

**CITY OF ASHLAND
DRAFT Employment Agreement**

Police Chief

THIS AGREEMENT, made and entered into this ____ day of February 2007 by and between the City of Ashland ("City") and Terry Holderness ("Employee").

R E C I T A L S :

- A. City desires to employ the services of Employee as Police Chief of the City of Ashland; and
- B. It is the desire of the City 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 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 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 Police Chief of City of Ashland, and to begin his employment on April 9, 2007.

City and Employee agree as follows:

Section 1. Duties.

The city hereby agrees to employ Terry Holderness as the Police Chief of the City to perform the functions and duties specified in City ordinances, and the job description attached as Exhibit A and to perform such other legally and ethically permissible and proper duties and functions as the City Council shall from time to time assign. The Police Chief shall devote full time to the performance of his duties. The Police Chief may hold outside employment so long as it does not impact the ability of the Police Chief to effectively perform his duties.

Section 2. Term.

A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Mayor, with the consent of the City Council in accordance with the City Charter, from terminating the services of the Police Chief at any time, subject only to the provisions set forth in the section entitled "Severance pay" of this agreement.

B. Employee agrees to remain in the employ of City until April 9, 2009, and, except as set forth in Section 1, 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 regular duties of the Employee.

C. In the event written notice is not given by either party to terminate this agreement at least ninety (90) days prior to the termination date, this agreement shall be extended for successive two-year periods on the same terms and conditions as provided herein.

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 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.

E. Employee must meet all of the certification requirements for a Chief of Police in Oregon as required by the Department of Public Safety Standards and Training (DPSST) as outlined in OAR 259-008-0076 and OAR 259-008-0010. Failure to meet those standards shall automatically terminate this contract, and the employee will not be eligible for the severance provisions outlined in Section 11 of this contract.

Section 3. Salary.

Beginning April 2, 2007, City agrees to pay Employee a monthly salary at Step C. of the salary schedule (\$7,694) payable at the same time and in the same manner as other employees of the City are paid. The Employee shall be eligible for an increase to step D of the salary schedule (\$7,999) upon completion of a satisfactory evaluation 6 months after start date. In addition, City agrees to annually increase the monthly salary and/or benefits in the same percentage as may be accorded other department heads.

Section 4. Performance Evaluation.

The City Administrator shall review and evaluate the performance of the employee at least once annually.

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 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 department is not adversely affected. Work in excess of an average of forty (40) hours per week is deemed part of the professional responsibility for which the Employee shall not be paid overtime but for which he shall receive a minimum of five (5) days of administrative leave each year. Employee will receive additional administrative leave if granted by the City Council in the Management Resolution adopted 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 either provide use of a City owned vehicle or an automobile allowance of \$350/month for the use of said automobile for travel. If Employee elects to use the automobile allowance, Employee shall be responsible for paying for insurance, operation, maintenance and repairs of the vehicle.

Section 7. Health, Welfare and Retirement.

Except as modified by this agreement, Employee shall be entitled to receive the same retirement, vacation and 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 head, in addition to any benefits enumerated specifically for the benefit of Employee as provided in this agreement.

With respect to vacation benefits, the Employee will initially accrue vacation leave with pay at the rate of ten and 2/3rds (10.67) hours per month. Employee shall continue to accrue vacation time at this rate until longevity would afford Employee a higher vacation accrual in accordance with the Management Resolution. Afterward, Employee will accrue additional vacation hours at the same rate as City Department Heads. In addition, the City will credit ten (10) days of vacation leave to his account upon employment, which shall be in addition to the vacation time he would otherwise accrue as a City Employee.

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 necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the City.

Section 9. Professional Development.

A. The City hereby agrees to annually budget and allocate sufficient funds to pay the expenses of the Police Chief's necessary travel and living expenses to represent the City at conferences or meetings of national and state committees or commissions upon which the Police Chief serves as a member, said membership on said state commissions or committees being subject to the approval of the City Administrator, and for such other official meetings or travel as are reasonably necessary for the professional advancement of the Police Chief as approved by the City Administrator

B. City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.

Section 10. Professional Liability.

The City agrees that it shall defend, hold harmless, and indemnify the Police Chief from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against the Police Chief in his individual capacity or in his official capacity, provided the incident arose while the Police Chief was acting within the scope of his employment. If in the good faith opinion of the Police Chief, conflict exists as regards to the defense of any such claim between the legal position of the City and the Police Chief, the Police Chief may engage counsel, in which event, the City shall indemnify the Police Chief for the cost of legal counsel.

Section 11. Severance Pay.

A. In the event of the involuntary termination of the Police Chief during the term of this agreement, or a successor agreement, he shall be entitled to receive a lump sum payment equal to six (6) months aggregate salary and benefits. Termination by the City, as used in this paragraph, means the Police Chief's discharge or dismissal by the Mayor with consent of the City Council or the Police Chief's resignation following a salary reduction greater in percentage than an across-the-board reduction for all city employees, or the Police Chief's resignation following a formal request to him by the City Council that he resign. Said sum shall be paid to the Police Chief within thirty (30) days of the next regular council meeting after said 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 him, then, in that event, City shall have no obligation to pay the aggregate severance sum designated in Section 11.A.

Section 12. 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 13: Moving and Relocation Expenses

The City will pay expenses associated with moving Employee's household from California to Ashland in an amount not to exceed \$10,000. Moving expenses include packing, moving, storage costs, unpacking, and insurance charges for moving and storing Employee's household goods. Moving expenses also include actual lodging and meal expenses and mileage costs for moving two personal automobiles and shall be reimbursed at the current IRS allowable rate while the employee is in transit. Moving expenses shall also include actual lodging, meal expenses, and mileage (or airfare) for up to two visits to Ashland for the Employee and family for the purpose of securing a permanent residence. Finally, moving expenses include the actual costs for employee of securing temporary housing, prior to moving into permanent housing, for up to two months.

Section 14. 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 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 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.

Dated this ____ of _____, 2006.

Barbara Christensen, City Recorder

John Morrison, Mayor

Accepted this ____ day of February 2007.

Terry Holderness

TERRY HOLDERNESS

PROFESSIONAL EXPERIENCE

- 1981 – present City of Fontana Police Department, Fontana, CA
 Captain (2000-present)
 Lieutenant (1989-2000)
 Sergeant (1984-1989)
 Officer (1981-1984)
- 1979 – 1981 City of Corona Police Department, Corona, CA
 Officer
- 1977 – 1979 Los Angeles County Sheriff Department, Los Angeles, CA
 Deputy Sheriff

EDUCATION

- 2002 M.A., Education, San Diego State University, San Diego, CA
1977 B.S., Criminal Justice, California State University, Long Beach, CA

SUMMARY OF QUALIFICATIONS

More than 28 years experience in law enforcement. Bachelors Degree in Criminal Justice and Masters Degree in Educational Leadership. Fifteen years experience as a police manager. Graduate of the California POST Command College and the Senior Management Institute for Police. Management experience in patrol, investigations, administration and special operations. Extensive experience in the areas of police personnel issues, grants, training, crime prevention though environmental design and traffic enforcement. Nationally recognized expert in community policing and development of community based programs to reduce crime and disorder.

EMPLOYMENT HISTORY

July 2000 to Present

Position: Police Captain
Agency: Fontana Police Department

Summary of Duties: Commander of Special Operations and Field Services Divisions. As commander of the Field Services Division currently have management responsibility for all patrol and investigations functions for a department of 195 sworn officers. As Commander of the Special Operations Division had management responsibility for all of the police department's special units and programs. The City of Fontana is one of the fastest growing cities in the United States and the Special Operations Commander is responsible for dealing with other city departments, the Planning Commission and the development community on issues related to environmental design, planning and crime.

Selected Accomplishments: Assisted in development and management of several programs and problem solving efforts credited with reducing traffic collisions, calls for service and crime citywide. Responsible for development of most of the programs that have resulted in the Fontana being chosen by the California Regional Community Policing Institute to receive their top honor for excellence in community policing twice in the last three years. Oversaw the review and implementation of a department wide use of force study and recently completed strategic growth and reorganization plans. Helped develop and manage the School Resource Officer program that has been recognized as a model program by both the National Association of School Resource Officers and the United States Department of Justice. Project director for the Community Assistance Program, which is a partnership with local churches and over one hundred other government and community organizations that provide temporary assistance to Fontana residents. Invited to speak at several major conferences and wrote articles that appeared in Police Chief and Western Cities magazines on community policing and traffic collision reduction strategies.

June 1989 to June 2000

Position: Police Lieutenant

TERRY HOLDERNESS

RESUME OF QUALIFICATIONS

Agency: Fontana Police Department

Summary of Duties: Supervision and management of police personnel. Worked patrol, administration and the community policing unit. At various times managed records, dispatch, traffic, gangs, narcotics, bikes, internal affairs, training and crime prevention units. Had primary responsibility for developing department's community policing strategy and was part of the grant writing team.

Selected Accomplishments: Involved in the development of programs and problem solving efforts that substantially reduced drug trafficking, the number of homeless persons and graffiti city wide. Wrote grants that brought over three million dollars in grant funding into the city. Responsible for the development of programs that received awards for excellence in community policing from several national and international organizations, including the National League of Cities and the International Association of Chiefs of Police. Most of those programs were collaborative efforts with local community groups and other government agencies. Invited to speak at several regional, national and international conferences on community and problem oriented policing. Wrote and oversaw implementation of several city ordinances to address public safety issues including the first parolee housing ordinance implemented in the State of California. Wrote the department's first department wide training plan.

December 1984 to June 1989

Position: Police Sergeant
Agency: Fontana Police Department

Summary of Duties: General supervision of patrol shift for approximately 18 months. One year of experience as personnel and training sergeant and two years of experience as supervisor of investigations, narcotics and multi-jurisdictional auto theft units.

Selected Accomplishments: Wrote new Field Training Officer program and training programs for Community Service Officers and Dispatchers. Organized the department's first comprehensive neighborhood based narcotics program which significantly reduced narcotics activity and related crime in a large area of Fontana. Received commendation for significantly increasing department's DUI arrests.

June 1981 to December 1984

Position: Police Corporal/Officer
Agency: Fontana Police Department

Summary of Duties: General patrol duties and assignment as a K-9 officer for two years. Assigned as a detective with duties to investigate all serious crimes occurring in the city.

Selected Accomplishments: Led patrol unit in DUI arrests and led the investigations unit in overall arrests.

October 1979 to June 1981

Position: Police Officer

TERRY HOLDERNESS

RESUME OF QUALIFICATIONS

Agency: Corona Police Department

Summary of Duties: General patrol duties.

Selected Accomplishments: Led the department in DUI arrests.

October 1977 to October 1979

Position: Deputy Sheriff
Agency: Los Angeles County Sheriff

Summary of Duties: Supervision of jail inmates.

Selected Accomplishments: Assigned to work special handling inmates. Commendation for saving a suicidal inmate's life.

EDUCATION

June 2001 to December 2002

Course of Study:

Degree Acquired:

San Diego State University
Educational Leadership
Master of Arts in Education

June 1978 to September 1979

Course of Study:

Units Completed:

Pepperdine University
Graduate level work in Public Administration
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September 1972 to June 1977

Course of Study:

Degree Acquired:

California State University Long Beach
Criminal Justice
Bachelor of Science in Criminal Justice

EXECUTIVE TRAINING COURSES

Command College

California POST Commission
Completed June 1998

Executive Development Course

California POST Commission
Completed November 2002

Senior Management Institute
for Police

Police Executive Research Forum
Completed June 2005

PROFESSIONAL CERTIFICATES

TERRY HOLDERNESS

RESUME OF QUALIFICATIONS

California POST Management Certificate
California POST Supervisor Certificate
California POST Advanced Officer Certificate
Vocational Education Teaching Certificate

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