

# Council Communication

## February 21, 2017, Business Meeting

---

### Confirmation of Mayoral appointment of Interim Fire Chief

---

#### **FROM**

John Karns, Interim City Administrator, [john.karns@ashland.or.us](mailto:john.karns@ashland.or.us)

Tina Gray, Human Resources Director, [tina.gray@ashland.or.us](mailto:tina.gray@ashland.or.us)

#### **SUMMARY**

At the February 7, 2017 Business Meeting, the Council asked John Karns to serve as Interim City Administrator through the end of the year. David Shepherd has been back-filling John Karns as the Fire Chief on an interim basis. As John Karns will be pulled away from his regular duties for the remainder of the year, staff recommends formalizing David's appointment as Interim Chief while determining the appropriate recruitment and selection process for filling the position of Fire Chief long term.

#### **BACKGROUND AND POLICY IMPLICATIONS:**

David Shepherd has worked for Ashland Fire & Rescue since April of 1997, when he transferred From Jackson County Fire District #5 as a firefighter paramedic. Over his 20 years with the City, David has rounded out his experience in fire operations serving as an Engineer, Captain, and Battalion Chief. He was promoted to Deputy Fire Chief in July 2015. His leadership style has been well-received in the Fire Department and among the City's executive management team. David has a history of collaboration with surrounding fire agencies and districts, and he has extensive institutional knowledge.

Since John Karns assumed the role of Interim City Administrator, David has stepped into the role of Fire Chief and the Department has operated seamlessly during the transition of leadership. The Deputy Chief role has been filled temporarily by Matt Freiheit who moved up from Battalion Chief to a quasi-management role while still remaining active in the Firefighter's Association. The department has been in a holding pattern awaiting the Council's decision regarding the City Administrator vacancy. Now that we have a timeline established for Interim City Administrator, the Council can make a determination regarding the selection of Fire Chief.

Staff is recommending that the Council appoint David Shepherd as Interim Fire Chief for a period of at least 60-days. During that time, staff will work with Council to determine an appropriate selection process for filling the Fire Chief position long-term.

#### **FISCAL IMPLICATIONS:**

We have negotiated a salary with David Shepherd which is covered by the current budget. His is being compensated at step 5 of the Department Head salary range (\$9,822/month) which is one step below the compensation point for John Karns when he left the position.



**STAFF RECOMMENDATION AND REQUESTED ACTION:**

Staff is recommending the formal appointment of David Shepherd as Interim Fire Chief.

**SUGGESTED MOTION:**

Move to appoint David Shepherd as Interim Fire Chief.

**ATTACHMENTS:**

- Employment Agreement



**CITY OF ASHLAND**  
**Employment Agreement**

**Interim Fire Chief**

THIS AGREEMENT made and entered into this 21<sup>st</sup> day of February 2017, by and between the City of Ashland ("City") and David Shepherd ("Employee").

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

- A. City desires to employ the services of Employee as Interim Fire Chief of 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 for a period of up to 6 months or until a selection process has been identified, whichever occurs sooner, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to financial 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 Interim Fire Chief of Ashland.

City and Employee agree as follows:

**Section 1. Duties.** The city hereby agrees to employ David Shepherd as the Interim Fire Chief of the City 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 Administrator and/or City Council shall from time to time assign. The Interim Fire Chief shall devote full time to the performance of his duties for the duration of interim appointment.

**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 Interim Fire Chief at any time, subject only to the provisions set forth in this agreement.

- B. Employee agrees to remain in the employ of City until a successor Fire Chief is appointed into the regular F/T position, 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.
- C. In the event Employee wishes to voluntarily resign the position during the term of this agreement, Employee shall be required to give the City one month written notice of such intention, unless such notice is waived by the City Administrator with the 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.** City agrees to pay Employee a total monthly salary of \$56,669.11/hour which equates to the fifth step in the salary range for Fire Chief (\$9,822/month). Employee would be afforded the same Cost of Living Adjustment as may be accorded other Department Heads.

**Section 4. Automobile Allowance.** 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 a vehicle or an automobile allowance of \$350/month if the employee chooses to use his own personal vehicle for City business. Employee shall be responsible for paying for insurance, operation, maintenance and repairs of his personal vehicle.

**Section 5. Tools and Equipment.** City agrees to provide the tools and equipment necessary for the Interim Police Chief to efficiently perform his duties. Uniforms, radio equipment, computer and protective equipment will be provided and maintained by the City.

**Section 6. 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.

Dated this \_\_\_\_ of February, 2017.

---

Barbara Christensen, City Recorder

---

John Stromberg, Mayor

Accepted this \_\_\_\_ day of February, 2017.

---

David Shepherd