

Council Business Meeting

February 16, 2021

Agenda Item	Approval of Appointment of Ralph Sartain as Interim Fire Chief	
From	Adam Hanks	City Manager Pro Tem
Contact	adam@ashland.or.us; (541) 552-2046	

SUMMARY

This item is a request to approve Ralph Sartain's appointment as Interim Fire Chief and authorize the City Manager Pro Tem to sign an employment agreement between the City of Ashland and Ralph Sartain to serve as Interim Fire Chief.

POLICIES, PLANS & GOALS SUPPORTED

Comply with Ashland Municipal Code Section 2.28.110 and 2.28.120.

2019-2021 City Council Goals & Priorities

- Essential Services – Fire
- Value Services: Higher Priority - Emergency Preparedness
- Value Services: Moderate Priority – Reduce Wildfire and Smoke Risk

PREVIOUS COUNCIL ACTION

At the [September 1, 2020 Business Meeting](#), staff provided an update on the Fire Chief recruitment process in the City Administrator Report agenda item. This update highlighted staff discussions with Fire District #5 on potential enhancements to the existing mutual aid relationship that could address Fire Chief needs for the City of Ashland.

At the [September 15, 2020 Business Meeting](#), Council moved to recommend pursuing a recruitment for a Limited Duration Appointment (one to three years) of a Fire Chief.

At the [November 2, 2020 Study Session](#), staff presented an update on the recruitment process that included an Intergovernmental Agreement (IGA) between the City and Jackson County Fire District #3. The IGA would have resulted in a jointly selected candidate to serve as the appointed Ashland Fire Chief for up to three years, with options for a longer-term appointment as a City employee.

At the [November 17, 2020 Business Meeting](#), Council approved and authorized the Interim City Administrator to execute an IGA with Jackson County Fire District #3 consistent with the concept discussed and agreed upon at the November 2, 2020 Study Session. Note: The intended and agreed-upon candidate subsequently informed the City Administrator of his decision to remove himself from placement in the position.

At the [January 5, 2021 Business Meeting](#), Council approved and authorized the City Manager Pro Tem to utilize the Western Fire Chief's Association to place a highly qualified Interim Fire Chief for a specified period.

BACKGROUND AND ADDITIONAL INFORMATION

Consistent with the voter-approved Charter change in May 2020 (effective January 1, 2021), Department Heads' selection is the City Manager's responsibility and authority. However, because the current City Manager is serving as the interim (Pro Tem) City Manager, the selection of Department Heads (and the City Manager) rests with the City Council.

Staff has pursued several options to hire an Interim Fire Chief without success – both through an intergovernmental agreement with Jackson County Fire District #3 and through direct placement with the Western Fire Chief's Association. As discussed previously, an Interim Fire Chief allows the Council flexibility to consider options for Ashland Fire & Rescue's (AFR's) long-term fiscal stability without committing to a long-term Fire Chief. However, the viability of bringing someone in from outside the organization has diminished as time has elapsed. After exploring other options, staff asked Acting Chief Sartain about his willingness to serve as Interim Fire Chief. Chief Sartain has agreed to serve in that capacity through the end of 2021, allowing the Council time to hire a new City Manager, complete the budget process and make other critical decisions regarding AFR.

FISCAL IMPACTS

The Fire Chief position has funding and existing appropriations available. Ralph Sartain has been serving in a temporary acting capacity as significantly less than Chief Shepherd's salary at retirement. By contracting for a portion of the Fire Marshall duties, the City realizes savings over having Ralph in that position full-time with full wages and benefit costs. Chief Sartain has been receiving a temporary salary increase while serving as Acting Fire Chief. Staff is recommending that he be placed in the Fire Chief salary range at a level commiserate with the responsibilities of Interim Fire Chief.

STAFF RECOMMENDATION

Staff recommends the Council approve Ralph Sartain's appointment as Interim Fire Chief and authorize the City Manager Pro Tem to sign the employment agreement to effectuate the appointment.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- I move to approve Ralph Sartain's appointment as Interim Fire Chief and authorize the City Manager Pro Tem to sign the related employment agreement.
- I move to amend the employment agreement . . .

REFERENCES & ATTACHMENTS

Attachment: Employment agreement between the City of Ashland and Ralph Sartain.

CITY OF ASHLAND
Employment Agreement

Interim Fire Chief

THIS AGREEMENT made and entered into this ___th day of February 2021, by and between the City of Ashland ("City") and Ralph Sartain ("Employee").

R E C I T A L S:

- A. Employee is currently Acting Fire Chief of the City of Ashland.
- B. City desires to employ the services of Employee as Interim Fire Chief of 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 Fire Chief commencing February 17, 2021, and to provide an inducement for Employee to remain in such employment until December 31, 2021, or until the position of Fire Chief is filled by appointment of the City Manager and confirmed by the City Council, whichever occurs first; (2) to make possible full work productivity by assuring Employee's morale and peace of mind concerning financial security; and (3) to provide a means for terminating this agreement.
- E. Employee desires to accept employment as Interim Fire Chief of Ashland as of February 17, 2021.

City and Employee agree as follows:

Section 1. Duties. The City agrees to employ Ralph Sartain as the Interim Fire Chief from February 17, 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 Manager shall from time to time assign. Employee shall devote full time to the performance of Fire Chief's responsibilities for interim appointment duration. Employee will cooperate in every way with the smooth transfer to any individual subsequently appointed to perform Fire Chief's duties. During the term of the is agreement, the Employee shall not become employed or accept employment by any other employer.

Section 2. Term. This agreement shall terminate on the earlier of December 31, 2021, or the date the permanent position of Fire Chief is filled by appointment as provided in the City Charter unless the term is otherwise modified as provided in this agreement.

Section 3. Return to Previous Position.

- A. Upon termination of this agreement, Employee may, at his sole discretion, return to his current position of Division Chief of Fire & Life Safety under the same terms and conditions as those currently in effect for that position.
- B. At any time during the term of this agreement, with three weeks advance notice, Employee may elect to voluntarily resign from the position of Interim Fire Chief and return to the position of Division Chief of Fire & Life Safety under the same terms and conditions as those currently in effect for that position.

Section 4. Salary. The City agrees to pay Employee a wage of \$61.8829/hour (\$10,726.35/month) for the duration of the appointment as Interim Fire Chief. He will be eligible for a step increase at his regular step interval based on his hire date with the City.

Section 5. Health, Welfare, and Retirement. Except as modified by this agreement, Employee shall 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 in addition to any explicitly enumerated benefits as provided in this agreement.

Section 6. It is recognized that Employee must devote a great deal of time outside the regular office hours to the City's business. Employee will be allowed to take compensatory time off as Employee as appropriate during regular office hours, so long as the City's business is not adversely affected. Work above forty hours per week is considered part of the professional responsibility for which Employee shall not be paid overtime. Also, Employee received forty (40) hours of administrative leave July 1, 2021, that must be used before June 30, 2022.

Section 7. Automobile Allowance. Employees' duties during the term of this agreement require that Employee have ready access to an automobile to carry out the City's business. The City shall supply a vehicle for Employee's exclusive use or an automobile allowance of \$350/month if the Employee chooses to use his car for City business. Employee shall handle paying for insurance, operation, maintenance, and repairs of his private vehicle.

Section 8. Professional Liability. The City agrees that it shall defend, hold harmless, and indemnify the Fire Chief from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against Employee in his individual capacity or his official capacity, provided the incident arose while he was acting within the scope of his employment as Interim Fire Chief. 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. The City agrees to supply the tools and equipment necessary for the Interim Fire Chief to perform his duties efficiently.

Section 11. 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 12. Complete Agreement. This agreement shall form 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 writing signed by Employee and by the City Manager and approved by the City Council.

Dated this ____ of _____, 2021.

Approved as to form by _____
David Lohman, City Attorney

Melissa Huhtala, City Recorder

Julie Akins, Mayor

Accepted this ____ day of _____, 2021.

Ralph Sartain II