

# Council Business Meeting

April 7, 2020

<b>Agenda Item</b>	Mayoral Appointment of Bryn Morrison as Interim Finance Director	
<b>From</b>	Kelly A. Madding	City Administrator
<b>Contact</b>	<a href="mailto:Kelly.madding@ashland.or.us">Kelly.madding@ashland.or.us</a> ; (541) 488-6002	

## **SUMMARY**

The City Council is being asked to confirm the Mayoral appointment of Bryn Morrison as the Interim Finance Director. The action that the confirmation takes is the approval of an employment agreement between the City of Ashland and Bryn Morrison to serve as Interim Finance Director.

## **POLICIES, PLANS & GOALS SUPPORTED**

Comply with Ashland Municipal Code Section 2.28.110 and 2.28.120.

## **PREVIOUS COUNCIL ACTION**

The City Council, during the 2019-2021 biennial budget eliminated the Finance Director's position as a cost saving measure.

## **BACKGROUND AND ADDITIONAL INFORMATION**

The employment agreement commences on April 11 and ends on August 31, 2020 or until the regular full-time position of Finance Director is filled. The employment contract requires Ms. Morrison to perform all the duties required by the Finance Director job description and Ashland Municipal Code and affords her the regular benefits of a Department Head.

## **FISCAL IMPACTS**

Due to the timing of the previous Administrative Services/Finance Director's departure the City Council, in a cost saving measure, did not fill the vacancy. However, there is a need for an Interim Finance Director due to the proposal to make Adam Hanks the Interim City Administrator. It is staff's intention to use a portion of the cost savings in temporarily not filling the Assistant City Administrator's vacancy for the Interim Finance Director.

## **STAFF RECOMMENDATION**

Staff recommends confirming the Mayor's appointment of Bryn Morrison to the Interim Finance Director's position and authorizing the Mayor to sign the employment agreement to effectuate appointment.

## **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I move to confirm the Mayor's appointment of Bryn Morrison as the Interim Finance Director and authorize the Mayor to sign the related employment agreement.

I move to amend the employment agreement . . .

## **REFERENCES & ATTACHMENTS**

Attachment 1: Employment agreement between the City of Ashland and Bryn Morrison.

**CITY OF ASHLAND**  
**Employment Agreement**

**Interim Finance Director**

THIS AGREEMENT made and entered into this \_\_\_<sup>th</sup> day of March 2020, by and between the City of Ashland ("City") and Bryn Morrison ("Employee").

**R E C I T A L S :**

- A. Employee is currently the Administrative Services Manager of the City of Ashland.
- B. City desires to employ the services of Employee as Interim Finance Director of the City of Ashland; and
- C. It is the desire of the Mayor and City Council to set up certain conditions of employment for Employee; and
- D. It is the desire of the Council to (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment until August 31, 2020, or until the regular full-time position of Finance Director is filled by appointment as prescribed by the City Charter, whichever occurs first; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to financial security; and (3) to provide a just means for terminating this agreement.
- E. Employee desires to accept employment as Interim Finance Director of Ashland as of April 11, 2020.

**City and Employee agree as follows:**

**Section 1. Duties.** The City hereby agrees to employ Bryn Morrison as the Interim Finance Director of the City from April 11, 2020, until termination of this agreement to perform the functions and duties specified in the job description for the position, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. Employee shall devote full time to the performance of the duties of Finance Director for the duration of interim appointment. Employee will cooperate in every way with the smooth and normal transfer to any individual subsequently appointed to perform the duties of Finance Director. During the term of this agreement, Employee shall not become employed or accept employment by any other employer.

**Section 2. Term.** This agreement shall terminate on the earlier of August 31, 2020 or the date the permanent position of Finance Director is filled by appointment as provided in the City Charter, unless the term is otherwise modified as provided in this agreement.

### **Section 3. Return to Previous Position.**

- A. Upon termination of this agreement, Employee may, at her sole discretion, return to her current position of Administrative Services Manager under the same terms and conditions as those currently in effect for that position.
- B. At any time during the term of this agreement, after having given the City three weeks advance notice, Employee may elect to voluntarily resign from the position of Interim Finance Director and return to her current position of Administrative Services Manager under the same terms and conditions as those currently in effect for that position.

**Section 4. Salary.** City agrees to pay Employee a wage of \$54.7606/hour (\$9,491/month) while serving as the Interim Finance Director. She will be entitled to any cost of living adjustment afforded other Department Heads of the City.

**Section 5. Health, Welfare and Retirement.** Except as modified by this agreement, Employee shall be entitled to receive the same retirement, vacation, sick leave benefits, holidays, and other fringe benefits and working conditions as they now exist or may be amended in the future, as apply to any department head, as spelled out in the City's Management Resolution in addition to any of its enumerated provisions specifically for the benefit of Employee as provided in this agreement.

**Section 6.** It is recognized that Employee must devote a great deal of time outside the normal office hours to the business of the City. Employee will be allowed to take compensatory time off as Employee shall deem appropriate during normal office hours, so long as the business of the City is not adversely affected. Work in excess of forty hours per week is deemed part of the professional responsibility for which the Employee shall not be paid overtime. Also, Employee shall receive forty (40) hours of administrative leave July 1, 2020 to be used before June 30, 2021 or deemed forfeited.

**Section 7. Automobile Allowance.** Employee's duties require that Employee shall always have the exclusive use during employment with the City of an automobile to carry out the business of the City. The City shall supply a vehicle or an automobile allowance of \$350/month if the employee chooses to use her own personal vehicle for City business. Employee shall handle paying for insurance, operation, maintenance, and repairs of her personal vehicle.

**Section 8. Professional Liability.** The City agrees that it shall defend, hold harmless, and indemnify the Finance Director from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against Employee in her individual capacity or in her official capacity, provided the incident arose while he was acting within the scope of her employment as Interim Finance Director. If, in Employee's good faith opinion, a conflict exists between Employee's legal position in such legal proceedings and the legal position of the City, employee shall be entitled to be represented in the matter by well-qualified outside counsel the City selects and pays or, at Employee's discretion, by counsel of Employee's choosing at her sole expense.

**Section 9. Other Terms and Conditions of Employment.** Employee is subject to all personnel policies of the City and the City's Management Resolution except to the extent they are inconsistent with an express term of this agreement. Nothing in this agreement shall

prevent, limit, or otherwise interfere with the right of the City to terminate Employee for cause during or after the term of this agreement.

**Section 10. Tools and Equipment.** City agrees to supply the tools and equipment necessary for the Interim Finance Director to efficiently perform her duties.

**Section 6. Severability.** If 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.

Dated this \_\_\_\_ of \_\_\_\_\_, 2020.

Approved as to form by \_\_\_\_\_  
David Lohman, City Attorney

\_\_\_\_\_  
Melissa Huhtala, City Recorder

\_\_\_\_\_  
John Stromberg, Mayor

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Bryn Morrison