



# Council Business Meeting

January 16, 2024

<b>Agenda Item</b>	City of Ashland Employment Agreement Deputy City Manager as Interim City Manager	
<b>From</b>	Douglas M McGeary	Acting City Attorney
<b>Contact</b>	Doug.mcgeary@ashland.or.us	
<b>Item Type</b>	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**

Per the City Charter when the office of City Manager becomes vacant, the City Council must appoint a manager pro tem. The office of City Manager will be vacant as of January 31, 2024.

**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**

Per the City Charter:  
ARTICLE VIII-A- CITY MANAGER  
SECTION 7.

When the City Manager is temporarily disabled from acting as manager or when the office becomes vacant, the City Council must appoint a manager *pro tem*. The manager *pro tem* has the authority and duties of City Manager, except that a manager *pro tem* may appoint or remove department heads only with City Council approval.

**FISCAL IMPACTS**

No fiscal impact due to City Manager vacancy savings.

**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 PRO TEM 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 February 1, 2024, and shall remain in force until a permanent City Manager is hired and begins employment. The Agreement may be renegotiated at any time, subject to mutual agreement.

1. POSITION AND RESPONSIBILITIES

1.1 Employee shall serve as the Pro Tem City Manager for the City of Ashland during the term of this Agreement. Employee shall be the chief executive and administrative head of the City with primary responsibilities that include all duties and tasks specified in the Ashland City Charter, the Ashland Municipal Code, standard duties associated with the position of City Manager, and the specific duties associated with her present position of Deputy City Manager. The City shall not unreasonably interfere with Employee's performance of such duties.

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 shall commence on February 1, 2024, and terminate upon the hiring of a permanent City Manager, 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 "core employment policy" refers to the fundamental principles and guidelines that regulate employee conduct, reflecting the organization's core values and culture. These policies encompass principles such as respect, honesty, integrity, teamwork, and professionalism.

3.2.2 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 applicable in 3.2, 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.

3.4 In the event Employee is dismissed by the City during the term of this Agreement and not allowed to resume employment as Deputy City Manager, and Employee is not being dismissed for any reason set forth in subsection 3.2, the City agrees to offer Employee a severance agreement and 90-day notice. Such severance agreement shall not be unreasonably withheld. The amount of the severance pay to be offered to Employee in the severance agreement shall be equal to twelve (12) months of the Employee's base salary at the time of dismissal.

3.5 If the Employee resigns or accepts another position within the city organization, the Employee forfeits their right under the terms for severance pay herein unless the Parties mutually agree otherwise.

#### 4. COMPENSATION

4.1. Base Salary: Employee shall receive a salary equivalent to Step 4 City Manager salary schedule, 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. The City agrees to annually increase the monthly salary and/or other benefits of the Pro Tem City Manager in the same percentage as may be accorded to other Management and Confidential Employees of the City.

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 80 hours of Administrative Leave in July of each 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.

4.3.4 Deferred compensation: The City shall provide a deferred compensation match of \$100 per month.

## 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. PERFORMANCE EVALUATION

The Mayor and City Council shall review and evaluate the performance of the Employee at least once prior to hiring a City Manager or August 1, 2024, whichever occurs first. The Employee shall receive a written copy of the performance evaluation and be provided with an adequate opportunity to discuss details and recommendations of the evaluation. At that time, the Council may arrange for additional opportunities to have assigned members of the Council to meet with the Employee to discuss compliance with evaluation recommendations.

## 7. 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.

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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.

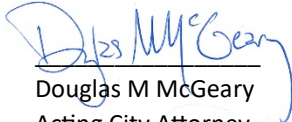
CITY OF ASHLAND

EMPLOYEE

\_\_\_\_\_  
By: Tonya Graham, Mayor                      Date

\_\_\_\_\_  
Sabrina Cotta    Date

Approved as to Form

  
\_\_\_\_\_  
Douglas M McGeary  
Acting City Attorney