

Council Business Meeting

December 1, 2020

Agenda Item	Approval of Contract for City Manager Pro Tem	
From	Tina Gray Dave Lohman	Human Resource Director City Attorney
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SUMMARY

The City Council confirmed the Mayoral appointment of Adam Hanks as Interim City Administrator after the departure of Kelly Madding at the [April 7, 2020, Regular Business Meeting](#). Council discussed the selection process for a new City Manager in a [Study Session on August 31, 2020](#), and decided to postpone the process for selecting a “permanent” City Manager until January 2021, allowing the newly elected Council to make the hiring decision.

The initial contract for Adam Hanks as Interim City Administrator expires on December 31, 2020. The time necessary for decision on a process for selecting a City Manager, recruitment, interviewing, and possible relocation could well mean the position will need to be filled on a temporary basis until at least June 30, 2021 and possibly longer. A new contract with Adam Hanks is needed if he is to serve as City Manager Pro Tem beginning January 1, 2021, as required by the recent Charter amendments.

POLICIES, PLANS & GOALS SUPPORTED

Comply with Ashland Municipal Code Section 2.28.110 and 2.28.120.

PREVIOUS COUNCIL ACTION

At the April 7, 2020, Regular Business Meeting, Council approved the interim appointment of Adam Hanks to temporarily fill the position of City Administrator. Hanks also served as Interim City Administrator for four months in 2018 at the City Council's request.

BACKGROUND AND ADDITIONAL INFORMATION

Hanks was appointed as Interim City Administrator in April 2018 and served in that role for four months. When Kelly Madding then became City Administrator, she formalized Hanks' role as Assistant City Administrator. Charter amendments approved by voters in May 2020 eliminated the position of City Administrator and established the new position of City Manager as of January 1, 2021. When Madding left the City in April 2020, the Mayor and City Council asked Hanks to serve a second time as Interim City Administrator to ensure continuity of leadership at a critical time for the City. Since then, he also has continued to fulfill the duties of the budgeted Assistant City Administrator position, without additional compensation.

At the time of Hanks' appointment as Interim City Administrator in April, staff anticipated a selection process would get underway immediately. The COVID-19 pandemic, Almeda Fire, and the election of new City Council members resulted in a selection process that will not kick-off until January 2021.

Under the contract proposed in this agenda item, Hanks would begin January 1, 2021 serving as City Manager Pro Tem (alternatively titled “Interim City Manager”), while also performing the duties of the budgeted position of Assistant City Administrator. At the outset of someone other than Hanks serving as appointed permanent City Manager or at any time prior to September 1, 2021, Hanks would have the option of terminating his employment

with the City or resuming the budgeted position of Assistant City Administrator (presumably to be re-titled “Deputy City Manager).

FISCAL IMPACTS

When Kelly Madding left the City, she was at Step 5 of the City Administrator salary range. Hanks was placed into the salary range as Interim at Step 4, which resulted in an incremental salary savings. Additionally, staff did not back-fill the Assistant City Administrator position, further reducing personnel costs in the Administration Department. The budget committee approved funding for the position of Assistant City Administrator in the adopted Fiscal Year (FY) 2019-21 Biennial Budget. Accordingly, approval of the proposed employment contract would not incur any additional costs and would continue to accrue savings with Hanks carrying the duties of both positions.

STAFF RECOMMENDATION

Staff recommends authorizing the Mayor to sign the proposed employment agreement with Adam Hanks to serve as City Manager Pro Tem starting January 1, 2021.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to authorize the Mayor to sign the proposed employment agreement under which Adam Hanks could serve as City Manager Pro Tem until a permanent City Manager appointment is made, or until June 30, 2021, whichever occurs first.

REFERENCES & ATTACHMENTS

Attachment 1: City Manager Pro Tem Employment Contract between Adam Hanks and the City of Ashland

**CITY OF ASHLAND
Employment Agreement**

City Manager Pro Tem

THIS AGREEMENT is made by and between the City of Ashland ("City") and Adam Hanks ("Employee").

R E C I T A L S:

A. Employee is currently Interim City Administrator of the City of Ashland under an employment contract in effect through December 31, 2020.

B. Due to Charter amendments approved by voters in May, 2020, the position of City Administrator will no longer exist as of January 1, 2021, and the person filling the newly established position of City Manager is to assume the responsibilities of the previous City Administrator position plus additional specified responsibilities. The Charter amendments further provided for temporarily filling the position of City Manager with a City Manager Pro Tem until a permanent City Manager is appointed.

C. The City wishes to (1) secure the services of Employee as City Manager Pro Tem commencing January 1, 2021 and provide inducement for Employee to remain in such employment until either September 1, 2021 or the regular full-time position of City Manager is filled through appointment by the Mayor and confirmation by the City Council; (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to financial security; (3) provide a just means for terminating this agreement; and (4) establish certain conditions of employment for Employee.

D. Employee desires to accept employment as City Manager Pro Tem of Ashland effective January 1, 2021.

AGREEMENT:

City and Employee agree as follows:

Section 1. Duties. The City hereby agrees to employ Employee as City Manager Pro Tem from January 1, 2021 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 City Manager for the duration of this interim appointment. Employee will cooperate in every way with the smooth and normal transfer to any individual subsequently appointed to perform the duties of City Manager. During the term of this agreement, Employee shall not become employed or accept employment by any other employer.

Section 2. Term. Unless the term is otherwise modified as provided herein, this agreement shall terminate on the earlier of September 1, 2021 or the date on which the position of City

Manager is occupied pursuant to a fully-executed multi-year employment contract with Council's appointee.

Section 3. Return to Previous Position.

- a) Upon termination of this agreement, Employee may, at his sole discretion, return to his previous position of Assistant City Administrator under the same terms and conditions as those currently in effect for that position, except that the job title may be changed to "Assistant City Manager."
- 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 City Manager Pro Tem, and return to his previous position of Assistant City Administrator under the same terms and conditions as those currently in effect for that position, except that the job title may be changed to "Assistant City Manager."

Section 4. Salary. City agrees to pay Employee a wage of \$73.3843/hour (\$12,719.93/month) until his regularly scheduled salary increase which occurs on July 1, 2021.

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.

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 Employee shall not be paid overtime. Employee shall receive forty (40) hours of paid administrative leave for use during the period from January 1, 2021 to June 30, 2021. Any portion of this paid administrative leave unused by June 30, 2021 shall be forfeited. Also, for each full month in which Employee serves as City Manager Pro Tem from July 1, 2021 until September 1, 2021, Employee shall receive seven (7) hours of additional paid administrative leave, the accrued total of which must be used prior to September 1, 2021 or 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 \$400/month if 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 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 he was acting within the scope of his employment as City Manager Pro Tem or his previous employment as Interim City Administrator. 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 the term of this agreement.

Section 10. Tools and Equipment. City agrees to supply the tools and equipment necessary for the City Manager Pro Tem to efficiently perform his duties.

Section 11. Severability. If any part, term, or provision of this agreement is held by a court of competent jurisdiction 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 following approval by the City Council.

John Stromberg, Mayor

December _____, 2020

Adam Hanks

December _____. 2020

Approved as to form by _____
David Lohman, City Attorney