



Council Business Meeting

November 7, 2023

Agenda Item	City of Ashland Employment Agreement Deputy City Manager as City Manager	
From	Douglas M McGeary	Acting City Attorney
Contact	Doug.mcgeary@ashland.or.us	
Item Type	Requested by Council <input checked="" type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input type="checkbox"/> Consent <input type="checkbox"/> Public Hearing <input type="checkbox"/> New Business <input type="checkbox"/> Old Business <input type="checkbox"/>	

SUMMARY

The Council has requested that Deputy City Manager Sabrina Cotta put forth a proposal to meet the needs of the City during the transitional time between October 27, 2023 and January 31, 2024 to include salary, benefits and capacity needs for the City Manager’s Office.

POLICIES, PLANS & GOALS SUPPORTED

Respect for the citizens we serve, for each other and for the work we do.
Excellence in governance and City services.

BACKGROUND AND ADDITIONAL INFORMATION

The City needs to have an Acting City Manager on-site for the next three months, as such an employment agreement has been presented that will provide compensation in recognition of that work. This agreement recognizes that additional staff will not be hired during this timeframe and that Council expects duties of both City Manager and Deputy City Manager to be carried out. The Deputy City Manager will rework staff priorities and workload to ensure continuity of operations for the City Manager’s Office during this time with the understanding that it is for a three-month transitional period to expire January 31, 2024 unless both parties agree to an extension.

FISCAL IMPACTS

The proposed employment agreement will have a fiscal impact of \$9,934.93 which can be absorbed in the City Manager’s current BN budget.

DISCUSSION QUESTIONS

NA

SUGGESTED NEXT STEPS

Motion: I move to adopt this employment agreement between the City of Ashland and Deputy City Manager Sabrina Cotta and authorize the Mayor to sign.

REFERENCES & ATTACHMENTS

City of Ashland Employment Agreement Deputy City Manager as City Manager



CITY OF ASHLAND
EMPLOYMENT AGREEMENT
DEPUTY CITY MANAGER AS CITY MANAGER

This Employment Agreement ("Agreement") is entered into between the City of Ashland, an Oregon municipal corporation ("City"), and Sabrina Cotta ("Employee"). This Agreement is effective as of October 27, 2023, and shall remain in force until January 31, 2024. The Agreement may be renegotiated on or after January 31, 2024, subject to mutual agreement.

1. POSITION AND RESPONSIBILITIES

1.1 Employee shall serve as the acting City Manager for the City of Ashland during the term of this Agreement. Employee has assumed these duties due to the absence of the City Manager, who is presently on administrative leave. Employee's primary responsibilities shall include all duties and tasks typically associated with the position of City Manager, as well as those specific duties associated with her present position of Deputy City Manager. To include, but not limited to the City Manager duties of:

- Establish and maintain an excellent working relationship with Council on an individual and collective basis through clear and consistent communication.
- Provide direct staff support to the City Council.
- Prepare the agenda supplying information and reports covering City operations.
- Assist with development and coordination of Council initiatives and goals for the community into action.
- Empower staff through clear communication, set exacting standards and expectations for staff accountability without micromanaging subordinates.
- Work with various groups to encourage and develop economic opportunities, attend meetings and represent the City in multiple organizations and groups.
- Serve as a key public figure for the City and residents, community groups, civic organizations, other agencies, businesses, and the media on issues and projects.

While maintaining the Deputy City Manager duties which include but are not limited to:

- Supervisory responsibility of City Manager's Office staff
- Work with Directors to ensure effective and efficient department operations and projects.
- Ensure programs and policies are administered in compliance with City standards, federal, state, and local laws.
- Provide managerial leadership and advice to directors regarding staff.

- Monitor public relations in consultation with the City’s Communications Officer.
- Evaluate strategies and approaches and provide advice on organizational activities and challenges.
- Supervise and evaluate Department Directors and work collaboratively on organizational activities and challenges.

1.2 Except as may be provided otherwise by the Ashland City Charter the Ashland Municipal Code and other applicable law, or the City's agreement with any other person, Employee shall have the authority to establish internal rules and procedures which the Employee deems necessary for the efficient and effective operation of the City.

2. EMPLOYMENT TERM

The term of employment under this Agreement is retroactive and shall commence on October 27, 2023, and terminate on January 31, 2024, unless otherwise extended by mutual agreement of the parties.

3. TERMINATION

The employment of the Employee may only be terminated under the following circumstances:

3.1. Breach of Agreement: The City may terminate the Employee's employment for a material breach of this Agreement that remains uncured for a period of thirty (30) days after written notice from the City.

3.1.1 The City agrees to provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of her duties and services pursuant to this Agreement.

3.2. Violation of Law, Policy, or Malfeasance: The City may terminate the Employee's employment for the violation of any criminal law, core employment policy, or for malfeasance outside the scope of her employment.

3.2.1 The term “malfeasance” refers to the intentional or deliberate commission of an illegal or wrongful act, and includes misappropriation, dishonesty, breach of trust, insubordination, neglect of duty, failure to perform duties in a manner that is consistent with applicable law, or committing any violation of City policies or standards that the City deems a serious violation; or engaging in other acts or omissions demonstrating a disregard for the interests of the City.

3.3 Except in cases of malfeasance, Employee's performance during the term of this Agreement shall not be used in a detrimental manner with respect to her

employment as a Deputy City Manager or her potential return to the Deputy City Manager position should she decide to resume that role.

4. COMPENSATION

4.1. Base Salary: Employee shall receive a salary equivalent to Step 4 at the same pay rate as the City Manager, plus an additional 10% in recognition of assuming the roles of both City Manager and Deputy City Manager, without replacing the Deputy City Manager. These salary amounts have been determined based on a review of similarly situated cities covering both positions.

4.2. Car Allowance: The Employee shall receive a monthly car allowance of \$400.

4.3. Additional Benefits: In addition to the base salary and car allowance, the Employee shall be entitled to:

4.3.1 Administrative Leave: Employee is entitled to an additional 20 hours of administrative leave to her present allocation (40) of administrative leave for a total of 60 hours per fiscal year.

4.3.2 Vacation Accrual: Employee shall accrue vacation leave at a rate of 16 hours per month.

4.3.3 Professional Development: The City shall provide support for professional organizational memberships and financial support for Employee to travel to professional organizations as a board member on the OCCMA (Oregon City/County Management Association) Board in representation of the City of Ashland.

5. HEALTH INSURANCE.

Except as otherwise already provided in her employment with the City, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to Management and Confidential Employees of the City as provided in the City's Management Resolution.

6. PROFESSIONAL LIABILITY AND BONDING

The City agrees that, to the maximum extent permitted by law, it shall defend, hold harmless, and indemnify the Employee from and against any costs, expenses, demands, claims, suits, actions, or awards incurred in connection with or arising out of an alleged act or omission occurring in the performance of the Employee's duties in her official capacity, provided the incident arose while the Employee was acting within the scope of her duties.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the Employee's employment during the specified term and supersedes all prior agreements, representations, and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF ASHLAND

EMPLOYEE

By: Tonya Graham, Mayor Date

Sabrina Cotta Date