

**CITY OF ASHLAND
EMPLOYMENT AGREEMENT
DIRECTOR OF PARKS & RECREATION**

This Employment Agreement ("Agreement") is entered into between the City of Ashland, an Oregon municipal corporation ("City"), and Rocky Houston ("Employee"). This Agreement is effective as of July 15, 2024, and shall remain in force for the length of the employment. The Agreement may be renegotiated at any time, subject to mutual agreement.

1. POSITION AND RESPONSIBILITIES

- 1.1 The City, acting with the approval of the Ashland Parks and Recreation Commission ("Commission"), hereby agrees to employ Employee as the Director of Parks & Recreation to perform the functions and duties specified in the job description for the position, and to perform such other legally and ethically permissible and proper duties and functions as the Commission or the City Manager shall from time-to-time assign. The Director of Parks & Recreation shall devote full time to the performance of his duties.
- 1.2 Except as may be provided otherwise by the Ashland City Charter the Ashland Municipal Code and other applicable law, or the City's agreement with any other person, Employee shall have the authority to establish internal rules and procedures for the Parks and Recreation operations, which the Employee deems necessary for the efficient and effective operations.

2. EMPLOYMENT TERM

The term of employment under this Agreement shall commence on July 15, 2024, and shall terminate under the conditions of Section 3.

3. TERMINATION

The employment of the Employee may only be terminated under the following circumstances:

3.1. Breach of Agreement: The City may terminate the Employee's employment for a material breach of this Agreement that remains uncured for a period of thirty (30) days after written notice from the City.

3.1.1 The City agrees to provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of their duties and services pursuant to this Agreement.

3.2. Violation of Law, Policy, or Malfeasance: The City may terminate the Employee's employment for the violation of any criminal law, core employment policy, or for malfeasance outside the scope of their employment.

3.2.1 The term "core employment policy" refers to the fundamental principles and guidelines that regulate employee conduct, reflecting the organization's core values and culture. These policies encompass principles such as respect, honesty, integrity, teamwork, and professionalism.

3.2.2 The term "malfeasance" refers to the intentional or deliberate commission of an illegal or wrongful act, and includes misappropriation, dishonesty, breach of trust, insubordination, neglect of duty, failure to perform duties in a manner that is consistent with applicable law, or committing any violation of City policies or standards that the City deems a serious violation; or engaging in other acts or omissions demonstrating a disregard for the interests of the City.

3.3 Severance Agreement. In the event Employee is dismissed by the City, with the consent of the Commission, during the term of this Agreement, and Employee is not being dismissed for any reason set forth in subsection 3.2, the City agrees to offer Employee a severance agreement and 90-day notice. Such severance agreement shall not be unreasonably withheld. The amount of the severance pay to be offered to Employee in the severance agreement shall be equal the number of months Employee has been employed up to a maximum of six (6) months times the Employee's base salary at the time of dismissal.

3.4 If the Employee resigns or accepts another position within the city organization, the Employee forfeits their right under the terms for severance pay herein unless the Parties mutually agree otherwise.

4. COMPENSATION

4.1. Base Salary: Employee shall receive a salary equivalent to Step 7 City Director salary schedule. The City agrees to annually increase the monthly salary and/or other benefits of the Director of Parks & Recreation in the same percentage as may be accorded to other Management and Confidential Employees of the City.

4.2. Car Allowance: The Employee shall receive a monthly car allowance of \$350.

4.3. Additional Benefits: In addition to the base salary and car allowance, the Employee shall be entitled to:

4.3.1 Administrative Leave: Employee is entitled to 40 hours of Administrative Leave in July of each year.

4.3.2 Vacation Accrual: Employee shall accrue vacation leave at a rate of 5 hours per month.

4.3.3 Professional Development: The City shall provide support for professional organizational memberships and financial support for Employee to travel to professional organizations relating to the Parks and

Recreation Department Head position, in representation of the City of Ashland.

4.3.4 Deferred compensation: The City shall provide a deferred compensation match of \$50 per month.

5. HEALTH INSURANCE

Employee will receive a front-loaded bank equal to 6 months of accrued vacation time and 6 months of accrued sick time. In the event the employee leaves employment prior to working the full 6 months, any vacation time taken will be owed back to the City and paid in the form of a payroll deduction from the final check. The Employee's vacation accrual rate will be adjusted so that the Employee accrues vacation at the same rate as other City Department Heads. Employee shall be entitled to the same health benefit package available to any other City Department Head. Except as modified by this Agreement, Employee shall be entitled to receive the same fringe benefits (including HRA-VEBA), holidays, and working conditions as all other current full-time, regular employees working in the Ashland Parks & Recreation Department, including any subsequent amendments thereto.

6. PERFORMANCE EVALUATION

With the assistance of the Human Resources Department, the Commission shall review and evaluate the performance of the employee at least once annually. The Employee shall receive a written copy of the performance evaluation and be provided with an adequate opportunity to discuss details and recommendations of the evaluation. At that time, the Commission may arrange for additional opportunities to have assigned members of the Commission to meet with the Employee to discuss compliance with evaluation recommendations.

7. PROFESSIONAL LIABILITY AND BONDING

The City agrees that, to the maximum extent permitted by law, it shall defend, hold harmless, and indemnify the Employee from and against any costs, expenses, demands, claims, suits, actions, or awards incurred in connection with or arising out of an alleged act or omission occurring in the performance of the Employee's duties in their official capacity, provided the incident arose while the Employee was acting within the scope of their duties.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the Employee's employment during the specified term and supersedes all prior agreements, representations, and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF ASHLAND

EMPLOYEE

Sabrina Cotta 06/06/2024

Rocky Houston 06/06/2024
Rocky Houston (Jun 6, 2024 13:17 PDT)

By: Sabrina Cotta, Date
Interim City Manager

Name: Date

Jim Bachman 7/12/24

By: Jim Bachman, Date
On behalf of APRC

Carmel Zahran

Approved as to form,
Carmel Zahran, Assistant City Attorney
6.28.24

Parks Director Employment Agreement

Final Audit Report

2024-06-06

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