

# Council Business Meeting

June 15, 2021

|                    |   |                      |
|--------------------|---|----------------------|
| <b>Agenda Item</b> | Confirmation of Mayoral Appointment of Katrina Brown as Interim City Attorney |                      |
| <b>From</b>        | Adam Hanks  | City Manager Pro Tem |
| <b>Contact</b>     | Adam.hanks@ashland.or.us; 541-552-2046  |                      |

## **SUMMARY**

The City Council is being asked to approve Katrina Brown's appointment as Interim City Attorney and authorize the City Manager Pro Tem to sign an employment agreement between the City of Ashland and Katrina Brown.

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

Comply with Ashland Municipal Code Section 2.28.230 and 2.28.240.

2019-2021 City Council Goals & Priorities

- Essential Services

## **PREVIOUS COUNCIL ACTION**

N/A

## **BACKGROUND AND ADDITIONAL INFORMATION**

David Lohman announced his plans to retire after serving as the City Attorney for ten years. City staff has worked with the Mayor to outline a recruitment and selection process for Council consideration. Staff is recommending the Appointment of Katrina Brown as Interim City Attorney while the City conducts a competitive search for City Attorney. Katrina has been working closely with David Lohman as the Assistant City Attorney since 2017 and her appointment will ensure continuity of legal services.

The City Attorney works at the discretion of the City Council in collaboration with City staff to protect the legal interests of the City; therefore, the appointment requires approval of the City Council.

## **FISCAL IMPACTS**

The City Attorney position has funding and existing appropriations available. Staff is recommending that Katrina be placed in the salary range for City Attorney at a level commiserate with the responsibilities of the Interim role, which will result in short-term savings while running the department with one full-time Attorney. Katrina will need to contract out some portions of the legal workload, which may include Municipal Court Prosecution, which she routinely handles in her role as Assistant City Attorney. Contracting out some legal services will allow her to support the City Council and organization as the primary legal counsel until the office returns to full staffing.

## **STAFF RECOMMENDATION**

Staff recommends the Council approve Katrina Brown's appointment as Interim City Attorney and authorize the City Manager Pro Tem to sign the employment agreement to effectuate the appointment.

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

1. I move to approve Katrina Brown’s appointment as Interim City Attorney and authorize the City Manager Pro Tem to sign the related employment agreement.
2. I move to amend the employment agreement . . .

**REFERENCES & ATTACHMENTS**

Attachment 1: Employment agreement between the City of Ashland and Katrina Brown

# CITY OF ASHLAND EMPLOYMENT AGREEMENT

## Interim City Attorney

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of June 2021, by and between the City of Ashland ("City") and Katrina L. Brown ("Employee").

### RECITALS

- A. Employee is currently the Assistant City Attorney for the City of Ashland; and
- B. The City desires to employ the services of Employee as Interim City Attorney for the City of Ashland; and
- C. The City desires to establish certain conditions of employment for Employee; and
- D. It is the desire of the City to: (1) secure and retain the services of Employee as Interim City Attorney commencing July 1, 2021, and to provide an inducement for Employee to remain in such employment until December 31, 2021, or until the regular, full-time position of City Attorney is filled by recommendation of the Mayor and confirmation by the City Council, whichever occurs first; (2) to make possible total work productivity by assuring Employee's morale and peace of mind concerning financial security; and (3) provide a means for terminating this Agreement; and
- E. Employee desires to accept employment as Interim City Attorney for the City of Ashland.

### AGREEMENT

Now therefore, the City and Employee hereby agree as follows:

**Section 1. Duties.** The City agrees to employ Katrina Brown as Interim City Attorney for the City of Ashland to perform the functions and responsibilities as 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 City Attorney's responsibilities for the duration of this Agreement.

**Section 2. Effective Date; Term.**

- A. Employee is appointed to the position of Interim City Attorney commencing July 1, 2021 (the "Effective Date").
- B. Employee agrees to remain in the position of Interim City Attorney until December 31, 2021, or until the regular, full-time position of City Attorney is filled, whichever occurs

first.

- C. In the event Employee wishes to voluntarily resign from the position of Interim City Attorney during the term of this Agreement, Employee shall give the City not less than three (3) weeks written notice of such intention, unless the Mayor and City Council waive such notice requirement. The Employee will cooperate in every way with the smooth and regular transfer of duties to any individual newly-appointed to perform the duties of City Attorney.
- D At any time during the term of this Agreement, Employee may elect, at her option, to voluntarily resign from the position of Interim City Attorney and return to her regular job as Assistant City Attorney under the same terms and conditions as those currently in effect for that position.

**Section 3. Salary.** The City agrees to pay Employee a wage of \$66.5619/hour (\$11,537.37month) until her regularly scheduled salary increase.

**Section 4. Health, Welfare, and Retirement.** Except as specifically modified by this Agreement, Employee shall be entitled to receive the same retirement benefits, vacation leave, sick leave, holidays, administrative leave, health insurance, 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 those enumerated in this Agreement specifically for the benefit of Employee.

**Section 5. Automobile Allowance.** The City shall provide an automobile allowance of \$350.00 per month for the use of a motor vehicle for City business and travel. Employee shall be responsible for paying all insurance, operation, maintenance, and repair costs of the motor vehicle.

**Section 6. Tools and Equipment.** The City agrees to supply all tools and equipment necessary for the Interim City Attorney to perform her duties effectively and efficiently.

**Section 7. Dues and Subscriptions.** The City agrees to pay for the professional dues and subscriptions for Employee necessary for the continuation and full participation in national, regional, state, and local associations and organizations necessary for Employee's continued professional growth and development, and for the good of the City.

**Section 8. 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 terms and provisions of the Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision.

**Section 9. Complete Agreement.** This Agreement shall constitute the entire understanding and agreement between the City and Employee and supersedes all prior agreements, representations, and understandings between the parties. No supplement, modification, waiver, or amendment of this Agreement shall be binding on either party unless set forth in writing, signed by Employee and by the Mayor, and approved by the City Council.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
Julie Akins, Mayor

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Katrina L. Brown