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# AGENDA

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## Regular Board Meeting

This meeting will include the Board of Directors for SW Polk Fire District and West Valley Fire District

Hosting Agency:

SW Polk Fire District – 15455 Salt Creek Road – Dallas, OR 97338

\*Public attendance is encouraged virtually and attending in person may be limited per COVID requirements.

Face masks are required for all attending the meeting in person.

October 7, 2021, at 6:00pm

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1484418219>

For the best audio experience, please use computer audio.

Or Phone: US: +1 (650) 242-4929 Meeting ID: 148-441-8219

### Call Meeting to Order

1. Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Audience Participation:  
*This is an opportunity for citizens to make comments. Clearly state your name and home address and the topic you will address. Questions may be referred to staff as appropriate to be answered at a future time. Time is limited to a total of three minutes and speakers are asked not to repeat what others have said.*
5. EXECUTIVE SESSION: As authorized under ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection.
6. Old Business
  - A. Attorney Waiver Letter.....SWP.....Discussion/Action
  - B. Staff Sharing IGA.....ALL.....Discussion/Action
  - C. SWP WVFD IGA.....ALL.....Discussion/Action
7. New Business
  - A. Tribal Funds.....WVFD.....Discussion/Action
8. Chief's Report
9. Adjournment
  - A. WVFD Special Meeting October 14, 2021
  - B. Regular Joint Board Meeting November 11, 2021

**SWP & WVFD Minutes**

**08-26-2021**

**Joint Regular  
Meeting**

**SW Polk Fire District - West Valley Fire District**  
 Joint Regular Meeting Minutes – August 26, 2021, 6:00pm – 15455 Salt Creek Rd. Dallas, OR 97338\*

\*Meeting was held virtually via RingCentral Meetings.

Board Members Present		Board Members Absent
<u>SW Polk Fire District</u> Rod Watson Keith Moore Frank Pender Bob Davis Bruce Sigloh	<u>West Valley Fire District</u> Rick Mishler Roy Whitman Chris Greenhill Connie Brown Mike Alger (ARC)	None
		<b>Administration Present</b>
		Fred Hertel Christine Talley (V)

(V) – Virtual attendance (ARC) – Arrived after roll call

GENERAL BUSINESS		
<b>Call to Order</b>		<p>President Rod Watson, Southwest Polk Fire District, opened the meeting at 6:00 pm. Each agency has a quorum of directors, which allows deliberation, decision making and will take public comment per the posted agenda. Pledge of Allegiance is recited.</p> <p>Rod Watson leads a prayer for the Breeden family.</p>
<b>Roll call</b>		Chief Hertel calls roll call as delineated above.
<b>Approval of Minutes</b>	Discussion/Action	<p>Board reviews July 8, 2021, Joint Meeting Minutes and August 4<sup>th</sup> SWP WVFD Joint Special Meeting Minutes.</p> <p><b>Motion:</b> Pender <b>Second:</b> Whitman  <i>I move that all minutes be approved as presented</i>  <b>Motion passes unanimously</b></p>
<b>Financials (All Agencies)</b>	Discussion/Action	<p>Hertel explains they missed placing June’s financials in the packet, so all they have is July’s.</p> <p>Mishler asks what the \$91,000 for Great Northern Staff Administrators is. Chief explains it’s the name of the company that does payroll.</p> <p>Brown asks for an itemization of the \$51,000 check she signed for SW Polk. She states they used to get a break down of the 40/40/20 split. Hertel explains the breakdown for the \$51,000 is in the financials. Brown says last year she asked for an itemized bill for the attorney for 2020. Hertel says he doesn’t remember hearing that, but he will write it down. Brown says she’d also like to see a breakdown of maintenance to vehicles. Hertel says that is all attached to the check when they sign it. Brown said what she said she didn’t see the breakdown, just a receipt for the amount.</p> <p><b>Motion:</b> Sigloh <b>Second:</b> Davis  <i>I move to approve the financials for SW Polk.</i></p>

		<p>Watson asks about the bond account balance. He asks to have it next week. Mishler asks for clarification. Hertel explains the account was at \$27,000 because previous financial persons inappropriately did bill pays, and now that it has been reviewed by a third party, they need to move approximately \$236,000 into the account.</p> <p><b>Motion passes unanimously</b></p> <p>Brown asks when West Valley is changing from US Bank to First Federal. Hertel explains they need to allow time for the checks from US Bank to clear.</p> <p><b>Motion: Brown Second: Whitman</b>  <i>I move to accept our financials</i>  <b>Motion passes unanimously</b></p>
<b>Audience Participation</b>	Discussion	<p>Patty Books – Expresses extreme sadness for the passing of Scot Breeden. She requests the boards honor his passing by showing respect for their position and the people they represent. She expresses that Chief Hertel has his own agenda and that he is at fault for Willamina’s station being “closed for 7 months”.</p> <p>Harry Cooley – Expresses appreciation for everyone coming together over Scot Breeden’s death.</p> <p>Gary Brooks – Asks how many SW Polk board members listened to last night’s meeting at West Valley. He asks Rod, after sitting through the meeting, what would make him want to join with this board and he joins them he’s no better. Brooks says \$27,000 was given to Chief Hoxie, although the Fire Chief is not allowed to spend over \$5,000 “on any issue” according to board policy. He states last month’s expenses were double. He states the Chief is settling a BOLI claim from a Sheridan employee and he doesn’t think the board should allow the Chief to handle it.</p>
<b>Staff Report</b>	Discussion/Action	<p>Hertel introduces a conflagration policy to compensate administrative staff for overtime, which would allow reimbursement to be sought after from the Oregon Emergency Mobilization Plan for that compensation. He says it was a policy under Sheridan and this would allow it to continue in SW Polk.</p> <p><b>Motion: Pender Second: Davis</b>  <i>I move that we adopt the above policy language effective July 1, 2021, and have it memorialized into the SW Polk employee handbook.</i>  <b>Motion passes unanimously.</b></p> <p>Watson says he understands that there is zero effect on the budget because of this. Hertel says yes, it’s all reimbursable.</p>
<b>IGA</b>	Discussion/Action	<p>Mishler asks why the numbers changed from the 80/20 split to a 60/40 split. Hertel explains what board members received via email was a draft</p>

		<p>IGA form the attorney, and it has been updated today to reflect the staff report from Tuesday's meeting.</p> <p>Brown states she would like to see why the numbers from the budget committee are not correct. She also objects to West Valley placing an ambulance on another's ASA.</p> <p>Watson asks Hertel to explain the 80/20 split. Hertel explains that placing a West Valley ambulance in SW Polk would be a decision by both boards. He says if they chose to do so, the cost split would be 80% SW Polk/20% West Valley split to cover the cost of BCs staffing the ambulance for both districts while still providing administrative services. Mishler expresses frustration that Chief Hertel is giving a recommendation when he has asked for one before and been refused. Davis states the Chief is not giving an opinion, that it's written in a staff report that was requested by the boards.</p> <p>Discussion of sharing an ambulance</p> <p>Alger asks if they can do a 90-day extension to the current IGA to provide staff stability while allowing time to look at numbers.</p> <p>Mishler asks for an explanation of a provisional ambulance license. Hertel explains it's a license that is quicker to get, but SW Polk would still need an official license. Mishler asks what SW Polk is paying the Chief. Watson says that it hasn't been negotiated yet. Mishler requests that West Valley be allowed to partake in the negotiations if they move forward with an IGA.</p> <p>Discussion of developing the IGA. Hertel says each board could have a committee of two members to meet and make changes. Discussion of extending the current IGA. Cooley states they'll lose 40% from Sheridan when they exit on September 30<sup>th</sup>.</p> <p>Meetings scheduled: September 7<sup>th</sup> SW Polk at 6:00pm September 8<sup>th</sup> WVFD at 6:00pm</p>
<b>Director Comments</b>	Discussion	<p>Brown states there are two online classes for board member trainings that she has signed up for, on August 31<sup>st</sup> and September 7<sup>th</sup>.</p> <p>Mishler asks for an update on West Valley's new ambulance. Hertel states the date of delivery has been moved to September 30<sup>th</sup>. Mishler states he would like a complete understanding of BOLI Claims and they should have an executive session. Whitman requests West Valley have an executive session on their agenda.</p>
<b>Adjournment</b>	Action	<b>Meeting adjourned 7:26pm</b>

Upcoming meetings/events:

- September 7<sup>th</sup> SWP Special Meeting

Board Packet and Handouts Included:

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- September 8<sup>th</sup> WVFD Special Meeting
- September 9<sup>th</sup> SWP WVFD Joint Meeting

In our Board Meetings, we agree to...

- Begin and conclude meetings on time
- Be on time and come prepared to participate
- Be respectful, including:
  - Keeping our cell phones silent
  - Listening without interrupting when someone else is speaking
  - Allowing for all to contribute to the discussion
  - Honoring the Chair
- Follow Robert's Rules of Order for parliamentary procedures
- Honor confidentiality
- Have fun!

**SWP Minutes**

**09-07-2021**

**Special Meeting**

**SW Polk Fire District**

Special Meeting Minutes – September 7, 2021 – 15455 Salt Creek Rd. Dallas, OR 97338\*

\*Meeting was held virtually via RingCentral Meetings\*

Board Members Present	Board Members Absent
<b>SW Polk Fire District</b> Rod Watson Frank Pender Keith Moore Bruce Sigloh Bob Davis	None
	Administration Present
	Fred Hertel Christine Talley (V)

Virtual- (V) Arrives after roll call- (ARC)

GENERAL BUSINESS		
<b>Call to Order</b>		President Rod Watson opens the meeting at 6:00 pm. SW Polk Fire District has a quorum of directors and will allow deliberation, decision making, and will take public comment per the posted agenda. Pledge of Allegiance is recited.
<b>Additions or Corrections to Agenda</b>		None
<b>Approval of Minutes</b>	Discussion/Action	<b>Motion:</b> Pender <b>Second:</b> Moore <i>I move to approve the minutes as presented.</i> <b>Motion passes unanimously</b>
<b>Financial Report</b>	Discussion/Action	Board reviews June 2021 Financial Report. Questions for clarification are answered.  <b>Motion:</b> Pender <b>Second:</b> Sigloh <i>I move the financial report be approved as presented.</i> <b>Motion passes unanimously</b>
<b>Audience Participation</b>	Discussion	Harry Cooley, Sheridan Board President – Cooley states their attorney has advised the Sheridan board not to pay the severance and they will not pay it. Watson asks if that is for Chief Thomas. Cooley says no. The severance is for Chief Hoxie and there are two BCs that have also resigned.  Gary Brooks, West Valley District – Says videos are so poor they are not worth watching. He also states they are not an adequate replacement for minutes and that board packets have not been uploaded.  Susan Shepard, Polk County – Asks if there is a way for the taxpayer to know what the carryover is without having to pay for it. Hertel explains that what is in the financials is the bank statements and there is an estimate of what the carry over but there isn't an accurate number until the audit. Discussion between audience and board members regarding board packets being available online.
<b>Executive Session</b>		As authorized under ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection.



<b>Future Direction</b>	Discussion	<p>Hertel gives an update on the ambulance. Sigloh asks what they will be paying for a medical director. Hertel says the contract is currently under negotiation and that it is typically \$3,000-\$6,000 per year.</p> <p>Hertel states they currently have 12-hour staff and asks the board if they could take it to 24-hour staff, which would require hiring two more employees, to have 24-hour fire and EMS coverage. Watson suggests they decide before the ambulance license is approved. Sigloh asks about staff resignations. Hertel says SW Polk has had one staff resign to Albany. Sigloh asks about coverage. Hertel says they are currently sharing resources across all three districts but will need to figure out how it will work after Oct. 1<sup>st</sup>.</p> <p>Hertel provides an update on an operating levy to provide ambulance staffing. He states it would need to be filed this month to get on the November ballot. Watson asks to add it to Thursday's agenda. Discussion of levy follows.</p> <p>The IGA discussion is tabled for Thursday meeting.</p> <p>Hertel says the last day to submit for a levy is September 16<sup>th</sup>. Watson says it wouldn't give them enough time to advertise.</p>
<b>Meeting Adjournment</b>		<b>Meeting adjourned at 7:12pm</b>

Upcoming meetings/events:

- September 9<sup>th</sup> SWP WVFD Joint Meeting

Board packet and handouts included:

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  - Honoring the Chair
- Follow Robert's Rules of Order for parliamentary procedures
- Honor confidentiality
- Have fun!

**SWP & WVFD Minutes**

**09-09-2021**

**Joint Regular  
Meeting**

**SW Polk Fire District - West Valley Fire District**  
 Joint Regular Meeting Minutes – September 9, 2021, 6:00pm –825 NE Main St. Willamina, OR 97396\*

\*Meeting was held virtually via RingCentral Meetings.

Board Members Present		Board Members Absent
<b>SW Polk Fire District</b> Rod Watson Frank Pender Bob Davis Bruce Sigloh	<b>West Valley Fire District</b> Rick Mishler Roy Whitman Chris Greenhill Connie Brown Mike Alger (ARC)	Keith Moore
		Administration Present
		Fred Hertel Christine Talley (V)

(V) – Virtual attendance (ARC) – Arrived after roll call

GENERAL BUSINESS		
<b>Call to Order</b>		President Chris Greenhill, West Valley Fire District, opens the meeting at 6:01 pm. Each agency has a quorum of directors, which allows deliberation, decision making and will take public comment per the posted agenda. Pledge of Allegiance is recited.
<b>Roll call</b>		Chief Hertel calls roll call as delineated above.
<b>Approval of Minutes</b>	Discussion/Action	None
<b>SW Polk Financials</b>	Discussion/Action	<p><b>Motion:</b> Davis <b>Second:</b> Pender  <i>I move that we approve our financials</i></p> <p>Discussion of retainer and giving contractor a deadline for stations. Hertel says the inspector is going to walk through next Tuesday, which will hopefully grant them occupancy.</p> <p><b>Motion passes unanimously</b></p>
<b>West Valley Financials</b>	Discussion/Action	<p>Mishler thanks the Chief for the explanation of the \$300,000 that he asked about last night. He asks how much of the \$31,000 in overtime they get back for conflagration. Hertel says all the overtime that is caused by conflagration is reimbursed, but he says he’s not sure how much of that overtime cost is due to short staffing or due to conflagration and says he can look into that.</p> <p><b>Motion:</b> Brown <b>Second:</b> Whitman  <i>I move we pay our August financials</i></p> <p><b>Motion passes unanimously</b></p>
<b>Additions/Corrections to Agenda</b>	Discussion	Greenhill adds item “B” for the Union to talk. Watson adds item “C” for writing a letter to commissioners regarding the American Rescue Plan Act.
<b>Audience Participation</b>	Discussion/Action	Harry Cooley, Sheridan Board President – requests that Chief Les Thomas be allowed to fill the open positions for Sheridan Fire District

		<p>immediately and passes out a motion. Greenhill adds this to agenda as item "D".</p> <p>Patty Brooks, Rock Creek Road – Asks that the West Valley board submit a request that when an approval or denial for chief Hertel’s vaccination exemption is approved by OHA they get a copy of it. Express she saw power corruption during West Valley’s board meeting last night.</p> <p>Gary Brooks, Rock Creek Road – apologizes for “mouthing off” at the meeting last night. Warns against approving the 190 agreement due to lack of administrative staff. Tasks Greenhill with setting a committee with determining accuracy of financials.</p> <p>Milan Miller, Rock Creek Road – Asks for an explanation for how they built stations in SW Polk without permission from Salem or Dallas. Davis says there is no requirement for the SW Polk Fire District to seek approval from any other agency. Miller asks about a rumor that SW Polk may have to borrow money. Watson says they have not exceeded their budget and they have money left over. Brown clarifies that a fire district is separate from an ambulance service area, and that West Valley’s operating budget may run short before taxes come in so they may have to borrow money because there isn’t enough cash carry over from last year.</p>
IGA	Discussion/Action	<p>Mishler asks SW Polk if there’s anything they’d like to see on the IGA. Watson says they have a list. Greenhill says West Valley has a special meeting set up for Monday to discuss what they would like. Brown asks if Greenhill and Alger will meet with two people from SW Polk after the West Valley meeting. Greenhill answers yes. Brown asks if they will still be open to Sheridan. Chris answers yes. Pender asks if West Valley is working on a 190 with Sheridan. Brown says no, but they would be open to looking at it if Sheridan brought one forward.</p> <p>Watson says West Valley should talk to Sheridan. And if they do not extend something by October 1, West Valley will be left without a Fire Chief. Mishler asks if SW Polk would be fine with extending the current IGA without Sheridan. Alger says that’s what he was trying to motion last night. Pender suggests they negate last night’s motion due to misunderstanding. Hertel says there is a clause that allows the two remaining agencies can continue the IGA, but it would require a motion by both boards and a renegotiation of the financials.</p> <p><b>Motion: Whitman Second: Alger</b>  <i>I move to reconsider the motion that we passed last night.</i>  <b>Motion passes unanimously.</b></p> <p><b>Motion: Mishler Second: Whitman</b>  <i>I move to amend the agreement to a 50/50 split between SW Polk and West Valley and continue on until the end of the year.</i>  <b>West Valley: Motion passes unanimously</b></p>

		<p>Hertel says SW Polk would need to make a motion to accept or enter into that agreement to make it a valid partnership contract if they so choose.</p> <p>Watson calls for a vote on the same motion by the SW Polk Board.  <b>Motion passes unanimously.</b></p>
<b>Union</b>	Discussion	<p>Mckenna Hoy, West Valley employee, reads a letter the board regarding her decision to resign. She shares her reasoning: 1) lack of direction in the board and 2) inappropriate comments from board members. She explains if they do not make a decision soon, current employees will burnout like herself. She states it has become a toxic environment.</p> <p>Michaela Woods, Union president, reads a statement supporting the three-district consolidation. She states that zero days, so far this month, did not require Overtime and requests immediate hiring. Brown asks about the prior statement from the Union allowing part-time employees. Woods states they have a list of part-timers, but expresses they are not enough. Mishler asks what else they want to see aside from more people. Woods suggests they hire people to work alongside those with experience in the district and that the board needs to set the tone and direction moving forward. Mishler talks about wanting a 12-hour car in West Valley. Woods states the Union doesn't support it because they prefer a 24-hour shift schedule.</p>
<b>SW Polk American Rescue Plan Act (ARPA)</b>	Discussion/Action	<p><b>Motion:</b> Pender <b>Second:</b> Sigloh  <i>I move to direct Chief Hertel to draft a letter requesting funding from Polk County through the American Rescue Plan Act and give President Watson permission to sign the letter.</i>  <b>Motion passes unanimously</b></p>
<b>Harry Cooley Request</b>	Discussion/Action	<p><b>Motion:</b> Mishler <b>Second:</b> Pender  <i>I move that the parties to the June 29, 2021, IGA clarify that Sheridan Fire District has immediate sole authority over the employment of individuals who will or may become employees of Sheridan Fire, and that this is not an administrative service to be provided by Chief Hertel under the IGA, as long as Sheridan continues to honor its financial obligations under the IGA through September 30, 2021.</i></p> <p>Pender asks Hertel if he has any concerns regarding this motion. Hertel says it has not been discussed or approved at a Sheridan board meeting. He says they may be able to hire off the Civil Service Commission list that the three districts have worked on. Mishler asks if those who were hired wouldn't take effect until the end of the month. Hertel says there is no one to hire because the list had to be exhausted, and there is no mechanism for them to hire except for temporary hires. Discussion follows. Alger says he wouldn't approve it until the Sheridan board has approved it. Brown says the need to work out the shared staff.</p> <p><b>SW Polk: All – No</b>  <b>West Valley: All – No</b>  <b>Motion fails</b></p>

<b>Chief's Report</b>	Discussion	Hertel says everything was covered in his weekly email. He states he is working with Special Districts Association of Oregon (SDAO) finance advisory services to look at West Valley funding for a short term loan and the ambulance.
<b>Director Comments</b>	Discussion	Brown asks about the contract with Todd Kimball. Hertel says the current contract has expired and that they have signed a new one under SW Polk.
<b>Adjournment</b>	Action	<b>Motion: Whitman Second: Pender Meeting adjourned 7:12pm</b>

Upcoming meetings/events:

- September 13th WVFD Special Meeting

Board Packet and Handouts Included:

- 

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**WVFD Minutes**

**09-13-2021**

**Special Meeting**

**West Valley Fire District**  
 Special Meeting Minutes – September 13, 2021 – 825 NE Main St. Willamina, OR 97396

\*Meeting was held virtually via RingCentral Meetings

Board Members Present	Board Members Absent
<b>West Valley Fire District</b> Rick Mishler Roy Whitman Chris Greenhill Connie Brown Mike Alger (ARC)	None
	Administration Present
	Fred Hertel

Virtual- (V) Arrives after roll call- (ARC)

**GENERAL BUSINESS**

<b>Call to Order</b>		President Chris Greenhill opens the meeting at 6:01 pm. The agency has a quorum of directors which allows deliberation and decision making. Pledge of Allegiance is recited.
<b>Roll Call</b>		Chief Hertel calls roll as delineated above.
<b>IGA</b>	Discussion/Action	Board reviews SW Polk & West Valley Fire District IGA.  Brown asks for more specificity on what services the administrative staff will provide. She expresses concern of costs changing month to month. Whitman asks Hertel if those costs are in the budget. Hertel says it was created under the three-way IGA and all the budgets will need to be re-worked.  <b>Section 1.4</b> Brown expresses concern that previously decisions were made by the board in charge of the administrative staff, rather than all the boards discussing it together. Alger agrees it that it is a struggle to work as a team if half of the team is in charge.  Alger asks Hertel how they make running two districts have less paperwork for the staff. Hertel says, without a merger, they would need to have a contractual agreement that the districts are serviced under a third entity. Alger asks if the board would still be in control of each of their finances. Hertel says yes, the boards would still be the governing body, they would have the final say on what they relinquish to that third entity.  <b>Section 2.2</b> Mishler proposes a minimum 60-days' notice to terminate. He expresses concern that the motion to terminate the IGA last July happened overnight.  <b>Section 3</b> Mishler asks that if anyone from another agency covers a shift for another agency, they are paid by that agency. Hertel express they would need employee records in all agencies that they work for. Mishler asks how part-time employees work. Hertel says they are hired as part-time employees and paid by the hour. Mishler asks what the difference is



between part and full-time employees. Hertel says that you cannot instruct them to cover a certain shift. Brown expresses concern that she doesn't know if it has been a fair system financially.

Greenhill asks Hertel if "this Agreement calls for the sharing of personnel resources and personnel services, but does not provide for the creation of joint employees among the Parties" is strictly related to the administration. Hertel says no, it is related to all employees. Greenhill suggests adding at the end of the sentence "amongst the administrative staff".

Discussion of paying overtime for shared staff. Hertel says the reason it's written this way is to make it less complicated. He goes on to say that Kimball explained it's harder to track the overtime the way they are currently paying it, and the alternative would be the agency being covered by the employee would reimburse the host agency, which would be Hertel's recommendation. Brown agrees it would be a better choice.

Greenhill adds **Section 3.1** to read "line staffed employees who are shared and work at another agency location, under this agreement, will be paid by their employed agency. These costs will then be reimbursed by the agency receiving service."

#### **Section 4.1.2**

Mishler states he understands the plan will be to move the offices to Salt Creek and asks who will be at the Willamina station. Hertel explains that he hopes to keep Christine Talley in the Willamina office, but she will be half time. Brown expresses concern that Todd Kimball was brought in to help the Finance Assistant transition to doing payroll and that he is still being used. Mishler asks if the contract with Todd Kimball is being split 50/50. Hertel explains the hours Todd works are kept track of for each department and are only charged 50/50 if he does work for both districts. Discussion of outside consultants.

Mishler expresses frustration that board packets are not provided in a timely fashion to board meetings. Hertel explains that he can't hire enough people to provide that under this IGA.

#### **Section 5**

Greenhill asks Chief Hertel what his operations team. Hertel points to the staff report which includes an 80/20 split of the operations team and explains it will include supervisors of lieutenants and possibly a single BC.

#### **Section 6**

Hertel says this section was written before SW Polk was granted permission to run an ambulance and will need to be rewritten. Greenhill states there isn't anything about West Valley's ambulance included either. Brown asks if there are any more resignations. Hertel says the received three more EMT resignations.

		<p><b>Section 7</b> Brown asks where they are currently at with the IT separation from Sheridan. Hertel suggests they remove section 7, stating there is a payout option in the last IGA that will probably be used for the Sheridan separation.</p> <p>Mishler asks if they will present a copy of this IGA to Sheridan, such as the agreement to share staff. Greenhill states they'd have to have a separate IGA under all three agencies to propose, and they directed the Chief to draft that at the last meeting.</p> <p>Discussion of partnering with Sheridan or SW Polk.</p>
<b>Adjournment</b>	Action	<p><b>Motion:</b> Mishler <b>Second:</b> Whitman <i>I move to adjourn</i> <b>Motion passes unanimously</b></p> <p>Meeting adjourned at 7:56pm</p>

Upcoming meetings/events:

Board packet and handouts included:

- SW Polk & West Valley IGA

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- Be respectful, including:
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  - Honoring the Chair
- Follow Robert's Rules of Order for parliamentary procedures
- Honor confidentiality
- Have fun!

**WVFD Minutes**

**09-28-2021**

**Special Meeting**

**West Valley Fire District**  
 Special Meeting Minutes – September 28, 2021 – 825 NE Main St. Willamina, OR 97396

\*Meeting was held virtually via RingCentral Meetings

Board Members Present	Board Members Absent
<b>West Valley Fire District</b> Rick Mishler (ARC) Roy Whitman Chris Greenhill Connie Brown Mike Alger (ARC)	None
	Administration Present
	Fred Hertel Christine Talley (V)

Virtual- (V) Arrives after roll call- (ARC)

GENERAL BUSINESS		
<b>Call to Order</b>		President Chris Greenhill opens the meeting at 6:05 pm. The agency has a quorum of directors which allows deliberation and decision making. Pledge of Allegiance is recited. Greenhill calls for a moment of silence for Jack Bailey.
<b>Roll Call</b>		Chief Hertel calls roll as delineated above.
<b>Approval of Minutes</b>	Discussion/Action	Board reviews meeting minutes from August 24th, August 26th, and September 8th.  <b>Motion:</b> Whitman <b>Second:</b> Brown <i>I move to accept minutes for August 24<sup>th</sup>, 26<sup>th</sup>, and September 8<sup>th</sup></i> <b>Motion passes unanimously.</b>
<b>Audience Participation</b>	Discussion	Patty Brooks, Rock Creek Road – Thanks the crew for their excellent care for her this morning.  Micah Brown – Reads an exit letter regarding his decision to resign.
<b>Attorney Waiver Letter</b>	Discussion/Action	<b>Motion:</b> Whitman <b>Second:</b> Alger <i>I move to approve and sign the attorney conflict waiver.</i> <b>Brown – No; All others – Yes</b> <b>Motion passes</b>
<b>2019-2020 Audit</b>	Discussion/Action	<b>Motion:</b> Whitman <b>Second:</b> Alger <i>I move to accept the 2019-2020 Annual Audit as presented.</i> <b>Motion passes unanimously</b>
<b>SW Polk &amp; West Valley IGA</b>	Discussion/Action	Board reviews the corrections to the IGA. Brown requests that West Valley have equal say in hiring administrative staff. Alger points to section 6 of the IGA.  <b>Motion:</b> Whitman <b>Second:</b> Alger <i>I move to send the amended IGA effective January 1, 2022, for SW Polk's consideration.</i> <b>Motion passes unanimously</b>
<b>Staff Sharing IGA</b>	Discussion/Action	Board reviews shared services IGA for sharing line staff between Sheridan, SW Polk, and West Valley Fire Districts. Hertel states this is the first draft and the other two agencies have not seen it yet.

		<p><b>Motion: Whitman Second: Brown</b>  <i>I move to send IGA to SW Polk and Sheridan Fire Districts for consideration.</i>  <b>Motion passes unanimously</b></p>
<b>West Valley Service</b>	Discussion	<p>Brown expresses concern about losing line staff, having too many administrative staff, and Sheridan potentially not wanting to work with West Valley due to finances. Mishler expresses frustration for hiring Deputy Chief Scott Magers without discussion with the board.</p>
<b>West Valley Budget</b>	Discussion	<p>Board discusses current state of finances. Mishler asks if the shared agreement was drawn up by both Chief Hertel and Chief Thomas. Hertel says it was drawn up by the attorney. Discussion of whether Chief Thomas and Hertel should have worked on it together.</p> <p>Mishler asks how much money is in their unappropriated funds. Hertel explains that though they budgeted for unappropriated funds, West Valley does not have the revenue to meet it. Discussion of budget.</p> <p>Discussion of finance resolutions with David Ulbricht at this time.</p>
<b>Board Policies</b>	Discussion	<p>Mishler expresses frustration that board policies have not been followed, now and in the past. Mishler says they have a policy that the Chief doesn't enter a contract over \$5,000, but they are being signed to contracts under SW Polk. Hertel states there has been confusion due to Mishler asking him to sign contracts over \$5,000 without board approval previously. Mishler requests they add something to the new IGA about contract signing.</p> <p>Alger suggests they vote on the resolutions while David Ulbricht is on the clock.</p>
<b>West Valley Budget Cont.</b>	Discussion/Action	<p>Mishler states he would like to receive resolutions ahead of time.</p> <p><b>Motion: Mishler Second: Brown</b>  <i>I move to approve resolution no. 2021-22-02.</i></p> <p>David Ulbricht recommends changing the principal amount to \$260,000.</p> <p><b>Mishler amends motion:</b>  <i>I move to approve resolution with the change of the number to \$260,000 and to allow the President to sign the resolution.</i>  <b>Motion passes unanimously</b></p> <p>Board reviews resolution no. 2021-22-01. Mishler expresses concern that they do not have time to read the financial resolutions before they vote in them. Alger asks about the interest rate. Greenhill says it looks like 1.75%. Whitman says it will not exceed 4%. Alger asks when the tax money will come in. Hertel says typically the bulk comes in the 3<sup>rd</sup> week of November. Discussion of when to pay back the loan and whether to use it to pay for more staff. Board changes principal amount of resolution no. 2021-22-01 from \$300,000 to \$200,000.</p> <p><b>Motion: Whitman Second: Alger</b></p>

		<i>I move to approve resolution no. 2021-22-01 with change from \$300,000 to \$200,000.</i> <b>Motion passes unanimously.</b>
<b>Board Policies Cont.</b>	Discussion	Brown says it's the board's job to create policies and live by them. Mishler suggests looking at Lexipol and Board policies to determine which cross over.  Special Meeting set on October 14 <sup>th</sup> for Policy Meeting
<b>Board Application</b>	Discussion	Brown explains that the board can come up with their own application. She says it can be discussed at the policy meeting.
<b>Review Contracts</b>	Discussion	Brown says the need to start reviewing any contracts including West Valley. Discussion of Dr. Heiser's contract. Mishler and Brown explain they'd like to have information shared more often.
<b>New Budget Format</b>	Discussion	Brown said the budget format they have causes confusion and she'd like one that is easier to understand. She says they need to set it up so it's done before the next budget.
<b>Covid Grant</b>	Discussion	Brown says her question regarding this topic has already been answered.
<b>Response to Complaints and Questions</b>	Discussion	Tabled to the policy meeting.
<b>Director Comments</b>	Discussion	Mishler asks Hertel where they are on GEMT money. Hertel states they submit in December and it arrives in May. Mishler asks when the Chief review is supposed to happen. Hertel says it happens in December or January. Mishler says they need to fix their policy for how the numbers are put together.  Alger asks when he and Greenhill will meet with SWP members about IGA. Watson says after October 7 <sup>th</sup> .  Brown asks everyone to come up with some positive ideas of how they can get their board together.
<b>Adjournment</b>	Action	Meeting adjourned at 8:09pm

Upcoming meetings/events:

- October 7<sup>th</sup> Joint Regular Meeting
- October 14<sup>th</sup> Special Meeting

Board packet and handouts included:

- SWP WVFD IGA draft
- Staff Sharing IGA draft
- Resolution no. 2021-22-01
- Resolution no. 2021-22-02
- Attorney Waiver Letter

In our Board Meetings, we agree to...

- Begin and conclude meetings on time
- Be on time and come prepared to participate
- Be respectful, including:

- Keeping our cell phones silent
- Listening without interrupting when someone else is speaking
- Allowing for all to contribute to the discussion
- Honoring the Chair
- Follow Robert's Rules of Order for parliamentary procedures
- Honor confidentiality
- Have fun!

LOCAL  
GOVERNMENT  
LAW GROUP

*A member of Speer Hoyt LLC*

Carolyn H. Connelly  
Ross M. Williamson\*  
Diana Moffat  
Mark A. Wolf  
Dan Lawler  
\*Also Admitted in Washington

September 20, 2021

**Via Email Only To:** [fhertel@sheridanfd.org](mailto:fhertel@sheridanfd.org)

Chief Fred Hertel  
SW Polk Co. Rural Fire Protection District  
230 SW Mill Street  
Sheridan, OR 97378

RE: West Valley Fire District/SW Polk Co. Rural Fire Protection District – Waiver of Conflict

Dear Chief Hertel:

As you know, this firm currently represents West Valley Fire District (West Valley), and SW Polk Co. Rural Fire Protection District (SW Polk) as general counsel. I understand that the Districts would like to create explore various agreements for the sharing of services and personnel between both Districts, and to work towards a possible consolidation of the two Districts

The proposal from the two Districts is for this firm to jointly represent both Districts to guide them collectively through the legal aspects of the consolidation process. The firm will bill SW Polk for the work and SW Polk will in turn seek reimbursement from West Valley so as to share equally in the costs of the joint legal services. 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, each understands that differences may develop during the course of the representation. Even considering the possibility of these differences, both Districts have determined that it is in their individual and mutual best interest to have a single law firm represent both Districts jointly in connection with the proposed consolidation project. Please understand, though, that if our firm determines that a conflict develops, we will advise each District to obtain new legal counsel.

Accordingly, this letter confirms that we will represent both Districts jointly in connection with the proposed consolidation project. This will also confirm that both Districts have agreed to waive any conflicts of interest arising out of our representation of each in the matter described here. It is further understood and agreed that this law firm may freely convey information provided to us by one District to the other District in connection with

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LOCAL GOVERNMENT LAW GROUP

975 Oak Street, Suite 700 Eugene, Oregon 97401 P (541) 485-5151 F (541) 485-5168



Chief Fred Hertel  
September 20, 2021  
Page 2

this consolidation project and that there will be no secrets or confidentialities between the Districts regarding the consolidation.

According to Oregon State Bar rules, the firm may not engage in the representation of one client that conflicts with another client without informed consent after an explanation about the material risks of and reasonable alternatives to consenting. This means that I must explain to you the pros and cons of consenting, and that the firm cannot proceed with representation of the Districts regarding consolidation unless I receive consent from both Districts.

In deciding whether or not to consent, you should consider how our representation of the Districts, as described above, impacts you. For example, clients who are asked to waive or consent to conflicts typically should consider whether there is any material risk that "their" lawyer will be less zealous or eager on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidences or secrets will be used against them due to the conflict. In the present case, I do not believe that there is a material risk of either type because it appears that all clients are merely exploring their options regarding consolidation and desire the same outcome. Nevertheless, these are issues that you should consider for yourself on behalf of each District.

Please review this matter carefully. If you have any questions that you would like me to answer before reaching a decision on this issue, please let me know.

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's representation as described here, please sign and date the letter and send a copy back to me. For expediency on this matter, you could choose to scan and email me the signed letter.

Sincerely,

Ross M. Williamson  
[ross@localgovtlaw.com](mailto:ross@localgovtlaw.com)

RMW:arl

\* \* \* \* \*

Chief Fred Hertel  
September 20, 2021  
Page 3

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

West Valley Fire District

SW Polk Co. Rural Fire District

By:   
\_\_\_\_\_

By: \_\_\_\_\_

Date: 10/0/2021  
\_\_\_\_\_

Date: \_\_\_\_\_

**Staff Sharing**

**IGA**

**INTERGOVERNMENTAL AGREEMENT FOR SERVICES  
- Operations Staffing Shift Coverage Mutual Aid -**

This Agreement, by and between Sheridan Rural Fire Protection District ("Sheridan"), Southwestern Polk County Rural Fire Protection District ("SW Polk"), and West Valley Fire District ("West Valley"), is entered into for the purpose of exchanging fire operations staffing 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, each Party is a duly organized rural fire protection districts established under ORS Chapter 478 and the Parties have a long history of working collaboratively; and

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

WHEREAS, the Parties wish to build upon the existing mutual aid relationship between the Parties such that each Party may request firefighter personnel shift coverage from the other 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 Each Party has occasion to need additional personnel to fill gaps in shift coverage; this Agreement is intended to set out the process whereby one Party can request personnel to provide shift coverage and the other Parties can provide the personnel. Providing shift coverage to a requesting Party will always be discretionary with the supplying Party; this Agreement does not establish a requirement for providing personnel to other Parties for shift coverage. The purpose of this Agreement is to establish procedures for the Parties to share operational fire and life safety personnel over the combined territories of the Parties. It is hoped that sharing these operational staff services, will result in costs savings and economies of scale that will benefit all Parties and the residents within each Party's territory.
- 1.2 Recognizing the purpose and the spirit with which this Agreement is entered into, each Party agrees to cooperate, consult, meet and work together in resolving, to the satisfaction of each Party, any question or problems 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 September 1, 2021, provided it is first signed and approved by each respective Board of Directors (“Effective Date”). This Agreement shall continue in effect until terminated as provided below.
- 2.2 Any Party may unilaterally terminate its participation in this Agreement. To unilaterally terminate participation in this Agreement, the terminating party must provide at least 60 days prior written notice to the other Parties, 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. If only one Party terminates its participation, the Agreement will remain in effect as to the remaining Parties, until such time as the other Parties terminate their participation.
- 2.3 If a Party fails to pay the compensation as detailed in Section 5 below, another Party may terminate this Agreement subject to the good faith communication and reconciliation requirements in Section 1.2, and subject to the terminating Party providing the other Parties written notice of the breach and thereafter such notice providing the breaching Party at least 14 calendar days to cure the breach. Any termination under this subsection is without prejudice to any obligation or liability of the Parties already accrued prior to such termination.

## **SECTION 3 - EMPLOYMENT STATUS**

This Agreement calls for the sharing of personnel services, but does not provide for the creation of joint employees among the Parties. Each employee providing services under this Agreement is and will remain solely an employee of original employer. Each employer shall be solely responsible for payment of all wages, insurance, PERS, benefits, employment taxes, workers' compensation insurance, and any other applicable employment-based benefits for its own employees. The Parties agree and understand that at no time will any employee who provides services under this Agreement be considered an employee of another Party, or a joint employee, for any purpose. The employees providing services under this Agreement shall be governed by and shall apply the rules, policies, employment contracts (if applicable), performance standards, and regulations of the employing Party. At no time will employees providing services to another Party be subject to any disciplinary policies or procedures of the other Party. Employees will remain under the control and supervision of employing Party while providing the Services under this Agreement.

## **SECTION 4 - SERVICES TO BE PROVIDED (“Services”)**

- 4.1 Firefighter staffing. A Party in need of Firefighter staffing may make a request to the other Parties to fill staffing needs of the requesting party. The requesting Party will make the request with as much lead time as reasonably possible under the circumstances. In general, a request for staffing will be for the staffing of a full shift. Requests and responses for staffing shall be made between the administrative team of each Party.
- 4.2 Good faith. Each of the Parties agrees to attempt to furnish to a requesting party such assistance as the requesting party may deem reasonable and necessary. Provided, however, that the Parties to whom a request is made shall have discretion to refuse



such request if sending such assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction.

- 4.3 Supervision. When personnel are furnished under this Agreement, the Party requesting the staffing personnel will have overall operational supervision of the supplied personnel during the period the personnel are on shift with the requesting Party. Provided, "supervision" as used in this section refers to operational conduct during the specific shift coverage; each staff person providing services under this Agreement remains an employee of the supplying Party and is subject to the personnel policies solely of that employing agency.
- 4.2 Mutual Aid. The Parties are all mutual aid partners, and except as modified in this Agreement, that relationship will continue in terms of responding to individual calls for service and overall fire service operations.
- 4.3 The services to be provided are in the nature of operational services, with each Party reserving to itself all policy functions – functions under the authority of each respective Party's Board of Directors. As a result, no Party shall have authority for the provision of Services without the proper budgetary appropriations, delegation of authority, or other policy-level authorization from each Party's respective Board of Directors.

## **SECTION 5 - COSTS**

The requesting Party will reimburse the supplying Party for the costs of each firefighter shift provided under the Services. The reimbursement will be for the actual costs of providing the shift coverage – meaning that shift coverage may come at an overtime rate or a regular rate, depending on the status of the firefighter providing the shift coverage. Reimbursements between the Parties will be made on a monthly basis.

## **SECTION 6 - REVIEW, EVALUATION, AND QUALITY ASSURANCE**

Each Party must notify the other Parties as soon as possible of incidents that affect the quality of service delivery under this Agreement. The Parties agree to work diligently towards resolving any issues that may arise.

## **SECTION 7 - LIABILITY/INDEMNITY**

- 7.1 To the extent allowed by the Oregon Tort Claims Act and the Oregon Constitution, each Party will defend, indemnify and hold harmless the other Parties, and the other Parties' elected officials, officers, agents and employees, from and against any and all losses, claims, 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 acts or omissions 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 acts or omissions occurred within the officers', employees', agents', volunteers', or others' 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 another Party or another 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 any 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.
- 7.4 Each Party waives all claims against all other Parties for compensation for any loss, damage, personal injury, or death occurring to personnel as a consequence of the performance of this Agreement.
- 7.5 Workers' Compensation. Each Party agrees to provide workers' compensation insurance coverage to each of its employees and volunteers. Each Party recognizes that employer-supervision of individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon workers' compensation law.
- 7.6 Retirement System Status. The Parties recognize and agree that under this Agreement public employee retirement benefits and social security benefits accrue in the manner prescribed by the employee's regular employment and are the responsibility of the regular employer as if the employee were performing the employee's regular duties. No additional benefits arise due to participation in Services under 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 SW Polk: Board President  
SW Polk Co. RFPD  
15455 Salt Creek Rd  
Dallas, OR 97338

To Sheridan: Board President  
Sheridan Rural Fire Protection District  
230 SW Mill St.  
Sheridan, Oregon 97378

To West Valley: Board President  
West Valley Fire District  
825 NE Main St.  
Willamina, Oregon 97396

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

**SECTION 9 - ENTIRE AGREEMENT; AMENDMENT**

This written Agreement represent the entire agreement of the Parties regarding the provision of the Services by Sheridan to SW Polk, 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.

**SHERIDAN RURAL FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOUTHWESTERN POLK COUNTY RURAL FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WEST VALLEY FIRE DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**SW Polk &  
West Valley  
Fire District  
IGA**

## INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This Agreement, by and between Southwestern Polk County Rural Fire Protection District (“SW Polk”) and West Valley Fire District (“West Valley”), is entered into for the purpose of exchanging administrative services and other related 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, each Party is a duly organized rural fire protection district established under ORS Chapter 478 and the Parties have a long history of working collaboratively; and

WHEREAS, the purpose of this Agreement is to improve operational efficiency and service levels of the Parties while the Parties explore the options of creating an ORS 190 fire authority agency and eventually explore the options for a full legal consolidation of the two fire districts,

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 to establish procedures and mechanisms for the Parties to share services over the combined territories of the two Parties. It is hoped that the sharing of services will result in cost savings and economies of scale that will benefit both Parties and the residents within each Party’s territory.
- 1.2 In particular, this Agreement calls for SW Polk to provide certain administrative services, including Fire Chief services, to West Valley.
- 1.3 Initially, the services are as set out below, but the Parties anticipate that the services and the mechanisms for sharing the services will be adjusted over time as this relationship matures and as both Parties may agree.
- 1.4 Recognizing the purpose and the spirit with which this Agreement is entered into, each Party agrees to cooperate, consult, meet and work together in resolving, to the satisfaction of both Parties, any question or problems 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 Term. This Agreement shall begin on January 1, 2022 (“Effective Date”). This Agreement shall continue in effect until **June 30, 2022, and will automatically renew for**

**subsequent annual fiscal year periods** (July 1 through June 30) until terminated earlier as provided below.

- 2.2 Unilateral termination. Either Party may unilaterally terminate its participation in this Agreement. To unilaterally terminate this Agreement, the terminating party must provide at least **6120 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 Termination for Lack of Payment or for Failure to Provide Services. If a Party fails to pay the compensation as detailed in Section 5 below or if a Party fails to provide the services as detailed in Sections 4 or 7 below, the other Party may terminate this Agreement subject to the good faith communication and reconciliation requirements in Section 1.4, and subject to the terminating Party providing the other Parties written notice of the breach and thereafter such notice providing the breaching Party at least 21 calendar days to cure the breach. Any termination under this paragraph is without prejudice to any obligation or liability of the Parties already accrued prior to such termination.

### **SECTION 3 - EMPLOYEES**

This Agreement calls for the sharing of personnel resources and personnel services, but does not provide for the creation of joint employees among the Parties, among administrative staff. Each employee providing services under this Agreement is and will remain solely an employee of its employing Party. Each Party shall be solely responsible for payment of all wages, insurance, PERS, benefits, employment taxes, workers' compensation insurance, and any other applicable employment-based benefits for its own employees. The Parties agree and understand that at no time will any employee who provides services under this Agreement be considered an employee of another Party, or a joint employee, for any purpose. The employees providing services under this Agreement shall be governed by and shall apply the rules, policies, employment contracts (if applicable), performance standards, and regulations of the original hiring Party. At no time will employees providing services to the other Party be subject to any disciplinary policies or procedures of the other Party.

3.1 Line staff employees that work for the other agency shall be paid by their employer agency and these costs will be reimbursed by the agency receiving service.

### **SECTION 4 - SERVICES TO BE PROVIDED ("Services")**

- 4.1 SW Polk will provide the following services to West Valley:
  - 4.1.1 Fire Chief services. The SW Polk Fire Chief will also act as the Fire Chief for West Valley and provide all Fire Chief services for both Parties.
  - 4.1.2 Administrative Services. As supervised by the SW Polk Fire Chief, SW Polk will provide administrative services for West Valley, consisting of: finance and budgetary services, clerical services, and administrative assistance for each Board of Directors. These services will generally be provided by administrative professional staff but may also be provided by outside consultants.



- 4.1.3 Supervisory Services. As supervised by the SW Polk Fire Chief, SW Polk will provide supervisory services for West Valley, consisting of: fire and EMS operational supervision, fire marshal, training supervision, volunteer recruitment and supervision, and resident and student program supervision. These services will generally be provided by Lieutenants or operational personnel~~battalion chiefs~~, but may also be provided by other appropriate positions as directed and supervised by the SW Polk Fire Chief.
- 4.1.4 Such other services that the parties may mutually agree to in writing via addendum to this Agreement.
- 4.2 This Agreement does not require a certain number of FTE to provide the administrative services and supervisory services. The provision of administrative services and supervisory services is in the discretion of the SW Polk Fire Chief so long as each party receives competent and adequate service.
- 4.3 Operations. Except as expressly provided otherwise in this Agreement, and 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 agree to allow the Fire Chief complete operational control, including sharing apparatus, personnel and other resources, for the purpose of providing the best possible services globally to all Parties. The Parties are all 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 SW Polk are in the nature of administrative services, with West Valley reserving to itself all policy functions – functions under the authority of the West Valley Board of Directors. As a result, SW Polk will have no authority for the provision of Services without the proper budgetary appropriations, delegation of authority, or other policy-level authorization from the West Valley Board of Directors.

## SECTION 5 - COSTS

Costs for the Services shared under this Agreement will be split between the parties according to the following percentages for each category of services.

- 5.1 Fire Chief / Administrative Services. SW Polk – 50%; West Valley – 50%.
- 5.2 Operations / -Supervisory Services. SW Polk – 80%; West Valley – 20%.

As part of the annual budgeting process, the Fire Chief for SW Polk shall develop a budget for the Services and distribute the proposed budget to each Board of Directors. This budgeting process shall become the basis for the costs that will be split between the Parties in accordance with the percentages above. The percentages for Administrative Services shall also apply to any shared equipment purchased for joint use amongst the Parties. West Valley will reimburse SW Polk for the Services on a monthly basis.

## SECTION 6 – SW POLK AMBULANCE STAFFING

SW Polk is in the process of providing ambulance services. West Valley has an ambulance apparatus that could be used by SW Polk, if SW Polk staffs the ambulance. If SW Polk decides to staff a West Valley ambulance, SW Polk would put the ambulance into service as a mutual aid ambulance to aid surrounding Ambulance Service Area providers operating under the license of another ASA license holder. SW Polk will be responsible for all staffing costs associated with providing this service. West Valley will be responsible for the ambulance maintenance costs, including the upkeep of all ambulance systems and equipment. SW Polk will be responsible for replacement of any consumable ambulance equipment and inventory items. The gross revenue generated by SW Polk's use of the ambulance will be shared: SW Polk – 50%; West Valley – 50%.

## SECTION 8 - REVIEW, EVALUATION, AND QUALITY ASSURANCE

Each Party must notify the other Party as soon as possible of incidents that affect the quality-of-service delivery under this Agreement. The Parties agree to work diligently towards resolving any issues that may arise.

## SECTION 9 - LIABILITY/INDEMNITY

9.1 To the extent allowed by the Oregon Tort Claims Act and 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, 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 acts or omissions 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 acts or omissions occurred within the officers', employees', agents', volunteers', or others' 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 another Party or another Party's officers, employees, agents, or volunteers.

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

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

## SECTION 10 - 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 SW Polk: Board President  
SW Polk Co. RFPD  
15455 Salt Creek Rd  
Dallas OR 97338

To West Valley: Board President  
West Valley Fire District  
825 NE Main St.  
Willamina, Oregon 97396

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

**SECTION 11 - 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 12 - 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.

SOUTHWESTERN POLK COUNTY RURAL FIRE PROTECTION DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WEST VALLEY FIRE DISTRICT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

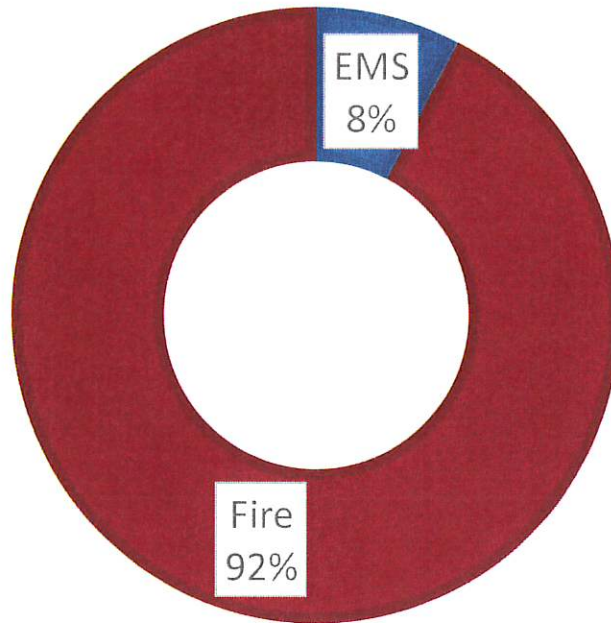
Title: \_\_\_\_\_

# **Chief's Report**



# SW Polk Fire District

## SEPTEMBER 2021 MONTHLY REPORT



### Fire Stats

Outside Fire	1
Vegetation Fire	3
Public Assist	2
Equipment Malfunction	2
Canceled	3
False alarm	1
<b>Total</b>	<b>12</b>

### EMS Stats

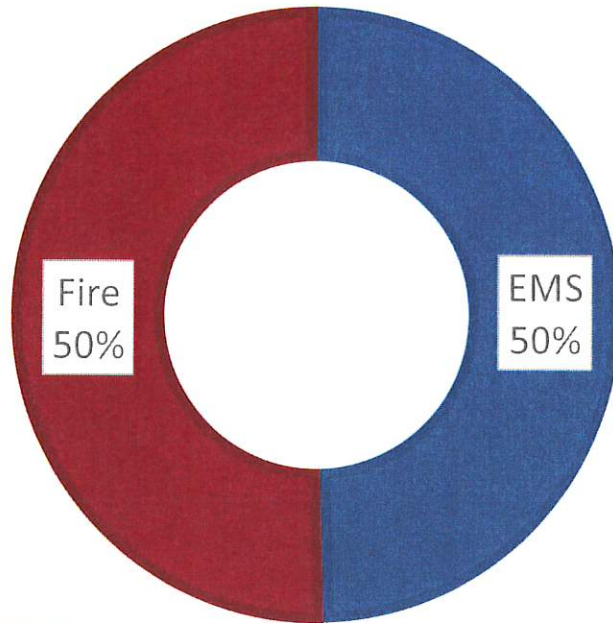
EMS incident	1
<b>Total</b>	<b>1</b>

**Total Calls 13**

**Training Hours**

# West Valley Fire District

September 2021 MONTHLY REPORT



## Fire Stats

EMS Incident	98
Public Assist	8
Canceled	9
Unauthorized Burn	1
<b>Total</b>	<b>116</b>

## EMS Stats

Public Assist	9
Canceled	18
Patient Dead on Scene	2
Transported	58
Not Transported	21
Released	6
<b>Total</b>	<b>114</b>

**Total Calls**

**230**

**Training Hours**