

Council Business Meeting

November 17, 2020

Agenda Item	Intergovernmental Agreement (IGA) for Fire Chief Services with Jackson County Fire District #3	
From	Adam Hanks	Interim City Administrator
Contact	adam@ashland.or.us 541-552-2046	

SUMMARY

David Shepherd announced his plans to retire as Fire Chief effective November 1, 2020. Mayor Stromberg appointed Division Chief Ralph Sartain as Acting Fire Chief. Concurrently, Council directed staff to continue pursuit of the appointment of a limited duration, permanent Chief through an intergovernmental agreement with Jackson County Fire District #3. Upon approval of both the City Council and the District #3 Board of Directors, the Interim City Administrator would coordinate with Fire District #3 Chief Bob Horton to execute the agreement and place Devon Brown as Fire Chief for Ashland Fire and Rescue.

POLICIES, PLANS & GOALS SUPPORTED

Council Goal 1 – Develop current and long-term budgetary resilience

Council Goal 2 – Analyze City departments/programs to gain efficiencies, reduce costs and improve services

Cost Review Ad-Hoc Committee Recommendation #5 (approved by Council May 19, 2020) – Direct staff to advise definitive ways where they could streamline operations with the goal of creating a meaningful cost/benefit review of services offered and that also creates efficiencies and reduces costs.

Cost Review Ad-Hoc Committee Recommendation #6 – Consider outsourcing services with the goal of reducing costs.

PREVIOUS COUNCIL ACTION

At the [September 15, 2020 Business Meeting](#), the City Council moved to recommend pursuing a recruitment for a Limited Duration Appointment (one to three years) of a Fire Chief. At the [November 2 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 allowing Division Chief Devon Brown to serve as the appointed Ashland Fire Chief for a limited duration.

BACKGROUND AND ADDITIONAL INFORMATION

Throughout the summer of 2020 and right up to the Alameda Fire, Fire Department and Administrative staff had exploratory discussions with neighboring Jackson County District #5 with the objective of reduce overhead management costs with potential gains through pooled resources and staffing. Simultaneously, the Council authorized staff to secure outside consulting services to examine and analyze the historical and current financial and operational impacts of the Ambulance service on the overall Fire Department, which will be complete in early 2021. Additionally, the City will soon be transitioning to a post-election change out of several elected Council seats and a change to Council/Manager form of Government.

It became clear that it was not ideal to recruit a new, permanent/long-term Fire Chief with so many critical decisions and potential changes on the near-term horizon, but rather work to bring into our organization a highly qualified individual who could function in a role of Fire Chief with complete objectivity as to the significant challenges and opportunities ahead for Ashland Fire & Rescue and the City and community overall.

In the process of pursuing this somewhat unique recruitment process, both Chief Shepherd and I reached out to our regional fire service agency partners for their input. From that arose another unique possible pathway

that staff feels provides even a greater degree of benefit to both the City of Ashland and potentially to regional fire services overall.

Jackson County Fire District #3 Chief Bob Horton proposed the concept of the City utilizing District #3 in filling Ashland's Fire Chief role through the development of an Inter-Governmental Agreement (IGA) with the City contracting with District #3 for Fire Chief services rather than employing the individual directly for the proposed three year period. Benefits include:

- Leadership staffing flexibility for the City for a range of future decision making regarding the ambulance service and potential regionalization of elements of the current City fire service.
- Joint review and selection of the individual chosen to fill the Ashland Fire Chief position.
- Sharing of business best practices and exploration of further potential operational and organizational efficiencies for both the City and District #3 (consistent with Cost Review Ad-Hoc Committee recommendations).
- Increased level of regional participation and coordination.

The proposed IGA allows District #3 to better plan for and manage succession planning for their organization as well as the ability to formalize a partnership with another regional fire service in a combined pursuit of finding common areas of need and collaboratively working on solutions that can provide enhanced services to the region in the most cost effective manner possible.

The candidate being strongly considered for filling this position as Ashland Fire Chief through the proposed IGA arrangement is Devon Brown, who is currently a Division Chief for the Klamath Fire District #1. Both Mayor Stromberg and I have met with Devon and also with Chief Horton as part of the combined selection review process. Management and union staff within Ashland Fire & Rescue have also been updated on both the overall plan structure and of Devon's candidacy for the position. Devon's resume is attached, along with the draft IGA.

Devon is positioned extremely well to guide the City through the evaluation and decision-making process with the ambulance service and brings extensive knowledge of state and federal issues that may have a bearing on those decisions in the relatively near future. Devon also has strong and long-standing personal connections to the Rogue Valley and Ashland specifically with his work with youth ski programs at Mt Ashland. In summary, executive leadership at both the City and District #3 feels strongly that Devon has the attributes, experience and mindset to immediately benefit fire and ambulance services in Ashland and the region.

FISCAL IMPACTS

The existing FY budget includes funding for a Fire Chief, and the IGA is structured to remain within the current budget through the end of the fiscal year. Staff will incorporate future costs in the upcoming biennial budget, \$225,504 beginning July 1, 2021, and \$231,144 starting July 1, 2022. While serving in full and complete capacity as Ashland's Fire Chief, the employment relationship will be with Fire District #3. The IGA has a 2.5 percent annual increase to keep pace with Fire District #3's inflationary costs for payroll, workers' compensation, and other employment-related expenses.

STAFF RECOMMENDATION

Staff recommends Council direct the Interim City Administrator to execute this IGA for Fire Chief Services with Fire District #3.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- 1) I move to direct the Interim City Administrator to execute the attached IGA with Jackson County Fire District #3 for Fire Chief Services.
- 2) I move to direct the Interim City Administrator to consider the following changes to the attached IGA for Council review at a future Council Meeting...

REFERENCES & ATTACHMENTS

Attachment 1: Joint Release – City of Ashland and Jackson County Fire District #3

Attachment 2: Division Chief Devon Brown Resume/cover letter

Attachment 3: Intergovernmental Agreement



The City of Ashland and Fire District 3 collaborate to build synergy in fire and emergency response service



Joint Message

With the pending retirement of Ashland Fire Chief David Shephard, Mayor John Stromberg, with agreement from Council, is working with Interim City Administrator Adam Hanks to fill the void in leadership at Ashland Fire & Rescue created by Chief Shepherd's well-deserved departure.

To help navigate the community and Ashland Fire & Rescue, and to provide a level of organizational flexibility, Mayor Stromberg and Hanks engaged Fire District 3 Chief Bob Horton in a joint exploration of the idea of a partnership between the agencies that will lead to synergy in service delivery to their respective communities and workforces. All agree that the response to fire and other emergencies in our valley depends on a strong partnership among emergency response agencies. The agreement being considered between these two agencies is a great example of intergovernmental collaboration to improve service outcomes, regardless of jurisdictional boundaries.

In this agreement, Ashland Fire & Rescue will contract with Fire District 3 to provide a limited duration Fire Chief to offer leadership and direction to Ashland Fire & Rescue. The agreement is designed to preserve the identity, autonomy, and flexibility of Ashland Fire & Rescue, while gaining the energy and efficiencies of a regional engine that powers the cooperative emergency response services across the entire Rogue Valley.

Under this agreement, the Mayor, Ashland City Administrator and Fire District 3 Chief will mutually agree upon the candidate to serve in this capacity. Both agencies are proud to be considering Chief Devon Brown for this opportunity to lead and represent the spirit and interests of this agreement.

Devon Brown currently serves as the Division Chief for Klamath County Fire District #1 in Klamath Falls, OR. Devon is an experienced leader who has navigated Klamath County through innovation and efficiencies in ambulance service, firefighter training, and regional wildfire response; all while developing strong labor and management relationships throughout the organization. Devon has earned a Bachelor of Science degree in Nursing, is a Registered Nurse, certified Paramedic, and Hazardous Materials Technician. Devon is a Board Director for the Oregon Fire Chiefs Association, President of the Klamath County Ambulance Advisory Committee, and serves on the Oregon State Ambulance Association. Devon frequents the Rogue Valley in his role as a volunteer coach for the Medford Ski Education Foundation.

"We are excited at the prospect of having such an enthusiastic and experienced leader to navigate us through these next few years," states Adam Hanks, Ashland's Interim City Administrator. Fire District 3 Chief Bob Horton adds, "Devon will be a great fit to serve Ashland Fire & Rescue and the Ashland community, while representing the larger interests of coordinated emergency response throughout the Rogue Valley."

The intergovernmental agreement is pending approval of both the Ashland City Council and Fire District 3 Board of Directors at their respective November meetings. The agreement is for three years with the option of additional considerations at the end of the three-year term.



DJB

DEVON J. BROWN

CITY OF ASHLAND | JCFD 3
ASHLAND FIRE CHIEF CANDIDATE

LICENSURE

OHA Paramedic
OSBN Registered Nurse
DPSST Fire Officer II
OSFM HazMat Technician
NWCG Engine Boss
Planning Section Chief 3 Trainee

SKILLS

Executive leadership
Managing unionized workforces
Fiscal management
Budget creation
Incident command
EMS education
Fire science instruction
Apparatus spec. writing &
contract execution
Clinical research

EXPERIENCE

DIVISION CHIEF • KLAMATH CO FIRE DIST 1 • JULY 2017 - CURRENT

I manage the budget, personnel, & capital equipment assigned to EMS & Training. In FY 19-20, EMS generated \$2.7 million in income and expended only \$1.6 million of a \$1.9 million budget. I am responsible for the EMS Billing Office, QA/QI, protocol development, and all hazards training. I support a staff of 63 personnel in 4 stations executing a call volume greater than 7,900 incidents annually.

CLINICAL MANAGER • IU HEALTH • JUNE 2012 - JULY 2017

I provided critical care helicopter transport as flight paramedic & RN. I managed 2 Lifeline helicopter bases consisting of 2 helicopters, 1 ambulance, 20 providers, and served as liaison to our pilot & mechanic vendor. I managed base budget, measured performance, led regional marketing initiatives, and trained personnel.

US PARK RANGER • US GOVERNMENT • MAY 2006 - JUNE 2012

I served as the EMS Coordinator for Grand Canyon National Park. I was an Engine Captain for park's type I engine, a member of the technical rescue team (high angle and helicopter) and provided law enforcement as an ancillary duty. I supervised 4 EMS and Fire Stations and responded to more than 2,000 fire, EMS, technical rescue incidents per year. Grand Canyon's permanent population is about 3500 serving in excess of 6 million visitors annually.



DEVONBROWNEMTP@MSN
.COM



317-617-4705



DJJB

DEVON J. BROWN

**CITY OF ASHLAND | JCFD 3
ASHLAND FIRE CHIEF CANDIDATE**

FIREFIGHTER-MEDIC • CUNNINGHAM FPD • JUNE 2003 – MAY 2006

I served as a Firefighter Paramedic for the Cunningham Fire Protection District in Denver, CO. Cunningham is now part of South Metro Fire Rescue. I provided fire suppression and advanced life support services as a member of an Engine and Ambulance crew. Our district's population was approximately 60,000 and we responded to approximately 4500 incidents annually.

LIEUTENANT • FISHERS FIRE DEPT • MARCH 1999 – JUNE 2003

I was initially hired as firefighter-EMT and became a certified paramedic and rescue diver. I primarily served on engine and heavy rescue companies. I promoted to Lieutenant in 2002. Upon promotion to Lieutenant, I provided leadership to a crew of 5 firefighters assigned to a co-staffed heavy rescue & ladder company.

EDUCATION

BACHELOR OF SCIENCE NURSING • 2018 • WESTERN GOVERNORS

Awarded Bachelor of Science in Nursing with GPA of 3.0+. Major focus was leadership, advanced pathology, and public health.

AAS PARAMEDIC & RN • 2014 • IVY TECH COMM COLLEGE

Received AAS in Paramedicine and Nursing simultaneously. Paramedic certification initially received in 2000.



DEVONBROWNEMTP@MSN.COM



317-617-4705



DJJB

DEVON J. BROWN

**CITY OF ASHLAND | JCFD 3
ASHLAND FIRE CHIEF CANDIDATE**

VOLUNTEER AND OTHER ACTIVITIES

I am a volunteer parent-coach for the Medford Ski Education Foundation at Mt. Ashland. MSEF is the organization in charge of running alpine ski racing for several high schools in Jackson, Josephine, and Klamath Counties. I grew up ski racing in my hometown of Vail, CO. I thoroughly enjoy teaching young athletes about the sport of ski racing. I help the full-time coach at the beginning of the season with teaching fundamentals of skiing and alpine racing. Once the season is in full swing, I serve as Chief of Race or Starter for most races. Being part of this organization has helped me create friendships and professional relationships in Ashland and throughout the Rogue Valley.

I also teach fire science courses at Klamath Community College. I enjoy teaching young, aspiring firefighters about the profession, community service, professionalism, and the science of fire suppression. I recently taught a Firefighter 1 academy, a Firefighter 2 course, and regularly assist other lead instructors with various topics.



DEVONBROWNEMTP@MSN.COM



317-617-4705

INTERGOVERNMENTAL AGREEMENT FOR FIRE CHIEF SERVICES

This agreement, by and between the **City of Ashland**, hereinafter referred to the City, and **Jackson County Fire District 3**, hereinafter referred to as District 3, is made and entered into on _____, 2020, for the purpose of District 3 providing Fire Chief Services to the City.

RECITALS

Whereas, Oregon Revised Statutes (ORS) Chapter 190 authorizes units of local government to enter into written agreements with other units of local government for any or all of the functions and activities of a Party to the agreement; and

Whereas, District 3 is organized under ORS Chapter 478 and the City is organized under ORS Chapter 221; and

Whereas, a contract for Fire Chief Services would provide both governmental entities an opportunity to serve their communities better;

Whereas, both parties maintain an interest in on-going collaboration and exploration of additional areas of mutual participation that increases efficiencies in operations of both agencies and maintains or enhances services to the region.

AGREEMENT

Now, therefore, in consideration of each Party's performance of the covenants, terms and conditions herein as they run to the benefit of the other, the Parties mutually agree:

SECTION 1 – PURPOSE

- 1.1 The purpose of this Agreement is for District 3 to provide Fire Chief Services to the City.
- 1.2 Recognizing the purpose and the spirit with which this Agreement is entered into, District 3 and the City agree to cooperate, consult, meet and work together in resolving, to the mutual satisfaction of both Parties, any question or problems which may hereafter arise in connection with the performance of this Agreement.

SECTION 2 – TERM

- 2.1 This Agreement shall be effective from the date it is signed by both Parties until **June 30, 2023**. The Parties agree to meet prior to February 1, 2023 to determine whether to extend or amend this Agreement

SECTION 3 – SERVICES TO BE PROVIDED

- 3.1 Fire Chief Services

Subject to the Parties' mutual agreement regarding the selection of a Fire Chief to fulfill the duties specified herein, District 3 will provide Fire Chief Services ("Services") to the City. Generally, such Services will include oversight and administration of the City's Fire Department, Fire Department personnel management, ensuring infrastructure and building maintenance, Fire Department budgeting and finances, and at least monthly reports to the City Council and City Manager. Upon execution of this Agreement, the City Administrator delegates to the Fire Chief the day-to-day

operational and administrative control of the City's Fire Department, subject to the City Administrator's supervision and oversight of the Fire Chief.

Generally, the authority of the Fire Chief shall be consistent with state law and, shall include but not be limited to: the overall management, administration and direction of Fire Department operations; the hiring, disciplining and discharging of Fire Department employees (subject to consultation with the City Administrator and the limitations provided below in Subsection 3.1.E); the efficient execution and administration of City policies; the responsible and lawful administration of the Fire Department budget and resources; the provision of Fire Department policy advice to elected officials, and open communication with the community so as to foster responsive and courteous public service. Specifically, the Fire Chief will:

- A. Initiate, administer and supervise the fire protection, fire prevention and emergency medical activities and programs of the City;
- B. Initiate, administer and supervise all functions and programs of the City's Fire Department;
- C. Supervise the maintenance and upkeep of any fire facilities and fire equipment owned or maintained by the City;
- D. Draft and seek Council or City Administrator approval of the Fire Department budget; keep and maintain proper fiscal and budget records pertaining to the Fire Department budget for the City;
- E. Supervise, discipline, evaluate, promote, and hire and terminate all Fire Department personnel necessary to carry out the business of the City subject to the limitations of ORS 478.260, City policies and procedures, Oregon law and any applicable collective bargaining agreement; however, the Fire Chief shall consult with and obtain the pre-approval of the City Administrator before imposing any discipline above the level of written reprimand;
- F. Perform all things necessary to carry out the Fire Department's mission and administration under purview of the City Administrator; and
- G. Provide assistance or services to other fire agencies when reasonable and practical.

In doing so, the Fire Chief shall be bound by all the laws, rules, regulations and policies now in existence or hereafter adopted by the City Council of Ashland, Oregon and shall administer the Fire Department affairs of the City in accordance therewith and pursuant to the laws of the State of Oregon. The Parties agree and understand that the Fire Chief shall be supervised by the Ashland City Administrator and the Ashland City Council hereby agrees to a principal of noninterference in the Fire Chief's administrative and operational decisions and actions necessary to the orderly and efficient implementation of City policy.

SECTION 4 – GENERAL PROVISIONS

4.1 Governing Law.

This Agreement shall be construed pursuant to the applicable federal laws and the laws of the State of Oregon.

4.2 Notices.

- A. Notice may be given by either Party to the other Party for any purpose under this Agreement by email, personal delivery, or certified mailing. Notice shall be deemed given on the date of delivery or three days after the date of mailing.
- B. Notices shall be given to the Parties as follows:

Robert Horton
Fire Chief
Jackson County Fire District 3
8333 Agate Road
White City, OR 97502
(541) 826-7100
Roberth@jcf3.com

Adam Hanks
City Administrator
City of Ashland
20 East Main Street
Ashland, OR 97520
(541) 488-6002
adam.hanks@ashland.or.us

4.3 No Third Party Beneficiaries.

This Agreement is entered for the uses and purposes set forth above, for the sole benefit of the Parties. The provisions of this Agreement are not intended to benefit or protect the interest of any other person or entity.

4.4 Non-Assignment.

This Agreement shall not be assignable by either Party.

SECTION 5 – REVIEW, EVALUATION, AND QUALITY ASSURANCE

- 5.1 Both Parties shall notify the other as soon as possible of incidents that affect the quality of service delivery under this Agreement. Both Parties agree to work diligently towards resolving any issues that may arise for the mutual benefit of the Parties.

SECTION 6 – LIABILITY/INDEMNITY

- 6.1 Subject at all times to the Oregon Tort Claims Act and the Oregon Constitution’s tort claim limitations, the Parties mutually agree to defend, indemnify and hold each other harmless (including each Party’s elected officials, officers, agents and employees) from and against any and all third Party losses, claims, actions, costs, judgments, damages or other expenses resulting from injury or death to any person or damage or destruction to property of whatever nature, arising out of or incidental to this Agreement. This section does not confer any right to indemnity on any person or entity other than the Parties, waive any right of indemnity or contribution from any person or entity; or waive any governmental immunity. The obligations of the Parties under this section will survive expiration or termination of this Agreement. Notwithstanding the above, neither Party shall be held responsible for any losses, claims, actions, costs, judgments, damages or other expenses directly, solely caused by the purposeful malfeasance or illegal misconduct of the other Party.

SECTION 7 – PERSONNEL; NO JOINT EMPLOYMENT RELATIONSHIP

- 7.1 The Fire Chief shall, at all times remain the sole employee of District 3, subject to the rules and regulations of District 3 regarding the Fire Chief’s own employment; although the Parties recognize that the Fire Chief is charged with fairly applying the City’s rules and regulations when providing Fire

Chief Services to the City. This Agreement does not establish any joint employment or business partnership.

- 7.2 The City will provide a command vehicle, pay for all fuel expenses, provide a uniform, office space, technology support and supplies, and will provide administrative support for the Fire Chief during the terms of this Agreement.
- 7.3 The Fire Chief for District 3 and the City Administrator will meet at least quarterly to discuss the execution of this Agreement and the performance of the assigned Fire Chief to Ashland Fire Department.

SECTION 8 – COSTS

- 8.1 In consideration of the Services provided by District 3 under this Agreement, the City shall pay District 3 a sum \$18,333 per month, prorated if necessary in the first month of when the Fire Chief starts services, until the remainder of the 2020/21 fiscal year. Commencing July 1, 2021 the monthly charge under this Agreement will increase 2.5 percent to \$18,792 per month or \$225,504 for the 2021/22 fiscal year. Commencing July 1, 2022 the monthly charge under this Agreement will increase 2.5 percent to \$19,262 per month or \$231,144 for the 22/23 fiscal year. The District will accept quarterly or annual payments in lieu of monthly if City desires.

SECTION 9 – REVIEW, EVALUATION, AND QUALITY ASSURANCE

- 9.1 Both Parties shall notify the other as soon as possible of incidents that affect the quality of service delivery under this Agreement. Both Parties agree to work diligently towards resolving any issues that may arise for the mutual benefit of the Parties. Should the City have a concern or complaint regarding Fire Chief Services provided to the City under this Agreement, it shall be brought to District 3's Fire Chief.

SECTION 10 – DEFAULT

- 10.1 A Party to this Agreement who has cause to believe that the other Party is in default of the terms or conditions of this Agreement, shall give the Party alleged to be in default written notice of said default, and allow not less than ten (10) working days for the default to be cured. If the default is not cured within that time, the following remedies are available to the Parties:
 - Declare in writing this Agreement to be terminated, at which time the provisions of Section 11 of this Agreement shall be complied with.
 - Request arbitration of any dispute pursuant to ORS 190.710 to ORS 190.180.
 - If not resolved in arbitration, bring an action in the Jackson County Circuit Court to enforce any provision of this Agreement.
- 10.2 Each of the above remedies is deemed to be cumulative and non-exclusive of any other remedy.

SECTION 11 –TERMINATION

- 11.1 This Agreement may be terminated for cause after the terminating Party has complied with the requirements of Section 10 herein.
- 11.2 This Agreement may be terminated by either Party, without cause, by the terminating Party giving the other Party written notice of its intention to terminate this Agreement. Such notice shall be given at least six (6) months prior to the termination of this Agreement, although, by mutual consent

of the Parties, this Agreement may be terminated on shorter notice. Should the City want to terminate this Agreement early, the City will be subject to a six (6) month termination fee equal to the monthly charge.

SECTION 12 – ATTORNEY FEES

12.1 Should either Party be required to apply to any court or to any arbitration panel for enforcement of any term of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney fees, costs and disbursements incurred therein, whether on appeal or not.

SECTION 13 - ENTIRE AGREEMENT; AMENDMENT

13.1 This written agreement is the entire agreement of the Parties hereto regarding the subject matter of this Agreement and contains all of the terms and conditions of the Agreement between the Parties. All prior agreements, for the Services aforementioned, understandings or the like, whether written or verbal, are superseded by this Agreement and shall be of no force or effect whatsoever. Any amendment to this Agreement shall be in writing and signed by the representatives of the Parties as duly authorized by the governing body of each Party.

SECTION 14 - EXECUTION; BUDGETARY APPROPRIATION

14.1 The execution of this Agreement by each of the undersigned is done pursuant to the authorization of the governing body of each Party, voted upon in an open meeting in accordance with Oregon Law, and each person executing this Agreement hereby certifies that they are authorized to execute this Agreement on behalf of District 3 and the City. In witness whereof, the Parties, through their duly authorized representatives, have executed this Agreement on the date or dates set forth below. This Agreement is contingent upon each Party’s governing body appropriating the necessary resources and funds for this Agreement.

Jackson County Fire District 3

By: _____ Date: _____
Robert B. Horton, Fire Chief/CEO

By: _____ Date: _____
Harvey Tonn, Board President

City of Ashland

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____