

# Council Communication

## August 19, 2014, Business Meeting

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### **Approval of an employment agreement with Michael Black as Director of Parks & Recreation**

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**FROM:**

Dave Kanner, City Administrator, kannerd@ashland.or.us

**SUMMARY**

The position of Ashland Parks & Recreation Director became vacant on July 1, with the retirement of long-time director Don Robertson. The Parks & Recreation Commission conducted an open and competitive selection process for the position of Parks & Recreation Director with the assistance of Wendi Brown of W. Brown Consulting Partners. Eight finalists were invited to Ashland to participate in an interview and selection process. Michael Black, who most recently served as Parks & Community Development Director for the City of Grants Pass, OR, was selected for the position. Michael's background includes more than 22 years working in city planning and community services with an emphasis for the past ten years on parks and recreation.

**BACKGROUND AND POLICY IMPLICATIONS:**

Don Robertson retired July 1, 2014, after serving as Ashland's Director of Parks & Recreation for nearly 11 years. Per City Council resolution 2013-25, the Parks & Recreation Commission ran the hiring process for and made the selection of a new Parks & Rec director. The Commission utilized a professional recruiter, Wendi Brown, to assist in a nationwide search for Don's successor. The recruitment drew a total of 75 applications and 29 were interviewed and screened by phone. Ultimately, the list was narrowed down to eight finalists who interviewed with the Commission and several other panelists on July 22, 2014. Three candidates were invited back on July 23, 2014, for a second interview with the full Commission. Michael Black received unanimous support from the commission and they recommend approval of his employment agreement by the City Council.

Michael brings a unique skill-set to the position. After serving in the U.S. Navy, Michael attended the University of Utah, where he earned a BS in Urban Planning and an MS in Urban Planning with an emphasis in Urban Design. His career in local government began in Utah where he held several positions ranging from City Planner, Community and Economic Development Director. He later worked as a consultant in Urban Design and Planning before relocating to Oregon.

Over the past four years, Michael has been a valued member of the executive team with the City of Grants Pass. He routinely provides the City Council with advice on land use issues; he has worked effectively with multiple partner entities and groups; he has served as a liaison to various local and regional work groups; and he managed the City's Urban Growth Boundary and annexations. His accomplishments in Grants Pass also include managing a \$26 million parks master plan, and various



development plans including downtown and transportation. He was directly responsible for overseeing 27+ employees and an operating budget of \$5.5 million.

Michael is excited to start work as the new Parks & Recreation Director on August 20, 2014.

**FISCAL IMPLICATIONS:**

Funds are budgeted and appropriated in FY 2014-15 for this position.

**STAFF RECOMMENDATION AND REQUESTED ACTION:**

Pursuant to the Parks & Recreation Commission's selection of Michael A. Black as Director of Parks & Recreation, staff recommends the Council approve Michael's employment agreement.

**SUGGESTED MOTIONS:**

I move ratification of the mayor's appointment of Michael A. Black as Director of Parks & Recreation, and approval of an employment agreement between the City of Ashland and Michael A. Black as Director of Parks & Recreation.

**ATTACHMENTS:**

Employment Contract



**ASHLAND PARKS & RECREATION  
Employment Agreement**

**Director of Parks & Recreation**

This Agreement, made and entered into this \_\_\_\_ day of August, 2014 by and between the City of Ashland ("City"), acting by and through the Ashland Parks & Recreation Commission ("Commission") and Michael Black ("Employee").

**RECITALS**

- A. In Resolution No. 2013-25, the Ashland City Council expressly authorized the Commission to select the Director of Parks & Recreation; and
- B. The Commission wishes to employ the services of Employee as Director of Parks & Recreation and to establish certain conditions of employment for Employee; and,
- C. Employee desires to accept employment as Director of Parks & Recreation, and to begin his employment **August 20, 2014.**

**AGREEMENT**

**Section 1. Duties.**

The City, acting by and through the Commission, hereby agrees to employ Michael Black as the Director of Parks & Recreation to perform the functions and duties specified in the job description for the position, and to perform such other legally and ethically permissible and proper duties and functions as the Commission shall from time to time assign. The Director of Parks & Recreation shall devote full time to the performance of his duties.

**Section 2. Term.**

- A. Subject to Action Municipal Code 3.08 (General Personnel Policies & Employee Responsibilities); the most current version of City Administrative Policies; Section 11 below; and Paragraphs B, C, and D of this Section, the parties each expect Employee will remain in the employ of the City at least until August 20, 2017.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the discretion of the Commission Chair, with the consent of the Commission, the Mayor, and City Council to terminate the services of the Director of Parks & Recreation, with or without good cause, at any time, subject only to the provisions set forth in the section of this Agreement titled "Severance Pay."
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the discretion of the Employee to resign at any time from his position with the Commission, subject only to following conditions:

- 1) In the event Employee wishes to voluntarily resign the position during the term of this Agreement, Employee will give the Commission thirty (30) days written notice of such intention, unless such notice is waived by the Commission Chair, with consent of the Commission.
  - 2) Upon resignation during the term of this Agreement, Employee will cooperate in every way with efforts to achieve an orderly, professional transfer of responsibilities to Employee's successor.
- D. Employee will neither accept other employment nor become employed by any other employer while employed as Director of Parks & Recreation. This provision, however, shall not restrict Employee from using vacation or personal leave for teaching, consulting or other activities provided these activities do not conflict with the regular duties of the Employee and are approved in writing by the Commission Chair, with the consent of the Commission.
- E. In the event written notice is not given by either party to terminate this Agreement at least ninety (90) days prior to the termination date, this Agreement shall be extended for successive three-year periods on the same terms and conditions provided herein.

### **Section 3. Salary**

Beginning August 20, 2014, City agrees to pay Employee a monthly salary at step C of the Department Head salary schedule (\$8,648.24 per/month). Employee will advance to the next step after one year of successful performance as determined by the Commission. The City agrees to annually increase the monthly salary and/or benefits in the same percentage as may be accorded other City Department Heads.

### **Section 4. Performance Evaluation.**

The Commission shall review and evaluate the performance of the employee at least once annually. Employee shall receive a written copy of the performance evaluation and be provided an adequate opportunity for the employee to discuss the details of the evaluation. A copy of such performance evaluations shall be retained in Employee's personnel file.

### **Section 5. Hours of Work.**

It is recognized that Employee must devote a great deal of time outside the normal office hours to the duties of Director of Parks & Recreation, and to that end Employee will be allowed to take compensatory time off as Employee shall deem appropriate during normal office hours, so long as execution of Employee's duties is not adversely affected. Work in excess of forty (40) hours per week is deemed part of the professional responsibility for which Employee shall not be paid overtime. In recognition of the extra hours required of the Director of Parks & Recreation, Employee shall receive forty (40) hours of Administrative Leave each year to be used before June 30<sup>th</sup> or deemed forfeited.

## **Section 6. Automobile.**

Employee's duties require that Employee shall have the use of a motor vehicle at all times during his employment. Employee shall receive an automobile allowance of \$400.00/month for the use of said automobile for travel. Employee shall be responsible for paying for insurance, operation, maintenance and repairs of the vehicle.

## **Section 7. Health, Welfare and Retirement.**

Employee will receive forty (40) hours of vacation at the Employee's first day of work, and (40) hours of sick leave. The Employee's vacation accrual rate will be adjusted so that the Employee accrues vacation at the same rate as other City Department Heads. Employee shall be entitled to the same health benefit package available to any other City Department Head. Except as modified by this Agreement, Employee shall be entitled to receive the same fringe benefits (including HRA-VEBA), holidays, and working conditions as all other current full-time, regular employees working in the Ashland Parks & Recreation Department, including any subsequent amendments thereto.

## **Section 8. Dues and Subscriptions.**

Subject to any express budget limitations, City, acting by and through the Commission, agrees to budget and to pay for the professional dues and subscriptions necessary for Employee's active participation in national, regional, state and local associations and organizations useful for Employee's continued professional, growth and advancement, and for the good of the Commission.

## **Section 9. Professional Development**

Subject to any express budget limitations, City, acting by and through the Commission, hereby agrees to annually budget and allocate sufficient funds to pay necessary travel and living expenses of Employee while he represents the Commission at conferences, trainings, official business meetings or professional organizations that serve the Commission's interest and/or are reasonably necessary to provide for the professional advancement of the Director of Parks & Recreation. Membership on any national or state commission or committee shall be subject to the approval of the Commission.

## **Section 10. Professional Liability**

City agrees that it shall defend, hold harmless, and indemnify Employee from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against Employee in his individual capacity or in his official capacity, provided the incident arose while Employee was acting within the scope of his employment as Director of Parks & Recreation.

## **Section 11. Severance Pay**

- A. In the event Employee is dismissed during the term of this Agreement, and Employee is not being dismissed for any reason set forth in Paragraphs B or C of this Section, City will offer Employee a severance agreement. The amount of severance pay to be offered to Employee in the severance agreement will equal

Employee's monthly base salary at the time of dismissal; times the number of months Employee has been employed up to a maximum of six (6) months.

In addition, the severance agreement offered to Employee will provide for continued payment of the employer portion of the premium for medical and dental insurance coverage through the end of the month the Employee's severance pay is intended to cover or until the last day of the month in which Employee obtains employment with alternative insurance, whichever occurs earlier.

As a condition of the severance agreement offer, the Employee will be required to release the City and the Commission, their officers, representatives, insurers, and employees from claims arising from Employee's employment as Director of Parks & Recreation and separation of employment.

- B. Employee will not be eligible to receive the severance agreement offer described in Paragraph A of this Section if this Agreement is not renewed as provided in Section 2, above. Employee also will not be eligible to receive the severance agreement offer if Employee breaches any provision of this Agreement, or if Employee engages in any act of misconduct in the performance of duties as Director of Parks & Recreation. The term "misconduct" includes misappropriation, dishonesty, breach of trust, insubordination, neglect of duty, failure to perform duties in a manner that is consistent with applicable law, failure to correct performance deficiencies identified in writing by the Commission after a reasonable opportunity, as determined by the Commission, to correct the deficiencies; committing any violation of City or Commission policies or standards that the Commission deems a serious violation; or engaging in other action demonstrating a disregard for the interest of the City or Commission. The term "misconduct" also includes engaging in criminal acts or other off-duty behavior that the Commission views as impairing the Employee's ability to effectively perform the Employee's duties or jeopardize the reputation of the City or Commission.
- C. Employee will not be eligible to receive the severance agreement offer described in Paragraph A of this Section if Employee, in accordance with applicable law, is dismissed due to a disability that prevents Employee from performing the duties of the position.

## **Section 12. Severability.**

In any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portions of the Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision.

**Section 13. Other Terms and Conditions of Employment**

The Employee is subject to all personnel policies of the City and the City's Management Resolution except to the extent that they are inconsistent with an expressed term of this Agreement.

**Section 14. PERS Pick-up**

Employee contributions to the Public Employees' Retirement System (PERS) shall be "picked up" by the City. Employee shall not have the option of receiving money designated for retirement contributions and directly making the contribution to PERS. Employee's reported salary for tax purposes shall be reduced by the amount of the employee's contribution to PERS.

**Section 15. Complete Agreement**

This Agreement shall constitute the entire agreement between the City, acting by and through the Commission, and Employee and supersedes all prior agreements, representations and understandings between them. No supplement, modification or amendment of this Agreement shall be binding unless it is set forth in a writing that is signed by the Mayor and approved by the Commission. Likewise, no waiver or any provision of this Agreement shall be valid unless set forth in writing that is signed by the Mayor and approved by the Commission.

ASHLAND PARKS &  
RECREATION COMMISSION

CITY OF ASHLAND

\_\_\_\_\_  
By: Stefani Seffinger, Ashland Parks &  
Recreation Commission Chair  
Dated this \_\_\_\_\_ day of August, 2014

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By: John Stromberg, Mayor  
Dated this \_\_\_\_\_ day of August, 2014

EMPLOYEE

\_\_\_\_\_  
Michael Black  
Dated this \_\_\_\_\_ day of August, 2014