

Council Business Meeting

December 5, 2017

Title: City Administrator Appointment and Recruitment Process
From: Tina Gray Human Resource Director
grayt@ashland.or.us

Summary:

At the October 17, 2017, Business Meeting, the Mayor introduced a proposal to the Council which would retain John Karns as City Administrator. After a discussion by the Council, staff was asked to initiate a national search for a successor City Administrator beginning in January 2018, and negotiate terms for John Karns to remain on as City Administrator until that search was complete and a candidate was in-place. Staff is recommending Council confirm John Karns' appointment as City Administrator, in accordance with Council's October 17 decision.

Staff has put together a draft City Administrator Recruitment Process Outline (attached) and requests the item be placed on a future Study Session Agenda to discuss the selection process in more detail.

Actions, Options, or Potential Motions:

Move approval of the appointment of John Karns as City Administrator (removing Interim from his title) until a successor City Administrator is hired in 2018.

Staff Recommendation:

Staff recommends the Council confirm the Mayor's appointment of John Karns as City Administrator and provide staff with direction to move forward with a formal recruitment and selection process for a new City Administrator. Staff recommends the City Administrator Recruitment be placed on the Council's agenda for an upcoming study session to ensure the process engages Council, City staff and community stakeholders in this important selection process.

Resource Requirements:

Staff budgeted for the recruitment and selection of a successor City Administrator in the biennial budget process. All costs associated with hiring a new City Administrator in 2018 have been budgeted, and John's position as City Administrator is fully-funded.

Policies, Plans and Goals Supported:

N/A.

Background and Additional Information:

In December 2016, John Karns was asked to step in as the Interim City Administrator leaving his position as Ashland's Fire Chief. Since that time, Council has asked him to remain on due to the outstanding work he has accomplished while serving as Interim City Administrator. During the

October 17, 2017, 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 the search for a new City Administrator is complete. John has agreed to remain on as needed or until December of 2018 under the terms of the attached employment contract.

Attachments:

- Employment Agreement for John Karns as City Administrator.
- Draft City Administrator Recruitment Process Outline

**CITY OF ASHLAND
Employment Agreement**

City Administrator

THIS AGREEMENT made and entered into this ____ day of October, 2017, by and between the City of Ashland ("City") and John Karns ("Employee").

R E C I T A L S:

- A. City desires to employ the services of Employee as City Administrator for the City of Ashland; and
- B. It is the desire of the Mayor and City Council to establish certain conditions of employment for Employee; and
- C. 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, (2) to make possible full work productivity by assuring 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 when City may otherwise desire to terminate Employee's services; and
- D. Employee desires to accept employment as City Administrator for the City of Ashland, and to begin his employment on October 18, 2017.

City and Employee agree as follows:

Section 1. Duties. The city hereby agrees to employ John Karns as the City Administrator for the City 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 his duties.

Section 2. Term.

- A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the City Administrator at any time, subject only to the provisions set forth in this agreement.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions of this agreement.

- C. Employee agrees to remain in the employ of City until July 1, 2019, 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 occasional teaching, writing or other activities provided these activities do not conflict with the regular duties of the Employee or otherwise create a conflict of interest for the City.
- D. In the event Employee wishes to voluntarily resign the position during the term of this agreement, Employee shall be required to give the City six weeks written notice of such intention, unless such notice is waived by approval of the Mayor and City Council. Employee will cooperate in every way with the smooth and normal transfer to the newly appointed individual.

Section 3. Salary. Beginning October 18, 2017, City agrees to pay Employee a monthly salary of \$11,598.13 (Step 2 of 5), until his next scheduled step increase on December 6, 2017. On December 6, 2017, Employee will advance to the next step of \$12,178.24/month, payable at the same time and in the same manner as other employees of the City are paid. In addition, 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 provide 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 business of the City, and that flexibility in hours worked and work schedules benefit both the City and the Employee. The Employee shall have discretion over his work schedule, so long as the business of the City is not adversely affected. Work in excess of an average forty (40) hour work week shall be deemed part of the professional responsibility for which the Employee shall not be paid overtime but for which she shall receive ten (10) days of administrative leave each year, which shall be paid if not taken as time off by June 30 of each year.

Section 6. Automobile. Employee's duties require that Employee shall have the exclusive use at all times during employment with the City of an automobile to carry out the business of the City. The City shall provide an automobile allowance of \$400/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. Benefits. Except as modified by this agreement, Employee shall receive the same fringe benefits and working conditions as they now exist or may be amended in the future, as apply to any other department head.

Section 8. Dues, Subscriptions, Professional Development, and Civic Involvement

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Section 9. Severance Pay.

- A. In the event of the involuntary termination of the City Administrator during the term of this agreement, or a successor agreement, she shall be entitled to receive a lump sum payment equal to four (4) months aggregate salary and benefits. The Severance pay sum shall be paid to the City Administrator within thirty (30) days after termination.

- B. In the event Employee is terminated because of his conviction of any crime involving moral turpitude or illegal act involving personal gain to his or, in the discretion of the City Council and at their written determination, for Employee's failure to adequately perform the duties of City Administrator, then, in either event, City shall have no obligation to pay the aggregate severance sum designated in Section 9.A.

Section 10: Termination

For the purpose of this agreement, involuntary termination shall occur:

- A. If the Mayor with consent of the Council discharges or dismisses the employee.
- B. If the Employer, citizens or legislature acts to amend any provisions of the Charter or City code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government in such a way to reduce or further limit the responsibilities of the City Administrator.
- C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads.
- D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Mayor or City Council that the Employee resign.

Section 11. 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 12. 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 13. 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 14. Amendments. Amendments to this agreement shall be in writing, signed by both parties, except changes to Employee's salary and/or fringe benefits (including retirement benefits) may be made by motion of the City Council, subject to the provisions of Section 10 of this agreement.

Dated this ____ of _____, 2017.

Melissa Huhtala, City Recorder

John Stromberg, Mayor

Accepted this ____ day of _____, 2017.

John Karns



City Administrator Recruitment Process Outline

<u>ACTIVITY</u>	<u>TIME-LINE</u>
<u>Selection of Recruitment Firm</u>	<u>3-4 weeks</u>
<ul style="list-style-type: none">• Request Proposals• Council approves Professional Services Contract	
<u>Project Organization</u>	<u>3 weeks</u>
<ul style="list-style-type: none">• Kick-Off Meeting with City to prepare Candidate Profile and formalize project schedule• Stakeholder meetings with City Council, Department Heads, and Community Leaders to build Candidate profile and understand upcoming challenges for the new City Administrator• Finalize Candidate Profile• Develop advertising and recruiting plan• Prepare recruitment brochure	
<u>Recruitment</u>	<u>6 weeks</u>
<ul style="list-style-type: none">• Identify and recruit individuals within the parameters of the Candidate Profile• Advertise, network, and electronically post in appropriate venues• Respond to all inquiries and acknowledge all resumes received	
<u>Preliminary Interviews/Recommendation</u>	<u>3-4 weeks</u>
<ul style="list-style-type: none">• Review candidates' resumes and supplemental questionnaires• Conduct preliminary interviews with leading candidates• Conduct first-tier reference checks• Present written recommendation of finalists to City• Notify all candidates of search status• Establish a short-list for final interviews (Subcommittee of City Council)	
<u>Final Interviews/Selection</u>	<u>1 week</u>
<ul style="list-style-type: none">• Design process and facilitate finalist interviews with City• Ashland Hosts finalists for 2-3 day selection process<ul style="list-style-type: none"><u>With Council Approval/Selection Process will include:</u><ul style="list-style-type: none">• Department Head Meet & Greet Opportunity• Panel interviews with City Council and selected panelists• Community Meet & Greet Opportunity• Hosted Tours of the City of Ashland	
<u>Qualification</u>	<u>3-4 weeks</u>
<ul style="list-style-type: none">• Job offer extended to a finalist• Conduct background check and dive deeper into references• City conducts site visit to community of selected candidate• Candidate relocates and begins work [Candidate may need to give notice and relocate, which could extend the timeline.]	