

Council Business Meeting

April 7, 2020

Agenda Item	Mayoral Appointment of Scott Fleury as Interim Public Works Director	
From	Kelly A. Madding	City Administrator
Contact	Kelly.madding@ashland.or.us ; (541) 488-6002	

SUMMARY

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

POLICIES, PLANS & GOALS SUPPORTED

Comply with Ashland Municipal Code Section 2.28.320 and 2.28.330.

PREVIOUS COUNCIL ACTION

The Mayor accepted Paula Brown's letter of resignation as the Public Works Director beginning May 2, 2020.

BACKGROUND AND ADDITIONAL INFORMATION

The employment agreement commences on May 1 and ends on December 31, 2020 or until the regular full-time position of Public Works Director is filled. The employment contract requires Mr. Fleury to perform all the duties required by the Public Works Director job description and Ashland Municipal Code and affords him the regular benefits of a Department Head. The agreement allows Mr. Fleury to return to his existing position of Deputy Public Works Director when a permanent Public Works Director is hired.

FISCAL IMPACTS

There will cost savings as the position of Deputy Public Works Director is not filled during Mr. Fleury's interim assignment.

STAFF RECOMMENDATION

Staff recommends confirming the Mayor's appointment of Scott Fleury to the Interim Public Works 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 Scott Fleury as the Interim Public Works 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 Scott Fleury.

CITY OF ASHLAND
Employment Agreement

Interim Public Works Director

THIS AGREEMENT made and entered into this ___th day of March 2020, by and between the City of Ashland ("City") and Scott Fleury ("Employee").

R E C I T A L S:

- A. Employee is currently Deputy Public Works Director of the City of Ashland.
- B. City desires to employ the services of Employee as Interim Public Works Director of the City of Ashland; and
- C. It is the desire of the Mayor and City Council to establish certain conditions of employment for Employee; and
- D. It is the desire of the Council to (1) secure and retain the services of Employee as Interim Public Works Director commencing May 1, 2020, and to provide inducement for Employee to remain in such employment until December 31, 2020, or until the regular full-time position of Public Works 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 Public Works Director of Ashland as of May 1, 2020.

City and Employee agree as follows:

Section 1. Duties. The City hereby agrees to employ Scott Fleury as the Interim Public Works Director of the City from May 1, 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 Public Works 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 Public Works 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 December 31, 2020 or the date the permanent position of Public Works 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 his sole discretion, return to his current position of Deputy Public Works Director 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 Public Works Director and return to his current position of Deputy Public Works Director 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 \$57.4986/hour (\$9,966.41/month) until his regularly scheduled salary increase or until this agreement terminates.

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 during the term of this agreement require that Employee have ready access to an automobile to carry out the business of the City. The City shall supply a vehicle for Employee's exclusive use or an automobile allowance of \$350/month if the employee chooses to use his own personal vehicle for City business. Employee shall handle paying for insurance, operation, maintenance, and repairs of his personal vehicle.

Section 8. Professional Liability. The City agrees that it shall defend, hold harmless, and indemnify the Public Works Director 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 he was acting within the scope of his employment as Interim Public Works 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 his 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 Public Works Director to efficiently perform his duties.

Section 11. 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.

Section 12. Complete Agreement. This agreement shall constitute the entire agreement between City and Employee and supersedes all prior agreements, representations, and understandings between them. No supplement, modification, waiver, or amendment of this agreement shall be binding on either party unless it is set forth in a writing that is signed by Employee and by the Mayor and approved by the City Council.

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.

Scott Fleury