

# Council Business Meeting

July 3, 2018

<b>Title:</b>	Confirmation of Mayoral Appointment of Kelly Madding as City Administrator	
<b>From:</b>	John Stromberg	Mayor
	<a href="mailto:john@council.ashland.or.us">john@council.ashland.or.us</a>	
	Tina Gray	Human Resource Director
	<a href="mailto:tina.gray@ashland.or.us">tina.gray@ashland.or.us</a>	

## **Summary:**

The City contracted with Springsted|Waters to conduct a national search for City Administrator. Thirty-three applicants completed the entire application process to be considered for the position. Springsted|Waters provided a shortlist of semi-finalists to the City for consideration. The City Council narrowed the list of semi-finalists to 5 finalists who participated in the selection process June 13-15, 2018.

At the conclusion of the selection process, Kelly Madding was selected based on her 20+ years of progressively responsible leadership in Oregon municipal government. Kelly previously served as City Administrator of Talent as well as multiple roles at Jackson County, including Development Services Director. Most recently, Kelly has been serving as the Deputy City Manager for the City of Medford. In addition to her experience, Kelly also holds a Master of Arts degree in Public Administration from the University of Oregon.

Once her appointment is confirmed, Kelly is excited to begin work as City Administrator on July 30, 2018.

## **Actions, Options, or Potential Motions:**

- Move to confirm the appointment of Kelly Madding as City Administrator.
- Defer confirmation of the appointment of Kelly Madding awaiting more information.

## **Staff Recommendation:**

Staff recommends the Council confirm the Mayor's appointment of Kelly Madding as City Administrator.

## **Resource Requirements:**

Staff budgeted for the recruitment and selection of a successor City Administrator in the biennial budget process, and the position of City Administrator is fully-funded.

## **Policies, Plans and Goals Supported:**

N/A.

**Background and Additional Information:**

During the October 17, 2017, [Regular Business meeting](#), Council directed staff to initiate a recruitment process for City Administrator in January 2018. Council also asked staff to negotiate with John Karns and return with an employment contract to retain him in a non-interim capacity until completion of the search for a new City Administrator. John ultimately decided to retire March 30, 2018. Adam Hanks was appointed as Interim City Administrator until the Executive Search process concluded. The City has been running very smoothly under Adam's leadership; he and all City Department heads will support the transition of leadership and look forward to welcoming Kelly Madding as the new City Administrator.

**Attachments:**

- Employment Agreement for Kelly Madding as City Administrator.

**CITY OF ASHLAND  
Employment Agreement**

**City Administrator**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of July, by and between the City of Ashland ("City") and Kelly A. Madding ("Employee").

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

- A. City desires to employ the services of Employee as the City Administrator of the City of Ashland; and,
- B. It is the desire of the City to establish certain conditions of employment for Employee; and,
- C. It is the desire of the City to (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment, (2) to make possible full work productivity by assuming Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; and, (4) to provide a just means for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties due to disability or when City may otherwise desire to terminate Employee's services; and,
- D. Employee desires to accept employment as City Administrator of the City of Ashland, and to begin her employment July 30, 2018.

**City and Employee agree as follows:**

**Section 1. Duties.**

The City hereby agrees to employ Kelly Madding as the City Administrator of the City of Ashland to perform the functions and duties specified in the City Charter, City Ordinances, and the job description for the position, and to perform such other legally and ethically permissible and proper duties and functions as the Mayor and/or City Council shall from time to time assign. The City Administrator shall devote full time to the performance of her duties.

**Section 2. Term.**

- A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Mayor, with the consent of the City Council in accordance with the City Charter, from terminating the services of the City Administrator at any time, subject only to the provisions set forth in the section titled "Severance pay" of this agreement. Except as specifically provided in this Agreement, Employee shall serve at the pleasure of the City, without any requirement to demonstrate cause for dismissal.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the City, subject only to the provisions of this agreement.
- C. Employee agrees to remain in the employ of the City until July 30, 2021, and neither to accept other employment nor to become employed by any other employer until this termination date, unless the termination date is affected as otherwise provided in this agreement. This provision 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 Mayor, with the consent of the City Council.

- D. 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.
- E. In the event Employee wishes to voluntarily resign the position during the term of this agreement, Employee shall be required to give the City thirty (30) days written notice of such intention, unless such notice is waived by the Mayor, with consent of the City Council. Employee will cooperate in every way with the smooth and normal transfer to the newly appointed individual.

### **Section 3. Salary**

Beginning July 30, 2018, City agrees to pay Employee a monthly salary at step 3 of the salary schedule (\$153,446/year). Employee will advance to the Top Step (\$161,118) after one year of successful performance as determined by the Mayor and City Council. The City agrees to annually increase the monthly salary and/or benefits in the same percentage as may be accorded other department heads. In addition, the Mayor and City Council agree to review the base salary and other benefits of the Employee at the Employee's annual performance review, and to make such adjustments, if any, which it deems appropriate.

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

The Mayor and City Council shall review and evaluate the performance of the employee at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by City and Employee. Further, Employee shall receive a written copy of the findings of the evaluation process and be provided an adequate opportunity for the employee to discuss the details of the evaluation.

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

It is recognized that Employee must devote a great deal of time outside the normal office hours to the business of the City, 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 the business of the City is not adversely affected. Work in excess of forty (40) hours per week is deemed part of the professional responsibility for which the Employee shall not be paid overtime. In recognition of the extra hours required of the City Administrator, Employee shall receive eighty (80) hours of administrative leave each year to be used before June 30<sup>th</sup> or deemed forfeited. Employee will receive additional administrative leave if granted by the City Council in the Management Resolution adopted each year.

### **Section 6. Automobile.**

Employee's duties require that Employee shall have the use of a motor vehicle at all times during employment with the City. The City shall provide 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.**

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 other department head, as spelled out in the City's Management Resolution in addition to any benefits enumerated specifically for the benefit of Employee as provided in this agreement. Additionally, the City will provide forty (40) hours of vacation at the Employee's first day of work, and forty (40) hours of sick leave.

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

City agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for the continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Employee's continued professional, growth and advancement, and for the good of the City.

## **Section 9. Professional Development**

The City hereby agrees to annually budget and allocate sufficient funds to pay necessary travel and living expenses of the City Administrator while she represents the City at conferences, trainings, official business meetings or professional organizations that serve the City's interest and/or are reasonably necessary to provide for the professional advancement of the City Administrator. Membership on any national or state commission or committee shall be subject to the approval of the Mayor and City Council.

## **Section 10. Professional Liability**

The City agrees that it shall defend, hold harmless, and indemnify the City Administrator from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against the City Administrator in her individual capacity or in her official capacity, provided the incident arose while the City Administrator was acting within the scope of her employment. If in the good faith opinion of the City Administrator conflict exists as regards to the defense of any such claim between the legal position of the city and the City Administrator, she may engage counsel in which event, the City shall indemnify the City Administrator for the cost of legal counsel.

## **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, the City agrees to offer Employee a severance agreement. Except as provided in 11D below, total severance pay will be equal to the employee's annual salary at the time of dismissal. Severance payments will be made in equal installments every other week during the 12-month severance period. Severance payments will terminate one year after the date of dismissal.

In addition, the severance agreement offered to the employee will require the City to continue to pay 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 offer, the Employee will be required to release the City, its officers, representatives, insurers, and employees from claims arising from employment with the City and separation of employment.

- B. Employee will not be eligible to receive the severance offer described in Paragraph A of this section if this Agreement is not renewed by the City, 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 on behalf of the City. 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 City Council after a reasonable opportunity, as determined by the City, to correct the deficiencies; committing any violation of City policies or standards that the City deems a serious violation; or engaging in other action demonstrating a disregard for the interest of the City. The term "misconduct" also includes engaging in criminal acts or other off-duty behavior that the City views as impairing the Employee's ability to effectively perform the Employee's duties or jeopardize the reputation of the City.

- C. Employee will not be eligible to receive the severance 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.
- D. If Employee is employed by another employer other than the city during the severance period, Employee's total severance pay from the city will be no more than the Employee's annual salary at the time of dismissal minus her earnings from such employment during the severance period. Employee will promptly notify the city in writing of the amount of such additional earnings from employment. The fortnightly severance installment payments will be adjusted as appropriate to account for any resulting reduction in total severance pay.

**Section 12. Other Terms and Conditions of Employment**

City shall by amendments to this agreement, fix such other terms and conditions of employment from time to time, as it may determine, relating to the performance by Employee with the agreement of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this agreement.

**Section 13. 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 14. Other Terms and Conditions of Employment**

The Employee is subject to all personnel policies of the City 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 15. 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 16. Complete Agreement**

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

Dated this \_\_\_\_\_ day of July, 2018

\_\_\_\_\_  
Melissa Huhtala  
*City Recorder*

\_\_\_\_\_  
John Stromberg  
*Mayor*

Accepted this \_\_\_\_\_ day of July, 2018

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Kelly A. Madding