

WILLIAMS RURAL FIRE PROTECTION DISTRICT
REGULAR BOARD MEETING AGENDA

Tuesday, January 14, 2025

Place and Time: District Headquarters, 211 E. Fork Road, Williams OR, at 10:00 AM

Dial In: 2532158782; Passcode: 8467644

Join Zoom Meeting

<https://us06web.zoom.us/j/88004074735?pwd=3xeViOd3vCB1N0MeUjR7FsRVGCxgsv.1>

Meeting ID: 876 9855 1131

Passcode: 666819

1. Call to Order, Pledge, and Roll Call of Members
2. Announcements
3. Approval of Prior Board Meeting Minutes – previously distributed electronically
 - December 10, 2024 Regular Board Meeting Minutes
4. Reports
 - Fire Chief’s Report (Given by Interim Fire Chief and Captain Nicco Holt)
 - Training Report
 - Operations Report
 - District Fire Marshal Report / Safety Committee Report
 - Community Relations Coordinator Report
 - Chair Report
 - WFA Report
5. Unfinished Business Tabled Unfinished Business
 - 5 Year Plan Update *- The Museum Building Update (Tabled)*
 - Chief Position *- Solar Panels (Tabled)*
 - Modular Home Update
6. New Business
 - Applegate IGA
 -
7. Clerk Treasurers Report – Financial Reports and Invoices -
8. Announcement of the next regular scheduled board meeting – February 11, 2025 at 10:00am
9. Public/Volunteer Input – two minutes at end of meeting
10. Public Questions – can be submitted in writing to PO Box 81, Williams, Oregon 97544
11. Motion to adjourn

Posted in accordance with ORS 192.640 - Heather Glass, Board Chair, Williams Rural Fire Protection District Board of Directors

- ❖ **Employment of Personnel - ORS 192.660(2)(a).** To consider the employment of a public officer, employee, staff member or individual agent.
- ❖ **Discipline of Public Officers and Employees - ORS 192.660(2)(b).** To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.
- ❖ **Consultation with Labor Negotiator – ORS 192.660(2)(d).** To conduct deliberations with persons designated by the governing body to carry on labor negotiations.
- ❖ **Real Property Transactions - ORS 192.660(2)(e).** To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
- ❖ **Exempt Records - ORS 192.660(2)(f).** To consider information or records that are exempt by law from public inspection.
- ❖ **Trade or Commerce - ORS 192.660(2)(g).** To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
- ❖ **Litigation/Consultation with Legal Counsel - ORS 192.660(2)(h).** To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.
- ❖ **Performance Evaluations - ORS 192.660(2)(i).** To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.
- ❖ **Labor Negotiations - ORS 192.660(3).** Labor negotiations shall be conducted in open meetings unless both sides of the negotiators request that negotiations be conducted in executive session. Labor negotiations conducted in executive session are not subject to the notification requirements of ORS 192.640.
- ❖ **Media Attendance – ORS 192.660(4).** Representatives of the news media shall be allowed to attend executive sessions other than those held under subsection (2)(d) of this section relating to labor negotiations but the governing body may require that specified information be undisclosed.

WRFPD Chief/Training/Admin Report December 2024

❖ Chief Activities

- Meetings
 - B.O.D. x1
 - Williams Firefighter Association (WFA)
 - Rogue Valley Fire Chief's Association (RVFCA)
 - Rogue Interagency Training Association (RITA)
- Regular activities that are worth noting and/or take time out of the day
 - Monthly report alarm data and report preparation
 - Financial discussions and acknowledgements
 - Discussions with staff and volunteers on various topics
 - Alarm responses and reports
 - District coverage while others are at meetings or trainings
 - Complete Certifications of Fire Protection for property developments
 - Duty Officer coverage
 - 12 weekdays & 4 weekend days
- Received delivery of toys for Santa's Visit from Old Guard Riders
- Provide support coordinating the blood drive
- Work with others in coordinating the Christmas Party
- Meet with Chief Wolfard to review and update the Administrative Services IGA

❖ Administrative Activities

- Provided general administrative support to staff and volunteers.
- Worked directly with Tallie on multiple financial and administrative details.
- Coordinated check signing and getting payments in the mail.
- Processed incoming mail
- Processed misc HR paperwork for new recruits
- Set-up Zoom and camera system for board meetings
- Reviewed and updated personnel time records in preparation for payroll
- Worked on website access and updates.
- Facilitated processing of SAIF claim for injured chipper employee
 - The employee has been cleared to return to work.

WRFPD Chief/Training/Admin Report December 2024

- ❖ Training Officer Activities
 - Prepare and lead training drills
 - Interact with new applicants and recruits in various stages of the onboarding process
 - DPSST documentation
 - Including bi-annual DPSST certification renewals
 - Training records and task books
 - Coordinate new recruit attending the RITA FF-1 Academy
 - Visit from DPSST Regional Training Coordinator
 - Weekly Training Drills
 - Fire Attack
 - Extinguishing fires in vehicles and trash containers
 - Alarm Documentation
 - Webinar on new national standard for documenting fire calls
 - Pre-incident planning
 - Procedures for pre-incident planning and water flow calculations
 - Fire Extinguishers
 - Practice using extinguishers to control small fires.
 - Other Training
 - New recruit training
 - Two members attended a Fire Officer 1 class

- ❖ District Alarm Activity
 - 20 alarms – We documented 284 responses for the year.
 - 10 EMS
 - 4 Power Line Down/Electrical Issue
 - 3 Service calls
 - 1 Tree Down
 - 1 Flue Fire
 - 1 Cancellation/No emergency found

WRFPD OPERATIONS REPORT DECEMBER 2024

- Starlink hardware received and installed. Some extra cable had to be purchased as the basic equipment did not have adequate length of cable. Devin and I used a bucket truck to install the special mount on our existing communications tower. We now have significantly faster internet. Reimbursement for the rental of the bucket truck to be paid out by AGA.
- After many broken promises by Bulletproof Construction to come out and finish the project they committed to, other options were looked at. A local builder, Ryan Mason of Mason Homes and an associate looked at the building. They believed they could do what we wanted in about 1 week. In addition, another local contractor left an estimate for the same project. He came in quite a bit higher. Estimates attached.
- I was able to finally get ahold of a representative of Ziply regarding the broken man hole cover next to the apron. I also made them aware of the problem of having a “weak” cover there as people tend to pull over there often. They ignored me and installed a cover identical to the one that broke, oh well.
- So far in to the winter, the bladder bags seem to be doing being fine. We have not had any deep freezes yet, so we’ll see what kind of weather we will get later in the season.
- We have reoccurring issues with our intake by the creek. In high water, the intake follows the water level and then gets left on the bank as the water recedes which results in loss of prime and water flow. The recent heavy rains may have changed the flow pattern of the east fork of Williams creek where it flows by our pump house. We will have to monitor this in the coming months to be sure it does not dry out on us.
- Stumpgrinder rented and the stumps ground to below surface level. We may have to back fill some where the big oak in front of the stations was. Right now, its looking good.
- Dryer cabinet parts to be delivered next week. I have reached out to McKensie Turnbull to schedule him to come and install the parts. Some prep work as, pulling rivets and covers ,can be done by us beforehand. I have asked manufacturer for instructions.
- I’m again looking at funding for showers for the district. Some of the options are; Grants, donations and existing funds. I would like to have this done before or around the start of fire season.
- All other duties and tasks.

LT. Oskar Sundell/WRFPD 1/09/2024

Fire Marshal's Report for December 2024
Williams RFPD
Jon Scaroni
January 13, 2025

Property Assessments: There were two property assessments completed in the Williams Fire District.

Business Inspections: Two safety inspections with State Fire Marshall Sam Lashly, including a safety inspection on December 12th at Herb Pharm, and a safety inspection on December 16th at Williams Elementary School.

Fire Investigations: None.

Meetings Attended: On December 18th, I attended the IAAI meeting in Central Point. We discussed lithium battery fires. On December 19th, I attended the CO-OP meeting and we discussed the direction of the CO-OP for the upcoming year, per direction of the Rogue Valley fire chiefs.

Fire Marshall Report: I attended the Fire Officer I classes in Glide, OR on December 13th and 14th. I am currently working on my Fire Officer I taskbook.

Chipper Program: We had three jobs. Two of the jobs took two days and the third job took one day. We have two more chipper jobs to do.

Safety Officer Report:

Jon Scaroni
WRFPD District Fire Marshall

Monthly Report for December 2024

Written by Ash Martell on January 8 for the January 2025 Regular Board Meeting
Community Relations Coordinator/Wildfire Resiliency Coordinator/Assist. to the Chief/HR

Community Relations Coordinator

Santa at the Fire Station event – December 15, 2024

WRFPD was able to serve approximately 40 families during our ‘Santa at the Fire Station’ event. The morning of the event, Firefighters and Support Team Members decorated the bay with a Christmas tree and the numerous, high-quality toys donated to WRFPD by the Old Guard Riders were setup on 5 tables, along with a table of cookies and cocoa. Two scooters, a skateboard and 8 bikes were gifted to children through a free raffle. Santa and Mrs. Claus arrived at the station in one of the fire trucks and were greeted by the families. The families then entered the bay where each child was allowed to choose a toy and enter their name (twice) in the raffle. Children were also allowed to choose several smaller toys from the table in the conference room where the remaining toys from previous years events were put out.

(Please refer to last month’s board report for details on event planning and organization.)

WRFPD District Family Christmas event – December 21, 2024

This year’s Family Christmas event was held at the American Legion Hall and consisted of a potluck meal, a lively white elephant gift exchange and a presentation of badges to the 2023 WRFPD Academy Recruits. WRFPD Support Team gave gifts to the Firefighters/Volunteers, as well as to their children, Gifts were also presented to personnel by Chief Holt and Lieutenant Sundell.

All District members and their families were invited to the event (Employees, Volunteers, Recruits, Board Members, Budget Committee Members, Support Team Members) via email, flyers and word of mouth.

Red Cross Blood Drive – January 7, 2025

- Discussions with Chief, personnel and Support Team about planning event
- Studying the Event Host educational and marketing materials provided by the Red Cross
- PR for event:
 - Creating numerous social media/Jo’s list posts using the marketing materials provided by the Red Cross
 - Creation of flyer and distribution around town
 - Responding to emails, social media posts and in person questions regarding event
 - Post event details on the pumphouse sign
- Day of the event:
 - Meet/greet the Red Cross and set up the bay for the event
 - Placing a-frame signs out on the roadsides
 - Greeting donors and handing out ‘swag’ from the District and Red Cross
 - Continuing to post on social media throughout the day to encourage walk-in participants
- RESULTS: A total of 22 donors provided 24 units
 - Of the 20 donors that pre-registered, 16 kept their appointments
 - 5 donors were walk-ins
 - 1 re-registered donor was deferred (not able to donate after screening)
- 3 of the 22 donors were ‘upgraded’ to Power Red donations
- **A second Blood Drive for 2025 has been scheduled for April 1, 2025 from noon – 5pm.**

Other duties performed this month for this position (CRC):

- Attended regular Special Board meeting
- Attended Support Team meeting
- Create Monthly CRC/WRRC/Asst. Report for the Board

Wildfire Reduction/Resiliency Coordinator

Updated Fuels Reduction Program flyer distribution to social media, Jo's list and area bulletin boards

Updated Smoke Detector Program flyer distribution to social media, Jo's list and area bulletin boards

Assistant to the Chief / HR

Ongoing Projects and Duties (Asst.):

- Ongoing discussions regarding the future of "Coffee with the Chief"
- Beginning Discussions with WFA, Chief and Support Team regarding 2025 Awards Banquet
- Monitoring the info@WRFPD.org email (updated email password)
- Personnel Birthday Recognition program tracking/updating/implementation
- CRC/WRRC/AC file and email organization and maintenance

Williams Fire Rescue

Board of Directors Agenda Item Explanatory Statement

Date: January 9, 2025

To: WRFPD Board of Directors

From: Nicco Holt

Agenda Subject: Applegate IGA renewal

Overview of Agenda Subject:

Our Intergovernmental Agreement (IGA) with Applegate Fire expired on 12/31/24 and needs to be renewed. I have worked with Chief Wolfard to draft an updated agreement.

Other than extending the term of the agreement to 6/30/2025, the only change is in Section 5 – Costs. The hourly rate increased to \$67 per hour; this rate is based on Tallie’s overtime rate and associated personnel costs (taxes, benefits, etc.) incurred by Applegate. The other additional cost will be paying Tallie mileage since she usually drives her personal vehicle to get here. We also added language requiring prior approval if the monthly bill will exceed \$2,500.

For reference, Tallie logged a total of 39.5 hours, and made 8 trips to our station, during November and December. The total bill for that time under the previous contract was \$2,133.

Under the updated agreement, the hours for November and December would have cost \$2,646 plus approximately \$27 each time she drove her personal vehicle to get here.

Agenda Subject Brief Background:

When the IGA was initially written, the anticipation was it would primarily involve Chief Wolfard and the cost was based on his hourly rate. As an exempt employee of Applegate Fire he doesn’t receive overtime pay and Applegate absorbed the associated payroll costs incurred on his behalf.

With the additional personnel changes in October, we began to utilize the IGA to have Tallie cover a portion of the administrative and financial duties. She is a non-exempt employee at Applegate so her time working on our behalf frequently involves overtime. The proposed rate was calculated to cover the actual anticipated costs Applegate Fire will incur by helping us through the IGA. The mileage cost is to cover Tallie’s expenses when she drives her personal vehicle.

Recommendation- (The desired outcome of this Agenda Item discussion)

I strongly recommend accepting the IGA as written. The services we are receiving through Tallie are absolutely necessary and well worth both the hourly rate and mileage costs listed in the document.

WILLIAMS RURAL FIRE PROTECTION DISTRICT
211 EAST FORK RD
WILLIAMS, OR 97544

BALANCE SHEET
DECEMBER 31, 2024

	ACCT.#	10/31/2024	DEPOSITS	WITHDRAWS	11/30/2024	
UMPQUA BANK		84,316.81	2,185.73	48,751.94	37,750.60	
GENERAL POOL ACCOUNT		682,761.31	83,735.52	0.00	766,496.83	
TOTAL CHECKING/SAVINGS		767,078.12	85,921.25	48,751.94	804,247.43	
TOTAL ASSETS						804,247.43
LIABILITIES						
CREDIT CARDS PAYABLE					4,273.72	
PAYROLL WITHHOLDING					0.00	
PAYROLL LIABILITES					5,976.15	
TOTAL LIABILITIES					10,249.87	
EQUITY						
GENERAL FUND					587,291.31	
CAPITAL PROJECTS FUND					210,245.00	
Net Income					-3,538.75	
TOTAL EQUITY					793,997.56	
TOTAL LIABILITIES & EQUITY						804,247.43

STATEMENT OF REVENUE AND EXPENDITURES
BUDGET VERSUS ACTUAL COMPARISON
DECEMBER 31 2024
50% OF THE BUDGET YEAR IS OVER
74% OF THE BUDGETED REVENUE HAS BEEN RECEIVED
30% OF THE BUDGET HAS BEEN SPENT

RESOURCES	Account Number	Annual Budget	Current Month	Year To Date	% of Budget	Remaining Balance
Current Tax		396,300.00	49,177.34	223,079.49	56.29	173,220.51
Prior Year Tax		0.00	250.85	3,298.64	3298.64	-3,298.64
Local Option Current Tax		0.00	30,293.06	137,416.33	137416.33	-137,416.33
Local Option Prior Year Tax		0.00	154.47	2,016.59	2016.59	-2,016.59
Total Taxes		396,300.00	79,875.72	365,811.05	92.31	30,488.95
Beginning Fund Balance		778,600.00		787,107.00	101.09	-8,507.00
Interest Earned		10,000.00	3,860.30	9,262.69	92.63	737.31
Donations		0.00	0.00	6,610.00	6,610.00	-6,610.00
Grants		100,000.00	557.00	1,420.22	1,420.22	98,579.78
159 E Fork Rental		22,000.00	1,400.00	10,657.75	10,657.75	11,342.25
Total Other Resources		132,000.00	5,817.30	27,950.66	21.17	95,542.34
TOTAL RESOURCES		528,300.00	85,693.02	393,761.71	74.53	126,031.29

WILLIAMS RURAL FIRE PROTECTION DISTRICT
211 EAST FORK RD
WILLIAMS, OR 97544
STATEMENT OF REVENUE AND EXPENDITURES
BUDGET VERSUS ACTUAL COMPARISON
DECEMBER 31, 2024

GENERAL FUND

	Account Number	Annual Budget	Current Month	Year To Date	% Of Budget	Remaining Balance
PERSONNEL SERVICES						
Fire Chief		80,000.00	2,832.50	16,995.00	21.24	63,005.00
HR Manager		45,000.00	0.00	14,500.00	32.22	30,500.00
OSFM Grant Administrator		18,500.00	250.00	6,100.00	32.97	12,400.00
Community Relations - Admin Aid		18,000.00	0.00	1,250.00	6.94	16,750.00
Training Officer		53,000.00	2,832.50	16,995.00	32.07	36,005.00
Operations Officer		47,000.00	3,861.87	23,053.35	49.05	23,946.65
Duty Officer Stipend		26,000.00	2,190.00	13,150.00	50.58	12,850.00
OSFM Fire Marshal		40,000.00	3,163.33	19,341.65	48.35	20,658.35
OSFM Firefighter		40,000.00	3,311.59	19,955.23	49.89	20,044.77
CWRR Chipper Personnel		36,000.00	5,134.95	11,364.70	31.57	24,635.30
OSFM Upstaffing		31,500.00	0.00	38,902.40	123.50	-7,402.40
Seasonal Hires		18,000.00	480.00	2,880.00	16.00	15,120.00
Volunteer Nominal Qtr Points		12,000.00	0.00	5,501.25	45.84	6,498.75
Insurance Package		85,000.00	5,170.00	32,405.00	38.12	52,595.00
Payroll Liabilities		65,000.00	2,633.68	20,236.70	31.13	44,763.30
Workers's Compensation		21,000.00	0.00	7,162.56	34.11	13,837.44
Accidental Death & Desmberment		4,000.00	0.00	520.00	13.00	3,480.00
Bonus Pay		10,000.00	8,245.55	8,889.43	88.89	1,110.57
Conflag/Deployment/Associated Personnel		15,000.00	1,776.53	7,275.59	48.50	7,724.41
TOTAL PERSONNEL SERVICES		665,000.00	41,882.50	266,477.86	40.07	398,522.14
MATERIAL & SERVICES						
Apparatus Maintenance		30,000.00	54.23	6,466.20	21.55	23,533.80
Building Maintenance		8,000.00	747.18	13,556.72	169.46	-5,556.72
Communications		10,000.00	498.98	4,183.45	41.83	5,816.55
Dues & Fees		6,000.00	514.98	2,951.21	49.19	3,048.79
Elections		2,000.00	0.00	0.00	0.00	2,000.00
EMS Supplies		3,000.00	0.00	511.93	17.06	2,488.07
Fire Equipment/Supplies		45,000.00	651.35	12,587.82	27.97	32,412.18
Fire Prevention		16,000.00	0.00	0.00	0.00	16,000.00
Fuel		20,000.00	271.32	6,426.93	32.13	13,573.07
Liability Insurance		25,000.00	0.00	513.00	2.05	24,487.00
Legal & Accounting		17,000.00	0.00	14,750.00	86.76	2,250.00
Consulting Fees		24,000.00	4,010.69	14,390.69	59.96	9,609.31
Miscellaneous		10,000.00	471.10	2,288.36	22.88	7,711.64
Office Supplies		6,000.00	380.56	1,097.81	18.30	515.22
Personal Protective Equipmment		24,000.00	0.00	0.00	0.00	24,000.00
Small Equipment Maintenance		7,000.00	0.00	0.00	0.00	7,000.00
Training		38,000.00	1,073.00	1,889.05	4.97	36,110.95
Travel		2,000.00	117.76	153.83	7.69	1,846.17
Uniforms		2,000.00	324.65	324.65	16.23	1,675.35
Utilities		18,000.00	1,566.03	13,185.74	73.25	4,814.26
TOTAL MATERIALS & SERVICES		313,000.00	10,681.83	95,277.39	30.44	217,722.61

WILLIAMS RURAL FIRE PROTECTION DISTRICT
211 EAST FORK RD
WILLIAMS, OR 97544
STATEMENT OF REVENUE AND EXPENDITURES
BUDGET VERSUS ACTUAL COMPARISON
DECEMBER 31 , 2024

GENERAL FUND

	Account Number	Annual Budget	Current Month	Year To Date	% Of Budget	Remaining Balance
CAPITAL OUTLAY						
Apparatus & Equipment		75,000.00	0.00	24,259.98	0.00	50,740.02
Building Improvements		30,000.00	0.00	10,112.72	1.00	19,887.28
Capital Outlay - Other		20,000.00	0.00	2,099.00	0.00	17,901.00
TOTAL CAPITAL OUTLAY		125,000.00	0.00	36,471.70	29.18	88,528.30
Contingency		83,900.00	20,000.00	20,000.00	23.84	63,900.00
Unappropriated Ending Balance		140,000.00	0.00	0.00	0.00	140,000.00
TOTAL REQUIREMENTS		1,326,900.00	52,564.33	398,226.95	30.01	908,673.05
TOTAL RESOURCES			85,693.02	393,761.71		
TOTAL REQUIREMENTS			-52,564.33	-398,226.95		
ENDING FUND BALANCE			33,128.69	-4,465.24		
Beginning Fund Balance		787,107.00	6/30/2024			
Excess Rev/Exp		-4,465.24				
Ending Fund Balance		782,641.76				

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This Agreement, by and between Applegate Valley Fire District, hereinafter referred to as Applegate, and Williams Rural Fire Protection District, hereinafter referred to as Williams, is entered into for the purpose of exchanging administrative services between the Parties.

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, both Parties are a duly organized rural fire protection districts established under ORS Chapter 478 and the Parties have a long history of working collaboratively; and

WHEREAS, Williams employs an interim Fire Chief but is currently without a permanent Fire Chief and will be starting the process to recruit and hire for the position, but in the meantime, the Williams interim Fire Chief requires experienced leadership support that can be provided by the existing Applegate Fire Chief and other Applegate senior staff; and

WHEREAS, the purpose of this Agreement is to improve operational efficiency and service levels of both Parties;

NOW, THEREFORE, in consideration of each Party's performance of the covenants, terms and conditions herein and the benefits the Parties receive, the Parties mutually agree as follows:

AGREEMENT

SECTION 1 – PURPOSE

- 1.1 The purpose of this Agreement is for Applegate to provide certain administrative services to Williams on a temporary, short-term, and on-call basis. Initially, the services are as set out below, but both parties anticipate that the services will be adjusted over time as both parties may agree.
- 1.2 Recognizing the purpose and the spirit with which this Agreement is entered into, both Parties agree to cooperate, consult, meet, and work together in resolving, to the mutual satisfaction of both Parties, any question or problem which may hereafter arise in connection with the performance of this Agreement prior to seeking any administrative, mediated, or judicial resolutions.

SECTION 2 – TERM; TERMINATION

- 2.1 This Agreement shall begin on the day after it is fully executed and approved by each respective Board of Directors ("Effective Date"). This Agreement shall continue in effect until ~~December 31, 2024~~ June 30, 2025, unless terminated earlier as provided below. The parties may also agree to extend this Agreement upon mutual written agreement.
- 2.2 To unilaterally terminate this Agreement, the terminating party must provide at least twenty-one (21) calendar days prior written notice to the other party, stating the date of the termination. If

notice is provided under this provision, the parties will continue to operate under the Agreement until the effective date of the termination.

- 2.3 If Williams fails to pay the compensation as detailed in Section 5 below, Applegate may terminate this Agreement subject to the good faith communication and reconciliation requirements in Section 1.2, and subject to Applegate providing Williams written notice of the breach and thereafter such notice providing Williams at least ten (10) calendar days to cure the breach.
- 2.4 If Applegate fails to provide the services as detailed in Section 4 below, Williams may terminate this Agreement, subject to the good faith communication and reconciliation requirements in Section 1.2 and subject to Williams providing Applegate written notice of the breach and thereafter such notice providing at least ten (10) calendar days for Applegate to cure the breach. Any termination hereunder is without prejudice to any obligation or liability of either Party already accrued prior to such termination.

SECTION 3 - EMPLOYMENT STATUS

The Applegate employees providing services under this Agreement are and will remain solely employees of Applegate. Applegate shall be solely responsible for payment of all wages, insurance, PERS, benefits, employment taxes, workers' compensation insurance, and any other applicable employment-based benefits. The Parties agree and understand that at no time will any Applegate employee who provides services under this Agreement be considered an employee of Williams for any purpose. The Applegate employees providing services under this Agreement shall be governed by the rules, policies, employment contracts (if applicable), performance standards, and regulations of Applegate. At no time will Applegate employees providing services to Williams be subject to any Williams disciplinary policies or procedures.

SECTION 4 - SERVICES TO BE PROVIDED BY APPLLEGATE ("Services")

- 4.1 Applegate will provide to Williams administrative leadership services, to include Applegate senior officers acting as senior officer staff for Williams. Services that may be requested by Williams include general senior officer services, training officer services, and general consulting administrative services.
- 4.2 All requests for assistance from the Williams Fire District will be routed to the Applegate Fire Chief for approval. Applegate will acknowledge each service request, and both parties will mutually agree on the scope of the specific project or assignment. The Applegate Fire Chief reserves the right to delegate these requests to one of their senior officers. Applegate senior officers will then act upon the request from the Williams Interim Fire Chief on a project-by-project, on-request basis. While representing Williams, the Applegate senior officers will operate under the direction, or chain-of-command, of the Williams Interim Fire Chief.
- 4.3 Unless amended by later action of the Parties, the Parties contemplate that responsibility for fire service operations and call responses will continue to be handled by each Party within its own respective territory. The Parties are mutual aid partners, and that relationship will continue in terms of responding to calls for service and overall fire service operations.
- 4.4 The Services to be provided by Applegate are in the nature of administrative supervision services, with Williams reserving to itself all policy functions – functions under the authority of the Williams Board of Directors. As a result, Applegate shall have no authority for the provision

of Services without the proper budgetary appropriations, delegation of authority, or other policy-level authorization from the Williams Board of Directors or the Williams Interim Fire Chief.

SECTION 5 - COSTS

In consideration of the Services provided to Williams by Applegate under this Agreement, Williams will pay to Applegate \$67 per hour and \$0.67 per mile. Applegate will invoice Williams monthly for the actual hours and miles expended providing the Services, not to exceed \$2,500 per month without prior approval. Payment from Williams to Applegate will be made within thirty (30) calendar days of the Applegate invoice.
~~In consideration of the Services provided to Williams by Applegate under this Agreement, Williams will pay to Applegate \$54 per hour. Applegate will invoice Williams monthly for the actual hours expended providing the Services. Payment from Williams to Applegate will be made within thirty (30) calendar days of the Applegate invoice.~~

SECTION 6 - REVIEW, EVALUATION, AND QUALITY ASSURANCE

Both Parties shall notify the other as soon as possible of incidents that affect the quality of service delivery under this Agreement in their respective Parties. Both Parties agree to work diligently towards resolving any issues that may arise.

SECTION 7 - LIABILITY/INDEMNITY

7.1 As governed by the Oregon Tort Claims Act and to the extent permitted by the Oregon Constitution, each Party will defend, indemnify, and hold harmless the other Party, and the other Party's elected officials, officers, agents, and employees, from and against any and all losses, claims, torts, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatever nature, arising out of or related to the performance of this Agreement by the indemnifying Party, including, but not limited to, any tort, act, or omission of the indemnifying Party's officers, employees, agents, volunteers, and others, if any, designated by the indemnifying Party to perform services under this Agreement, as long as such act or omission occurred within the officer's, employee's, agent's, volunteer's, or other's proper scope of authority.

Notwithstanding the above, the indemnifying Party will not be held responsible for any losses, claims, actions, costs, judgments, damages, or other expenses solely and proximately or directly caused by the negligence or intentional acts of the other Party or the other Party's officers, employees, agents, or volunteers.

7.2 This Section does not confer any right to indemnity on any person or entity other than the Parties. It specifically does not waive either Party's reliance upon the limitations of the Oregon Tort Claims Act, the Oregon Constitution or other statutes relating to governmental immunity.

7.3 The obligations of the Parties under this section will survive expiration or termination of this Agreement.

SECTION 8 - NOTICE

Any notice required by this Agreement shall be given by hand delivery or by placing said notice in the United States Mail, first class postage pre-paid, and addressed as follows:

To Applegate: Board President
Applegate Valley Fire District
1095 Upper Applegate Road
Jacksonville, OR 97530

To Williams: Board President
Williams Rural Fire Protection District
211 East Fork Road
Williams, OR 97544

Notice shall be deemed to be received when hand delivered or, if mailed, three (3) days after said mailing. If the mailing address of either Party changes, notice of the change of address shall be given to the other Party in writing.

SECTION 9 - ENTIRE AGREEMENT; AMENDMENT

This written Agreement represent the entire agreement of the Parties regarding the subject matter of this Agreement and contains all of the terms and conditions of the Agreement between the Parties. All prior agreements, understandings or the like, whether written or verbal, are superseded by this Agreement and shall be of no force or effect. 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 10 - EXECUTION

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. In witness whereof, the Parties, through their duly authorized representatives, have executed this Agreement on the date or dates set forth below.

APPLEGATE VALLEY FIRE DISTRICT

By: _____ Date: _____
Name: Rob Underwood
Title: Board President

WILLIAMS RURAL FIRE PROTECTION DISTRICT

By:  Date: 1-17-25
Name: Heather Glass
Title: Board President

WILLIAMS RURAL FIRE PROTECTION DISTRICT
Regular Board Meeting Minutes
January 14, 2025

Call to Order: 10:04am

Roll Call:

Board Members Present

Position 1 – Heather Glass

Position 2 – Brian Barton

Position 4 – Bill Ertel

Position 5 – David Applegate

Board Members Absent

Position 3 – Claudia Pratt

Williams Staff Present

Interim Fire Chief – Nicco Holt

Fire Marshall- Jon Scaroni

FF – Devin Brennen

Lieutenant- Oskar Sundell

Community Coordinator- Ash Martell

Public Presence:

Applegate Deputy Chief David Blakely

Applegate Finance- Tallie Jackson

Applegate Chief Chis Wolfard

Wilma Hyde

Zoom Attendees:

IV Chief- John Holmes

Support Group- Allison Cleveland

Announcements:

SDAO conference is coming up in Bend. If anyone is interested, they can sign up and Tallie would help. Bill is having a advisory committee meeting for the sheriff dept and the fire chiefs from around the valley will be attending. Feb 12th at 3pm. A reminder for the community we have evacuations maps and it is the first thing that comes up when you go onto the website. They are also on the building too and people can take them. Nicco talked about the training schedule changing to Monday night and Tuesday morning. Blood drive will be happening again on April 1st.

Approval of Prior Board Meeting Minutes:

- A motion was made by Bill Ertel to approve December 10, 2024, Regular Board Meeting Minutes The motion was seconded by David Applegate. (11:15min)

Discussion - none

- ✚ Heather Glass – Aye
- ✚ Brian Barton – Aye
- ✚ Claudia Pratt – Absent
- ✚ Bill Ertel – Aye
- ✚ David Applegate – Aye

- The motion was approved 4 ayes.
-

Chief's Report (Given by Interim Chief Nicco Holt):

The report was given out electronically to the Board for review before the meeting. Members asked questions and received input on the topics of the report.

Operations Report – Lt. Sundell:

Lt. Sundell's report was provided electronically to the Board for review before the meeting. Members asked questions and received input on the topics of the report

District Fire Marshal Report:

The report was given out at the meeting for review. Members asked questions and received input on the topics of the report.

Community Relations Coordinator Report:

The report was given out electronically to the Board for review before the meeting. Members asked questions and received input on the topics of the report.

Chair's Report

Nothing to Report

Firefighter Input

The award banquet is tentatively scheduled for March 15th.

Unfinished Business:

Five Year Plan: Worked on during the board workshop today and will present to support group at their next meeting.

Fire Chief Update:

Jack Lowe is our only applicant. Everyone agreed to invite him to the next process. We agreed to interview with a panel and board interview via zoom. Chief Wolfard suggested checking references and doing a background check before interviewing. Nicco asked if we could have an onsite interview if he passes the zoom. We agreed to do zoom on the 31st if we Jack can do it.

Modular Home

- A motion was made by Brian Barton to hire Red Truck to repair the modular home front porch not to exceed \$5500.00. The motion was seconded by David Applegate. (43:45min)

Discussion

Nicco talked about getting other bids. It was decided that we should not keep putting this off with the rain.

- ✚ Heather Glass – Aye
- ✚ Brian Barton – Aye
- Claudia Pratt – Absent
- ✚ Bill Ertel – Aye
- ✚ David Applegate – Aye

- The motion was approved 4 ayes.
-

Applegate IGA

- A motion was made by Heather Glass to approve the IGA as written with updated cost structure. The motion was seconded by David Applegate. (47min)

Discussion - none

- ✚ Heather Glass – Aye
- ✚ Brian Barton – Aye
Claudia Pratt – Absent
- ✚ Bill Ertel – Aye
- ✚ David Applegate – Aye

- The motion was approved 4 ayes.
-

Solar Panels

Just on hold for now.

Treasurer's Report:

Treasurer reports were reviewed by the board members. Any questions about revenue and expenses for the previous month's expenses previously distributed electronically were discussed. Items of review in the financial reports included spending on district credit cards, payroll, regular monthly bills, employee benefits package, station maintenance/repairs items, donations, grants, and reimbursements.

Each of the reports reviewed included:

- District credit cards
- The Umpqua Bank Account
- Profit and Loss Statements
- LGIP Account
- Modular and RV Report
- OSFM Upstaffing Report

Discussion: There were inquiries about transactions, reports, and discussions. Nicco and Tallie were able to provide answers.

Per Bil's request to put in the minutes Heather has stated that we are making sure board is approving over \$2500 and Heather vouched we have not gone astray.

Public/Volunteer Input

Chief Wolfard stated there is a subcommittee of Rogue Valley fire Chiefs committee called technology group who could help with our 5-year strat plan. We could be part of this group or attend meetings for information. Also, there will hopefully be another subgroup for grants.

Meeting Adjourned: 11:02am

Respectfully,

Heather Glass, Board Chairperson

WILLIAMS RURAL FIRE PROTECTION DISTRICT
Workshop Board Meeting Minutes
January 14, 2025

Call to Order: 9:07am

Roll Call:

Board Members Present

Position 1 – Heather Glass

Position 2 – Brian Barton

Position 4 – Bill Ertel

Position 5 – David Applegate

Board Members Absent:

Position 3 – Claudia Pratt

Williams Staff Present

Interim Fire Chief – Nicco Holt

Fire Marshall- Jon Scaroni

FF – Devin Brennen

Lieutenant- Oskar Sundell

Public Presence:

Deputy Chief David Blakely

Finance- Tallie Jackson

Applegate Chief Chris Wolfard

Zoom Attendees:

Support Group- Allison Cleveland

Announcements:

None.

5 Year Plan

Starting on page 8 the 5-year plan was discussed and some suggestions were made. Bill and Nicco are going to update and present to the support group to get some community input as well. We will have another workshop after that time.

Meeting Adjourned: 9:55am

Respectfully,

Heather Glass, Board Chairperson

WILLIAMS RURAL FIRE PROTECTION DISTRICT
Special and Executive Board Meeting Minutes
Panel and Board Interview / Fire Chief Hiring Process
January 31, 2025

Called to order: 10:05am

Roll Call:

Board Members Present

Position 1 – Heather Glass

Position 2 – Brian Barton

Position 3 – Claudia Pratt

Position 4 – Bill Ertel

Position 5 – David Applegate

Williams Staff Present

Interim Fire Chief Nicco Holt

Charles Hooperlee- volunteer

SDAO Representative Present

Gordon Sletmoe - *Zoom*

Community Members Present:

Alison Cleveland

Interviewees:

Jack Lowe - *Zoom*

Other Agency Members Present:

- Chris Wolfard, Fire Chief - Applegate Valley Fire District

Special board meeting:

No announcements:

Executive Session per ORS 192. 660(2)(a) opened at 10:54am

Fire Chief position discussed

Executive and Special board meeting closed 12:31pm

Special board meeting opened back up:

Discussion was had about bringing in candidate Jack Lowe for onsite visit and interview the 24th and 25th of February.

Meeting adjourned at 12:41pm