



RESOLUTION 2021-001

AMENDING THE EMPLOYMENT CONTRACT BETWEEN THE CITY ATTORNEY AND THE CITY OF SHERWOOD

WHEREAS, Joshua P. Soper (“Soper”) has been employed by the City of Sherwood (“City”) as its City Attorney since 2015, and Soper and the City are parties to an employment agreement dated August 10, 2015 and currently effective until December 1, 2021 (“Agreement”), as previously amended; and

WHEREAS, Council held a work session on December 15, 2020 and requested that a resolution be prepared to amend the Agreement to state that Soper’s performance evaluation would occur annually at the end of each fiscal year; and

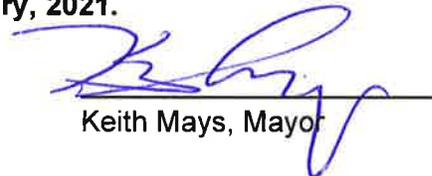
WHEREAS, Council intends to adjust Soper’s annual base salary to \$145,000 effective November 3, 2020 payable in installments at the same time that the other executive employees of the City are paid.

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

Section 1. The Sherwood City Council hereby approves Amendment No. 6 to the employment agreement between the City of Sherwood and Joshua P. Soper as shown in Exhibit A and authorizes the Mayor to execute said Amendment on behalf of the City.

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

Duly passed by the City Council this 5th of January, 2021.


Keith Mays, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder

EXHIBIT A
Amendment No. 6

Employment Agreement between Joshua P. Soper and the City of Sherwood, Oregon

This Amendment No. 6 to the Employment Agreement between Joshua P. Soper and the City of Sherwood, Oregon dated August 10, 2015, as previously amended, is made and entered into by Joshua P. Soper and the City of Sherwood, Oregon as of the date last set forth below.

The parties hereby agree to amend Section 4(A) of the Agreement so that it will read in its entirety as follows:

- A. Base Salary: City agrees to pay Employee an annual base salary of \$145,000 effective November 3, 2020 payable in installments at the same time that the other executive employees of the City are paid.

The parties further agree to amend Section 19 of the Agreement so that it will read in its entirety as follows:

- A. Employer shall annually review the performance of the Employee prior to August of each year, beginning in 2021, based on the goals and objectives set by City Council, using a process as determined by City Council.
- B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body (if authorized by law) and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the City or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

All other terms and conditions of the Agreement shall remain in full force and effect.

In negotiating and drafting the terms of this Amendment, Soper is representing himself only and not the legal or other interests of City. Soper has provided no advice to City regarding the legal effect of this Amendment.

City of Sherwood

Joshua P. Soper

Keith Mays, Mayor

Joshua P. Soper

Date

Date