

Council Business Meeting

July 6, 2021

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

SUMMARY

The City Council is being asked to approve Ralph Sartain's appointment as Fire Chief and authorize the City Manager Pro Tem to sign an employment agreement between the City of Ashland and Ralph Sartain.

Ralph has done an outstanding job while serving as Interim Fire Chief since February 16, 2021, following the retirement of David Shepherd in Fall 2020. The Fire Department has many critical priorities on the horizon, including reviewing the ambulance service and preparing and protecting the community during a challenging fire season. Both monumental tasks will require strong leadership, continuity, and a commitment for success beyond what can be expected of someone in an Interim role. After discussion with department staff and City Administration, the Mayor has determined that Ralph is an excellent fit for Ashland Fire and Rescue. She is seeking confirmation of the Council to remove the "Interim" designation from his title and make Ralph Sartain Ashland's Fire Chief.

POLICIES, PLANS & GOALS SUPPORTED

Comply with Ashland Municipal Code Section 2.28.140 and 2.28.150.

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 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. At the [February 16, 2021, Business Meeting](#), Council approved the appointment of Ralph Sartain as Interim Fire Chief.

BACKGROUND AND ADDITIONAL INFORMATION

After exploring several options for an Interim Fire Chief, City staff asked Acting Chief Sartain about his willingness to serve as Interim Fire Chief. Chief Sartain agreed to serve in that capacity through the end of 2021. During his time serving in an Interim role, Ralph has worked very hard to shore up department policies, looked at new ways to deploy department resources to address firefighter burnout, and judiciously prepared for the upcoming fire season. Ralph has demonstrated a willingness to work collaboratively with other City Departments, and he is an active and respected partner in the Region. Promoting Ralph will save the City on recruitment costs, but even more important, it will allow AFR to focus on their work without distraction or concerns over the future leadership of the department.

FISCAL IMPACTS

The Fire Chief position has funding and existing appropriations available. Ralph Sartain has been serving in an Interim capacity at significantly less than Chief Shepherd's salary at retirement. By contracting for a portion of the Fire Marshall duties, the City has realized savings over having Ralph in that position full-time with wage and benefit costs. The City will need to explore options in the future for covering Fire Marshall duties and Deputy Fire Chief functions so that Ralph has adequate support. Chief Sartain has been receiving compensation in the Fire Chief salary range while serving as Interim Fire Chief. He will continue receiving scheduled salary adjustments within the salary range for Fire Chief.

STAFF RECOMMENDATION

Staff recommends the Council approve Ralph Sartain's appointment as Fire Chief 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 Ralph Sartain's appointment as Fire Chief 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 Ralph Sartain

CITY OF ASHLAND EMPLOYMENT AGREEMENT

Fire Chief

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 15th day of June 2021, by and between the City of Ashland ("City") and Ralph E. Sartain, II ("Employee").

RECITALS

- A. The City desires to employ the services of the Employee as the Fire Chief of the City of Ashland; and
- B. The City desires 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 an inducement for Employee to remain in such employment, (2) to make possible total work productivity by assuming Employee's morale and peace of mind concerning future security, (3) to act as a deterrent against misconduct or dishonesty for personal gain on the part of Employee; and, (4) to provide a 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 the Fire Chief of Ashland and to begin his work on June 16, 2021; and
- E. A change in the City's Charter took effect on January 1, 2021. Effective on that date, the City Administrator position was eliminated, and the duties of that position were assigned to a new City Manager position. Also, on that date, the responsibilities of hiring, supervising and firing certain department heads, including the Fire Chief, transferred from the Mayor and Council to the position of City Manager.

AGREEMENT

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

Section 1. Duties.

The City hereby agrees to employ Ralph E. Sartain, II as Fire Chief of the City of Ashland to perform the functions and duties specified in the City Charter, the Ashland Municipal Code, and the job description for the position, and to perform such other legally and ethically permissible and proper duties and functions as the City Council, or the City Manager shall from time to time assign. The Fire Chief shall devote not less than 40 hours to the performance of his duties.

Section 2. Effective Date; Term.

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager, following the City Charter, from terminating the services of the Fire Chief at any time, subject only to the provisions outlined in Section 11, "Severance Pay," of this Agreement. Except as expressly provided in this Agreement, Employee shall serve at the City's pleasure without any requirement to show 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 his position with the City, subject only to the provisions of this Agreement.
- C. Employee agrees to begin his employment with the City on June 16, 2021 (the "Effective Date") and to remain in the employ of the City until June 16, 2024, 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 Employee's regular duties and are approved in writing by the City Manager.
- D. If written notice is not given by either party to terminate this Agreement at least thirty (30) days before 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 his position during the term of this Agreement, Employee shall be required to give the City not less than thirty (30) days written notice of such intention, unless such notice is waived by the City Manager. The Employee will cooperate with the City in every way with the smooth and regular transfer of his position to the newly appointed individual.

Section 3. Salary

Beginning June 16, 2021, City agrees to pay Employee a monthly salary at Step 6 of the salary schedule (\$10,994.52 per month). The Employee will advance to the next step (\$11,269.36 per month) July 2022 with successful performance as decided by the City Manager. The City agrees to annually increase the monthly salary and/or benefits in the same percentage as other department directors may receive.

Section 4. Performance Evaluation.

The City Manager shall review and evaluate the performance of the Employee at least once annually. Employee shall receive a written copy of the performance evaluation and be provided an adequate opportunity for the Employee to discuss the evaluation details.

Section 5. Hours of Work; Administrative Leave.

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 above forty (40) hours per week is considered part of the professional responsibility for which the Employee shall not be paid overtime. In recognition of the extra hours required of the Fire Chief, Employee shall receive forty (40) hours of Administrative Leave each year to be used before June 30, or it shall be considered forfeited. The Employee will receive added Administrative Leave is granted by the City Council in the Management Resolution.

Section 6. Automobile Allowance.

Employee's duties require that Employee shall always have a motor vehicle during employment with the City. If a department vehicle is not available for the Fire Chief, the City shall supply an automobile allowance of \$350.00 per month to use his motor vehicle for travel. Employee shall handle paying for insurance, operation, maintenance, and motor vehicle repairs.

Section 7. Health Insurance, Sick Leave, and Other Benefits.

Except as modified by this Agreement, Employee shall be entitled to receive the same retirement, health insurance, 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 director, as outlined in the City's Management Resolution, in addition to any benefits enumerated specifically for the Employee in this Agreement.

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 required 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 expenses of the Employee when he 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 Employee's professional advancement. Membership on any national or state commission or committee shall be subject to the approval of the City Manager.

Section 10. Professional Liability

The City agrees that it shall defend, hold harmless, and indemnify the Employee from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against the Employee in his official capacity, provided the incident arose while the Employee was acting within the scope of his employment. If in the good faith opinion of the Employee, a conflict exists with regard to the defense of any such claim between the legal position of the City and the Employee, he may engage counsel, in which event, the City shall indemnify the Fire Chief 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 outlined in Subsections B or C of this section, the City agrees to offer Employee a severance agreement. The amount of severance pay to be provided to Employee in the severance agreement shall be equal to Employee's monthly base salary at the time of dismissal, times the number of months that Employee has been employed with the City, up to a maximum of nine (9) months total. Once the Employee has served as Fire Chief for nine months, severance shall equal Employee's monthly base salary at the time of dismissal multiplied by six (6) months.

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

- B. Employee will not be eligible to receive the severance agreement described in Subsection 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 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 or the City Manager 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 perform the Employee's duties effectively or jeopardizing the City's reputation.

- C. Employee will not be eligible to receive the severance agreement described in Subsection A of this section if Employee, following applicable law, is dismissed due to a disability that prevents Employee from performing the position's duties.

Section 12. Amendments to Agreement.

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

Section 13. Severability.

If any 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. In that case, the validity of the remaining portions of the Agreement shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision.

Section 14. Other Terms and Conditions of Employment

The Employee is subject to all personnel policies of the City and the City's Management Resolution except to the extent that they are inconsistent with an express provision outlined in 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 contributing to PERS. The amount of the PERS Pick-up shall reduce the Employee's reported salary for tax purposes.

Section 16. Complete Agreement

This Agreement constitutes the entire understanding between the City and Employee and supersedes all prior agreements, representations, and understandings between them, whether oral or written. No supplement, modification, or amendment of this Agreement shall be binding on the City unless it is outlined in writing and approved by City Manager. Likewise, no waiver of any provision of this Agreement shall be valid unless summarized in writing and signed by the City Manager.

Dated this ____ day of _____, 2021

Adam Hanks
City Manager Pro Tem

Julie Akins
Mayor

Accepted this ____ day of _____, 2021

Ralph E. Sartain, II
Employee