

**LOCAL
GOVERNMENT
LAW GROUP**

An Oregon Professional Corporation

Carolyn H. Connelly
Ross M. Williamson*
Mark A. Wolf
Diana Moffat
Lori J. Cooper
Truman A. Stone
Armand Resto-Spotts
Neil F. Taylor
*Also Admitted in Washington

November 21, 2025

Via Email Only To: cwolfard@applegatefd.com and heather.glass@wrfpd.org

Chris Wolfard, Fire Chief
Applegate Valley Rural Fire Protection District
1095 Upper Applegate Road
Jacksonville, OR 97530

Heather Glass, Board President
Williams Rural Fire Protection District
211 East Fork Road
Williams, OR 97544

Re: Applegate / Williams– Waiver of Conflict

Dear Chris and Heather:

Applegate Valley Rural Fire Protection District (“Applegate FD”) and Williams Rural Fire Protection District (“Williams FD”) (collectively “Districts”) have asked Local Government Law Group to represent them jointly in connection with reviewing an Intergovernmental Agreement between the Districts for a shared executive services (“IGA”). My understanding is that we will split our fees associated with this project equally between the Districts. We are pleased to assist you, subject to the following understandings.

Although the interests of both Districts are generally consistent and are not presently adverse to each other, you understand that differences may develop during the course of representation. Even considering the possibility of these differences, the Districts have determined that it is in their individual and mutual best interest to have a single law firm represent them jointly in connection with the proposed IGA. Please understand, though, that if our firm ever determines that a conflict has developed, we will advise the Districts to obtain new legal counsel for this matter.

You understand that our firm is able to provide competent and diligent representation to each District regarding this IGA and that this representation is not prohibited by law. You also understand that our representation will not obligate this firm to argue for something on behalf of one of the Districts that we would have a duty to oppose on behalf of the other District.

Accordingly, this letter confirms that we will represent both Districts jointly in connection with the IGA. This will also confirm that both Districts have agreed to waive any conflicts of interest arising out of our representation of each client in this matter. It is further understood and agreed that the firm may freely convey information regarding this

matter provided to us by one District to the other and that there will be no secrets or confidentialities between the Districts in relation to this Project. In other words, you should assume that all information conveyed to me on this matter from either District may be shared with the other.

The Oregon State Bar Rules also require that I recommend you consult with independent legal counsel before you reach a decision on whether to consent to this arrangement. You are not obligated to consult legal counsel if you do not wish to do so; however, the choice is yours. If, after such review as you believe appropriate, you decide to consent to the firm representing both Districts regarding the IGA as described here, please sign and date this letter and send a copy back to me. For expediency on this matter, you could choose to scan and email me the signed letter.

Respectfully,



Lori J. Cooper
lori@localgovtlaw.com

LJC:kad

* * * * *

I HAVE READ, UNDERSTAND AND ACKNOWLEDGE THE ABOVE, AND HEREBY WAIVE ANY CONFLICT OF INTEREST WHICH MAY ARISE IN THIS SPECIFIC MATTER.

Applegate Valley Rural Fire Protection District Williams Rural Fire Protection District

By: _____

By: _____

Date: _____

Date: _____