

**CITY MANAGER  
EMPLOYMENT AGREEMENT  
AMENDMENT NO. 1**

THIS AMENDMENT is made and entered into this March\_\_\_\_\_, 2025, by and between the City of Sandy, a municipal corporation of the State of Oregon, hereinafter called "City," and Tyler Deems, hereinafter called "Manager."

WHEREAS, City and Manager entered an Employment Agreement effective September 15, 2023 (the "Agreement"); and

WHEREAS, City and Manager desire to amend the Agreement as specified below.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and Manager agree as follows:

Section 2.1 of the Agreement shall be amended to read as follows:

2.1 Length of Agreement. This Agreement shall remain in effect until terminated according to its terms or until the last date the Manager performs work for the City after resignation under Section 3.5, whichever occurs sooner.

Section 3.1 of the Agreement shall be amended to read as follows:

3.1 Not For Cause Termination. In the event Manager is involuntarily terminated by the City before the expiration of this Agreement (albeit Manager is willing and able to perform his duties) for reasons other than those set out above in subsection 3.2, then in that event, Manager shall be entitled to (and City agrees to pay) a severance payment equal to the value of six (6) months' salary. Payment of the severance shall be made as an initial lump sum payment equal to the value of four (4) months' salary, due ten (10) calendar days after termination, followed by a second lump sum payment equal to the value of two (2) months' salary, due one-hundred twenty (120) calendar days after termination. Manager shall not be entitled to the second lump-sum payment if, during the one-hundred twenty (120) calendar day period after termination, Manager accepts employment with another employer. Manager has an affirmative obligation to notify the City upon acceptance of other employment.

Section 4.1 of the Agreement shall be amended to read as follows:

4.1 Temporary Additional Compensation. In recognition of the fact that Manager previously served as the City's Finance Director and continued to serve those functions until a new Finance Director was hired, the City agrees to compensate Manager an additional \$11,000, due no later than April 15, 2025.

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

IN WITNESS WHEREOF, the City Council of the City of Sandy has approved and caused this agreement to be signed and executed in its behalf by its Mayor, and the same has been signed and executed by Manager.

\_\_\_\_\_  
Kathleen Walker,                      Date  
Mayor  
City of Sandy

\_\_\_\_\_  
Tyler Deems                                      Date

DRAFT