



RESOLUTION 2018-085

AMENDING THE EMPLOYMENT CONTRACT FOR THE CITY ATTORNEY

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 effective until December 1, 2021, as previously amended ("Agreement"); and

WHEREAS, the City is transitioning to issuing City-owned cell phones to certain employees to use for City business, and away from its previous policy of paying stipends to employees in connection with employees' use of their personal cell phones for City business; and

WHEREAS, City Council met in a work session on October 2, 2018 and discussed moving away from the traditional annual performance evaluation process for the City Attorney and City Manager; and

WHEREAS, the Agreement currently contains provisions relating to both a cell phone stipend and an annual performance evaluation; and

WHEREAS, City Council met in a work session on November 20, 2018 and discussed new contract language regarding the evaluation of the City Attorney and City Manager; and

WHEREAS, Council therefore finds it necessary and appropriate to remove the language from the Agreement relating to a cell phone stipend and to amend the language regarding performance evaluation.

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


Section 1. The Sherwood City Council hereby approves Amendment No. 3 to the employment contract between the City of Sherwood and Joshua P. Soper as shown in Exhibit A, attached hereto, 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 4th day of December, 2018.


Keith Mays, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder

**EXHIBIT A
Amendment No. 3**

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

This Amendment No. 3 to the Employment Agreement between Joshua P. Soper and the City of Sherwood, Oregon dated August 10, 2015, as previously amended ("Agreement"), is made and entered into by Joshua P. Soper ("Soper") and the City of Sherwood, Oregon ("City") on the date last set forth below.

The parties hereby agree to delete Section 8(D) of the Agreement in its entirety in order to remove the reference to a cellular phone stipend.

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

Employee will be evaluated annually or on an ongoing basis based on the goals and objectives set by City Council.

The parties further agree to amend Section 4(C) of the Agreement to remove the references to an annual performance evaluation, so that it will read as follows:

Employee's salary will be reviewed annually.

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