- J. Representation. The City has been represented by its City Attorney in the preparation of this Agreement. The Manager has the right to independent counsel at his own expense regarding the preparation of this Agreement.
- K. Arbitration. In the event the parties have a dispute concerning the terms of this Agreement, the terms and conditions of the employment relationship, or the violation of any federal, state, or local law relating to the employment relationship and they have not otherwise resolved the matter through any attempted mediation, conciliation, or other voluntary dispute resolution process they choose to use prior to the initiation of arbitration, then the dispute shall be resolved by binding arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Each party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each party shall bear its own expenses for witnesses, depositions, and attorneys.
- L. Severability. It is understood and agreed by the parties that if any part, term, portion, 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 portion of this 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 the particular part, term, portion, or provision.

**IN WITNESS WHEREOF**, the CITY OF SHERWOOD, OREGON, has caused this Agreement to be signed and executed by its Mayor, Keith Mays, and KEITH D. CAMPBELL has signed and executed this Agreement, on the date noted below each signature.

CITY OF SHERWOOD

KEITH D. CAMPBELL

\_\_\_\_\_  
Keith Mays, Mayor

\_\_\_\_\_  
Keith D. Campbell

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# ICMA CODE OF ETHICS

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The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to efficient and democratic local government by elected officials.
2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.
3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.
6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

*Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2020.*