



RESOLUTION 2021-003

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

WHEREAS, Joseph P. Gall (“Gall”) has been employed by the City of Sherwood (“City”) as its City Manager since 2012, and Gall and the City are parties to an employment agreement dated June 30, 2014 and currently effective until June 30, 2022 (“Agreement”), as previously amended; and

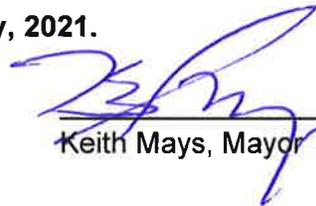
WHEREAS, Council held a work session on December 15, 2020 and requested that a resolution be prepared to amend the Agreement to state that Gall’s performance evaluation would occur annually at the end of each fiscal year.

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

Section 1. The Sherwood City Council hereby approves Amendment No. 8 to the employment agreement between the City of Sherwood and Joseph P. Gall 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. 8
Employment Agreement between Joseph P. Gall and the City of Sherwood, Oregon

This Amendment No. 8 to the Employment Agreement between Joseph P. Gall and the City of Sherwood, Oregon dated June 30, 2014, as previously amended, is made and entered into by Joseph P. Gall and the City of Sherwood, Oregon as of the date last set forth below.

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

- A. CITY shall annually review the performance of 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 EMPLOYEE expressly requests otherwise in writing, the evaluation of 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 CITY or EMPLOYEE from sharing the content of EMPLOYEE's evaluation with their respective legal counsel.

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

City of Sherwood

Joseph P. Gall

Keith Mays, Mayor

Joseph P. Gall

Date

Date