

## **RESOLUTION 2021-071**

AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY ATTORNEY EXTENDING THE CONTRACT DURATION AND PROVIDING AN INCREASE IN COMPENSATION "AMENDMENT #7"

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

**WHEREAS,** it appears to Council that it is necessary and appropriate to amend the Agreement to extend the term and provide for an increase in compensation.

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

Section 1. The Sherwood City Council hereby approves Amendment No. 7 to the employment agreement between the City of Sherwood and Joshua P. Soper, attached hereto as 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 3rd day of August, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

## **EXHIBIT A**

## Amendment No. 7

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

This Amendment No. 7 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 and the City of Sherwood, Oregon on 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 \$155,000 effective September 1, 2021, payable in installments at the same time that the other executive employees of the City are paid.

The parties further agree to amend Section 2 of the Agreement so that it will read in its entirety as follows:

Section 2: Term

The term of this Agreement shall be for a period expiring December 1, 2024. In the event this Agreement is not renewed, all compensation, benefits and requirements of this Agreement shall remain in effect until the expiration date unless Employee voluntarily resigns. Except as otherwise provided herein, Employee shall have no further rights of employment, compensation or benefits after the expiration date.

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	
Koith Maya Mayay	Tech o D. C	
Keith Mays, Mayor	Joshua P. Soper	
Date	Date	