

# JACKSON COUNTY FIRE DISTRICT NO. 5



## BOARD MEETING AGENDA

August 13, 2024

6:00 p.m. at Station 5

5811 S. Pacific Highway

Phoenix, Oregon 97535

If any member of the public wishes to speak on any item on the agenda, please sign in on the Public Comment sheet and submit it to the Secretary of the Board. Jackson County Fire District 5 (“District”), in complying with the Americans with Disabilities Act (“ADA”), requests individuals who require special accommodations to access, attend, and/or participate in District Board meetings due to a disability, to contact the Chief’s office, (541) 535-4222, at least one business day before the meeting to ensure that the district may assist you.

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1. CALL TO ORDER/ROLL CALL – 6:00 PM
2. PLEDGE OF ALLEGIANCE – 6:02 PM
3. CONFIRMATION OF AGENDA 6:05 PM
4. CONSENT AGENDA 6:10 PM

#### 4.1 APPROVAL OF MINUTES

Regular Meeting June 11, 2024, Special Meeting July 9, 2024

#### 4.2 REVIEW OF FINANCIAL STATEMENT AND CHECK REGISTER

Approval of Statement and Register for July 2024

5. PUBLIC COMMENT – 6:30 PM
6. STAFF REPORTS – 6:45 PM

Operations – *Update on Fire District operations during July 2024*

*5811 South Pacific Highway Phoenix, OR. 97535*

**Phone (541) 535-4222 \* Fax (541)535-4226**

# JACKSON COUNTY FIRE DISTRICT NO. 5



## 6. STAFF REPORTS (CONTINUED)

Budget - *The Board of Directors will receive an update on the FY-2 Budget*

Audit – *The Board of Directors will receive an update on the review of financial statements and completion of the 2022 Audit by Pauly Rogers and Co. P.C.*

Grant Administration and Update – *The Board of Directors will receive an update on SAFER funding and status.*

Contracts – *The Board of Directors will receive a briefing on the cancelation of the purchase of a Type 3 Engine.*

- *The Board of Directors will receive an update on the contract with the City of Phoenix for the Government Public Safety Center.*

- *The Board of Directors will receive a copy of the contract with the Local Government Law Group.*

Facility Master Plan/Facility Retrofit (Strategy 2018.5 & 2020.5) – *The Board of Directors will receive an update on Capital Projects.*

Staffing Report – *The Board of Directors will receive an update on current staffing levels and changes to deployment through the Fire District.*

## 7. ACTION ITEMS – 7:15 PM

7.1 *The Board of Directors will entertain a resolution regarding the Non-Represented Employees benefits and FTE changes.*

7.2 *The Board of Directors will entertain a resolution regarding the sale of vehicles/fire apparatus.*

## 8. FUTURE AGENDAS OR GENERAL BUSINESS – 7:45 PM

## 9. ANNOUNCEMENTS – 7:46 PM

## 10. LOCAL 2596 CORRESPONDENCE – 7:48 PM

## 11. JACKSON COUNTY FIRE DISTRICT No.5 VOL. ASSOCIATION CORRESPONDENCE – 7:55 PM

## 12. ADJOURNMENT – 8:00 PM

*5811 South Pacific Highway Phoenix, OR. 97535*

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Draft Minutes from JCFD5 Regular meeting of June 11, 2024

**1) Call to Order/Roll Call**

Present – Directors Castanzo, Luz, Karns, and Volkart. Legal Counsel Lori Cooper.

Absent – Director Sam Pare-Miller and Administrative Assistant Tina Mazaerski

**2) Pledge of Allegiance**

**3) Confirmation of agenda**

**4) Approval of minutes from Regular Meeting May 7, 2024 and Special Meeting May 14, 2024**

Director Volkart recommended changes - Motion from Chair Costanzo for approval of minutes from May 7 and May 14, 2024 as modified - Unanimous approval with Directors Luz, Karns, Volkart, and Costanzo voting yes - Following questions from Directors, approval of financial statement and check register for May 2024. Motion by Chair Costanzo to approve statement and register - Unanimous approval with Directors Luz, Karns, Volkart, and Costanzo voting yes.

**5) Public comment**

Community member Bill Robertson, former JCFD5 Board member spoke regarding minutes, microphone placement by Directors, whistleblower protection, budget, defeating the Fire levy, transparency, the delinquent audit, loss of grant money and staff, the district website and the bad publicity JCFD5 has faced.

**6) Staff Reports (~23:44)** – Acting Chief Bustard provided updates on, **OPERATIONS**, including delays on refurbishment of engine 3 and the previous board’s approval of replacement of a new Type 3 engine as well as ideas for sharing administrative functions (administrative assistant and cooperative work with other agencies and shared services) at station 3 with City of Phoenix – Chief Bustard provided an update on the Budget.

**BUDGET** – Finalized line of Credit with People’s Bank – looking to reduce OT cost. Keeping staff local is the goal. Met with Union Local and had discussions with Local about dropping from 4 staff to 2 at station 4. Union does not want to pursue that so if staffing needs to drop it will come from Brush truck or tender. Discussions of staffing levels, overtime pay surpassing budgeted amounts and the elevated number of Chiefs present in the staff.

**AUDIT** – Chief Bustard had a conversation with the Auditor and inquired into audit extensions and they spoke about delinquent audits and dissolution of the District following three delinquent audits. Chief Bustard stated that he does not want to address the rationale for the firing of Auditor Richard Brewster until completion of the Jim Landis investigation. Plan is to contract with ADP to save money.

**GRANT ADMIN and UPDATE** – Chief Bustard met with Blake Jameson of Tactical Business Group. According to Chief Bustard, following expiration of the contract he will continue with submittals for the FEMA Safer grants, grant funding for a station 4 generator, and additional funding for FEMA Safer. Also, Blake will be assessing the service fees for non-district users of district service. The service fees are out of date and the fee schedule will be revised. Any Grants Blake Jameson receives while under contract he does not take ten percent of the total. Jameson waived the original contract that would have provided ten percent of 4 million dollars and another contract was created for \$8,000 a month for 36 months. Directors

expressed concerns, requested all contracts with Tactical Business Group. Any future contracts will be before the board.

**Director Volkart motion** – “I move to direct staff to provide all the contracts with Tactical Business Group and JCFD5”

**No discussion** – Roll call – Luz yes, Karns yes, Volkart yes, Costanzo yes Unanimous.

**CONTRACTS** - Automatic mutual aid between siskiyou county fire warden and JCFD5

**FACILITY MASTER PLAN/RETROFIT** – waiting on doors and alerting station for station 3.

**STAFFING REPORT** – Director Luz had requested information. It will be available at the next meeting. Additionally, two employees who may be leaving were offered seasonal employment status. Final item – volunteer program has been restarted. Director Volkart inquired into the absence of the Administrative Assistant as she was on vacation during the May 28 meeting. Chief Bustard clarified that she is not on vacation today.

#### **7) ACTION ITEMS –**

Director Volkart motion (~1:00:40) “I move that the JCFD5 Board authorize the former JCFD5 Chair Vickie Purslow” Volkart spoke to his motion following a 5 minute break to repair audio.

Director Luz expressed that he has no interest in investigating former board members and that it gives him a bad vibe and seems like retribution. Chair Costanzo notes that Director Sam Miller joined the meeting. Luz expressed concerns about costs of an investigation. Director Karns inquired on requirements of previous board members. The attorney noted that the investigation would provide transparency but training would be cheaper and aid the current board. Director Karns expressed concern about the financial impact but noted the value of the investigation. Director Miller noted that while true the former Directors would not likely cooperate he supports the idea.

Volkart notes that the Board should really familiarize itself with the March 5, 2024 Union communications but that his idea was to authorize the Chair and Vice Chair to obtain those written communications. Volkart clarified the scope “I recommend the scope of the proposed investigation begin with review of all communications between Chair Purslow and Board members, the Union, legal counsel, and Chief Hanley. Specifically, obtaining further details around communications between the Union and the former Chair regarding withholding information from the Board.” Chair Costanzo notes that he agrees with nearly every word of the memo provided by Volkart (attached to minutes). Costanzo said it would be inadequate to not determine if public officials manipulated an investigation and it could be done in a cost effective manner. It may be better to table due to ongoing investigations that may lead to civil and criminal issues. Further discussion about available records, preserving evidence, investigation conflict etc. Luz and Volkart discuss use of words malfeasance and misconduct. Volkart proposes changing to “inquiry to preserve communications and information” Chair Costanzo prefers that language. Volkart rewords motion – “I move that the Jackson County Fire District Five Board authorize an inquiry of former JCFD5 Chair Vickie Purslow to preserve communications and information” Costanzo offers distinctions between

investigations and inquiries. Director Luz is comfortable with preserving communications. Roll Call Vote begins but Director Luz deliberates and Chair Costanzo clarifies the product of an inquiry. Roll Call Vote (~1:30:25) – Luz No, Karns Yes, Volkart Yes, Miller Yes, Costanzo Yes. Motion passes 4 – 1 Volkart motion – “I move that the Board authorize the Chair and Vice Chair to conduct the inquiry of the former Chair” Volkart notes that the former Chair asked the Board to abdicate its authority and allow her to speak for the Board and appeared to be speaking for the entire board - that is not the intent with these motions. Roll Call Vote – Luz Yes, Karns Yes, Volkart Yes, Miller Yes, Costanzo Yes. Unanimous.

#### **8) FUTURE AGENDAS OR GENERAL BUSINESS**

Chair Costanzo reminds staff that we requested all contracts with Tactical Business Group, Director Luz’s request will be provided at the next meeting. Director Volkart followed his May meeting request for contracts with legal representation with a repeat request of contracts with our legal representation.

#### **9) ANNOUNCEMENTS**

#### **10) LOCAL 2596 CORRESPONDENCE (~1:34:54)**

Union President Brady Graham reported on understaffing and immense amounts of overtime (not by choice necessarily). Two-person engine company staffing by the union was a unanimous vote down due to safety and difficulty of obtaining the staffing policy. (~1:38:40) We are losing two firefighters. Discussion of civil service petition that established violations of laws and policies is what led to the MOU in February to keep people on because the civil service list had been thrown out because policies were not followed.

Questions regarding two employees losing their jobs. Discussion of Civil Service Commission, and options for the Board to help. Chair Costanzo expressed his concern. Graham notes that the same issue is up for the FEMA Safer Grant Hires that runs out in February 2025. Because Chief Hanley did not follow Civil Service rules they cannot move into a full-time career position when they are done with that job. Additional discussion about changes to the Civil Service process from Director’s Luz, Karns and Costanzo and Chief Bustard and Brady Graham. Chief Hanley provided blanket changes to the Civil Service Commission in March after working with JCFD5 legal counsel. Brady Graham notes that it appeared to be a delay tactic but he is not sure why that was done.

#### **11) JACKSON COUNTY FIRE DISTRICT 5 VOLUNTEER ASSOCIATION CORRESPONDENCE - Volunteer Association President Chris Johnson**

#### **12) EXECUTIVE SESSION**

Public session following executive session – Volkart made motion to “move that the board grant authority for the chair to coordinate with the vice chair and other board members on all investigations” Motion was retracted following discussion.

#### **13) ADJOURNMENT (~5:10)**

**JACKSON COUNTY FIRE DISTRICT No. 5**  
**MINUTES OF THE BOARD OF DIRECTORS MEETING**  
**Station Five, 5811 South Pacific Hwy, Phoenix, Oregon**  
**July 9, 2024, at 6:00 p.m.**

**CALL TO ORDER:**

Chair Costanzo called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

**ROLL CALL /MEMBERS PRESENT:**

Director Luz, Director Pare-Miller, Director Costanzo, and Director Karns. Acting Chief Bustard and Director Volkart were also present. Director Volkart via Zoom.

**CONFIRMATION OF AGENDA:**

No deletion or changes from staff.

Document included.

**PROMOTIONAL BADGE PINNING AND LIFESAVING AWARD PRESENTATION:**

The Board of Directors and Acting Chief Bustard recognized employees of JCFD5 in a Promotional badge pinning and lifesaving award presentation.

**CONSENT AGENDA:**

**Approval of Financial Statement and Check Register**

Discussion was had regarding June 2024 Financial Statements.

Document Included.

**PUBLIC COMMENT:**

None.

**STAFF REPORTS:**

**Operations** – Acting Chief Bustard gave an Update on Fire District operations during June 2024.

Document: Operations Report June 2024.

**Grant Administration and Update** - The Board of Directors received the contract from Tactical Business Solutions for review. Discussion was had regarding the Tactical Business Group Consulting Contract.

Document Included: Tactical Business Group Consulting Contract.

**Intergovernmental Agreement Discussions** - The Board of Directors received an update on meetings that have taken place with Ashland Fire & Rescue, Medford Fire Department, and Jackson County Fire District #3 to explore strategies to reduce cost and retain and/or improve service levels via Intergovernmental Agreements.

Discussion was had regarding Intergovernmental Agreements.

Document Included: Request for Proposal for District 3. IGA Proposal from AFR.

**District Legal** provided guidance on who has the authority to enter an /IGA and additional relevant information.

**Facility Master Plan/Facility Retrofit (Strategy 2018.5 & 2020.5)** - The Board of Directors received an update on Capital Projects.

**Staffing Report** - The Board of Directors received the requested staff report on FTE positions pre- and post-Alameda and a report with an organizational chart with compensation as requested by Director Luz.

Discussion was had regarding the FTE positions pre- and post-Alameda and the Organizational Charts for 2018, 2023, and 2024.

Documents Included: FTE positions pre and post-Alameda and 2018, 2023, 2024 Organizational Charts.

**Civil Service Commission** - Rules update and Firefighter Registry Testing update. Appoint or Re appoint commissioners. Discussion was had regarding Civil Service Rules and Testing.

Documents Included: Civil Service Member Information, Captain Promotional Register, and Civil Service Rules Update.

**LOCAL 2596 CORRASPONDANCE:**

Local President Brady Graham spoke about staffing levels and safety concerns.

Local President Brady Graham also recognized JCFD5 Firefighters leaving the district on July 19, 2024.

**EXECUTIVE SESSION:**

**ORS192.660 (2) (f) -TO CONSIDER INFORMATION AND RECORDS THAT ARE EXEMPT BY LAW FROM PUBLIC INSPECTION.**

**ACTION ITEMS:**

The Board of Directors discussed and provided direction regarding an Intergovernmental Agreement to reduce costs and retain and/or improve service levels.

Acting Chief Bustard spoke regarding the Intergovernmental Agreement to reduce costs and retain and/or improve service levels.

Director Costanzo made a motion to direct Acting Chief Bustard to have autonomous meetings with Fire District 3 and have an outlined plan based on their Board approval to come back to the Board with the scope of how Fire District 3 would help Fire District 5 with the issues you deem necessary.

**Roll Call Vote:** Director Luz Yes, Director Volkart Yes. Director Karns Yes, Director Pare-Miller Yes, Director Costanzo Yes. The Motion Passed.

Discussion was had regarding Board members attending the Fire District 3 Board meeting on July 18, 2024. Legal counsel also discussed attending the meeting.

Meeting Adjourned

Submitted by Tina Maziarski,

Administrative Analyst

**Jackson County Fire District 5  
Check Detail Board  
July 2024**

08/09/24

Date	Name	Account	Memo	Paid Amount
07/01/2024	Pacific Power	11020 Cash in Bank - General		
		71017 Utilities		-221.89
TOTAL				-221.89
07/01/2024	Pacific Power	11020 Cash in Bank - General		
		71017 Utilities		-279.82
TOTAL				-279.82
07/02/2024	Spectrum	11020 Cash in Bank - General		
		71017 Utilities	Station Internet and TV	-1,091.19
TOTAL				-1,091.19
07/02/2024	Washington Federal	11020 Cash in Bank - General		
06/12/2024		75020 Engines Principal		-30,975.91
		75021 Engines Interest/Fees		-5,202.52
TOTAL				-36,178.43
07/02/2024	Peoples's Bank of Commerce	11020 Cash in Bank - General		
07/02/2024		75101 TAN - Interest/Fees	TAN Intrest	-2,665.44
TOTAL				-2,665.44
07/02/2024	Tactical Business Group	11020 Cash in Bank - General		
		Contract Services		-8,000.00
TOTAL				-8,000.00
07/03/2024	TYREE	11020 Cash in Bank - General		
		71006 Fuels		-742.57
TOTAL				-742.57



**Jackson County Fire District 5  
Check Detail Board  
July 2024**

08/09/24

Date	Name	Account	Memo	Paid Amount
07/05/2024	Recology Ashland Sanitary	11020 Cash in Bank - General		
		71017 Utilities		-320.51
TOTAL				-320.51
07/09/2024	Thallalisa Jackson	11020 Cash in Bank - General		
07/04/2024		Contracted Payroll Services	Payroll 6/7/24 and 6/21/2024	-1,500.00
TOTAL				-1,500.00
07/09/2024	Tekmanagement, Inc.	11020 Cash in Bank - General		
		71002 IT/Website Maintenance	DJO Security Program and Setup	-874.12
TOTAL				-874.12
07/10/2024	Hunter Communications	11020 Cash in Bank - General		
		71017 Utilities	Internet	-855.87
TOTAL				-855.87
07/11/2024	Avista	11020 Cash in Bank - General		
		71017 Utilities		-150.62
TOTAL				-150.62
07/11/2024	Medford Mobile Storage	11020 Cash in Bank - General		
		Station Three Storage/Supplies		-960.00
TOTAL				-960.00
07/15/2024	Pacific Office Automation, Inc.	11020 Cash in Bank - General		
		71001 Office Supplies/Equip	Copy Machine Ink	-118.95
TOTAL				-118.95
07/16/2024	Amazon Business	11020 Cash in Bank - General		

**Jackson County Fire District 5**  
**Check Detail Board**  
 July 2024

08/09/24

Date	Name	Account	Memo	Paid Amount
TOTAL		71003 Station Supplies	Station Supplies	-81.30
				-81.30
07/16/2024	Amazon Business	11020 Cash in Bank - General		
		71071 Communications	Station Supplies	-56.44
		71003 Station Supplies	Station Supplies	-77.58
TOTAL				-134.02
07/16/2024	Rogue Valley Sewer Services	11020 Cash in Bank - General		
		71017 Utilities		-65.87
TOTAL				-65.87
07/16/2024	TYREE	11020 Cash in Bank - General		
		71006 Fuels		-676.87
TOTAL				-676.87
07/17/2024	Affordable Services LLC	11020 Cash in Bank - General		
06/27/2024		71003 Station Supplies	3000 Gallon Water - Station 4	-240.00
TOTAL				-240.00
07/17/2024	AT&T Mobility	11020 Cash in Bank - General		
06/11/2024		71017 Utilities	District Phones	-1,893.60
TOTAL				-1,893.60
07/17/2024	CenturyLink	11020 Cash in Bank - General		
07/08/2024		76300 - St. 4 Seismic Rehabilita...	Temp Station Internet	-207.99
TOTAL				-207.99
07/17/2024	Don's Lock LLC	11020 Cash in Bank - General	508573	

**Jackson County Fire District 5  
Check Detail Board  
July 2024**

08/09/24

Date	Name	Account	Memo	Paid Amount
06/28/2024		71009 Apparatus Maintenance	Automotive Service Call	-65.00
TOTAL				-65.00
07/17/2024	EC SO	11020 Cash in Bank - General		
07/01/2024		71046 Contract Dispatch	July/Aug/Sep 2024	-44,196.44
TOTAL				-44,196.44
07/17/2024	Ed's Upholstery	11020 Cash in Bank - General	353	
07/01/2024		71009 Apparatus Maintenance	Repair One Cover	-100.00
TOTAL				-100.00
07/17/2024	Frank's Landscape Maint & Construction	11020 Cash in Bank - General		
07/01/2024		71012 Station Maintenance	May, June Phoenix/Ashland Yard Care	-1,140.00
TOTAL				-1,140.00
07/17/2024	Industrial Scientific Corporation	11020 Cash in Bank - General		
06/30/2024		71003 Station Supplies	inet Gas System	-449.75
TOTAL				-449.75
07/17/2024	Industrial Source	11020 Cash in Bank - General		
06/30/2024		71043 Rescue/EMS	HIGH PRES CYLS, REGULATORY COMPLIANC	-205.72
TOTAL				-205.72
07/17/2024	Mercy Flights, Inc.	11020 Cash in Bank - General		
06/17/2024		71043 Rescue/EMS	EMS Supplies	-1,457.20
TOTAL				-1,457.20
07/17/2024	Ontario Investments, Inc.	11020 Cash in Bank - General		
07/01/2024		75300 · MDC Equipment Lease	MDC'S	-1,835.37

**Jackson County Fire District 5**  
**Check Detail Board**  
 July 2024

08/09/24

Date	Name	Account	Memo	Paid Amount
TOTAL				-1,835.37
07/17/2024	PAPE	11020 Cash in Bank - General		
07/09/2024		71012 Station Maintenance	Station Five Forklift Service	-1,763.15
TOTAL				-1,763.15
07/17/2024	Recology Ashland Sanitary	11020 Cash in Bank - General		
06/30/2024		71017 Utilities	COM WASTE 1YD	-127.69
TOTAL				-127.69
07/17/2024	SecureCom	11020 Cash in Bank - General		
07/01/2024		71017 Utilities	Fire Monitoring System	-170.31
07/01/2024		71017 Utilities	Fire Monitoring System Annual Maintenance Service	-5,613.93
TOTAL				-5,784.24
07/17/2024	TargetSolutions Learning, LLC	11020 Cash in Bank - General		
07/01/2024		71034 Training/Meetings	Training System Program 7/1/24-6/30/24	-3,814.02
TOTAL				-3,814.02
07/17/2024	Van Row Mechanical, Inc.	11020 Cash in Bank - General		
07/08/2024		71012 Station Maintenance	Air Compressor Repair	-362.50
TOTAL				-362.50
07/17/2024	Applegate Auto Glass LLC	11020 Cash in Bank - General		
07/09/2024		71009 Apparatus Maintenance	Windshield Replacement E103	-1,630.00
TOTAL				-1,630.00
07/23/2024	InfoStructure	11020 Cash in Bank - General		
		71017 Utilities		-792.35

# Jackson County Fire District 5 Check Detail Board July 2024

08/09/24

Date	Name	Account	Memo	Paid Amount
TOTAL				-792.35
07/24/2024	Ashland City	11020 Cash in Bank - General		
		71017 Utilities	Water Line	-28.95
TOTAL				-28.95
07/26/2024	Asante Physician Partners	11020 Cash in Bank - General		
07/08/2024		71054 Physical Exams	Employee Physicals	-260.00
TOTAL				-260.00
07/26/2024	Jackson Group Peterbilt - Medford	11020 Cash in Bank - General		
07/09/2024		71009 Apparatus Maintenance	2006 Step Van Converter Repairs	-7,106.93
07/15/2024		71009 Apparatus Maintenance	2014 Freightliner CAB - Coolant Leak Repair	-951.30
07/16/2024	epairs	71009 Apparatus Maintenance	2014 Freightliner CAB Repairs	-2,006.56
TOTAL				-10,064.79
07/26/2024	Les Schwab Warehouse Center	11020 Cash in Bank - General		
07/12/2024		71009 Apparatus Maintenance	Tires	-1,296.93
TOTAL				-1,296.93
07/26/2024	Life Assist, Inc.	11020 Cash in Bank - General		
07/02/2024		71043 Rescue/EMS	EMS Supplies	-320.97
07/05/2024		71043 Rescue/EMS	Exam Gloves	-180.00
TOTAL				-500.97
07/26/2024	Mercy Flights, Inc.	11020 Cash in Bank - General		
07/02/2024		71043 Rescue/EMS	EMS Supplies	-47.30
TOTAL				-47.30
07/26/2024	Pacific Office Automation, Beaverton OR.	11020 Cash in Bank - General		

**Jackson County Fire District 5**  
**Check Detail Board**  
**July 2024**

08/09/24

Date	Name	Account	Memo	Paid Amount
07/03/2024		71001 Office Supplies/Equip	Copy Machine Ink	-36.40
TOTAL				-36.40
07/26/2024	USBancorp St. Louis	11020 Cash in Bank - General		
07/01/2024		75060 · Equipment Lease-Princi...	Fire Equipment Principal	-16,484.21
		75061 · Equipment Lease-Interest	Fire Equipment Interest	-1,427.22
TOTAL				-17,911.43
07/28/2024	Wells Fargo Business Elite Card	11020 Cash in Bank - General		
		71009 Apparatus Maintenance		-129.58
		71014 Audit/Accounting		-222.00
		71003 Station Supplies		-211.41
		71034 Training/Meetings		-727.78
		71089 Fire Equipment		-587.78
		71037 Postage		-19.99
		71001 Office Supplies/Equip		-280.90
		71012 Station Maintenance		-1,083.25
		71006 Fuels		-190.34
		71043 Rescue/EMS		-121.53
TOTAL				-3,574.56
07/31/2024	Great America Financial Services	11020 Cash in Bank - General		
		75200 · IT Lease Payment	MDC Equipment Lease	-2,983.65
TOTAL				-2,983.65
07/31/2024	Tekmanagement, Inc.	11020 Cash in Bank - General		
		71002 IT/Website Maintenance	Monthly Software and Users	-5,022.48
TOTAL				-5,022.48

Jackson County Fire District 5 -- Revenues & Expenses

JULY 2024

Y1 50%  
Y2 50%

=====Revenue=====	Jul-24	2023-2025 Budget	23-24 YTD	24-25 YTD	Total PTD	Variance	%Budg
Revenues					23-25		
Property Tax-Current	24,720.55	14,526,402	6,503,463	24,720.55	6,528,183	(7,998,219)	0.45
Property Tax-Prior	-	361,375	47,214	-	47,214	(314,161)	0.13
Interest	-	-	45,353	-	-	-	-
Special Distributions	-	-	-	-	-	-	-
Interest-LGIP Capital Savings	-	35,000	257	-	257	(34,743)	0.01
Fire Suppression Cost Recovery Fees	-	70,000	35,000	-	35,000	(35,000)	0.50
Rescue Cost Recovery	-	12,000	-	-	-	(12,000)	-
Miscellaneous	-	30,000	-	-	-	(30,000)	-
Donations/Grants/SAFER Payroll Reimbursement	-	1,348,005	1,308,356	-	1,308,356	(39,649)	0.97
Sale of Apparatus/Equipment	-	50,000	-	-	-	(50,000)	-
Strike Team/Overhead Reimbursement	-	200,000	72,784	-	72,784	(127,216)	0.36
Insurance/Cobra Payments/Workers Comp Payments	2,633.40	-	556,566	2,633.40	559,200	559,200	-
TAN Proceeds	750,000.00	1,125,000	1,348,034	750,000.00	2,098,034	973,034	1.86
<b>Beg. Fund Balance</b>	-	4,504,071	-	-	-	(4,504,071)	-
<b>Total Revenue</b>	<b>777,353.95</b>	<b>22,261,853</b>	<b>9,917,028</b>	<b>777,353.95</b>	<b>10,694,382</b>	<b>(11,567,471)</b>	<b>0.48</b>
<b>Capital Projects Fund</b>	<b>Jul-24</b>	<b>2023-2025 Budget</b>	<b>23-24 YTD</b>	<b>24-25 YTD</b>	<b>Total PTD</b>	<b>Variance</b>	<b>%Budg</b>
SCBA	-	-	-	-	-	-	-
Fire Apparatus	-	990,000	-	-	-	990,000	-
Station 4 (ST 2) Seismic Rehabilitation Project Completed	-	1,148,005	(630,255)	-	(630,255)	1,148,005	(0.55)
Fire Equipment	-	200,000	-	-	-	200,000	-
Extrication	-	80,000	-	-	-	80,000	-
Defibrillators	-	150,000	-	-	-	150,000	-
Communications	-	50,000	-	-	-	50,000	-
Training Tower	-	500,000	-	-	-	500,000	-
<b>Total Capital Projects Fund</b>	<b>-</b>	<b>3,118,005</b>	<b>(630,255)</b>	<b>-</b>	<b>(630,255)</b>	<b>3,118,005</b>	<b>(0.20)</b>

=====**Expenditures**=====

2 YEAR BUDGET

Personnel Services 3 Pay Periods In the Month of May	Jul-24	2023-2025	23-24 YTD	24-25 YTD	Total PTD	Variance	%Budg
		Budget			23-25		
Spani's - Business Services Support	8,321	0	-	8,321	8,321	(8,321)	-
Fire Chief	14,210.04	346,000	177,626	14,210.04	191,836	154,164	0.55
Administrative Analyst	6,600	165,000	81,165	6,600	87,765	77,235	0.53
Battalion Chief - 4/ Acting Chief 1	45,371.42	930,000	457,213	45,371.4	502,585	427,415	0.54
Captains	71,007.40	1,730,000	885,279	71,007.40	956,286	773,714	0.55
Engineers	50,823.22	1,754,000	842,094	50,823.22	892,917	861,083	0.51
Firefighters	-	320,000	-	-	-	320,000	-
FEMA Firefighters	108,252.26	1,505,250	863,320	108,252.26	971,573	533,677	0.65
BOLI Firefighters	-	802,600	395,928	-	395,928	406,672	0.49
Longevity	-	191,000	87,757	-	87,757	103,243	0.46
Overtime - AA	-	20,000	-	-	-	20,000	-
OT-Emergency Backfill	56,063.84	800,000	564,356	56,063.84	620,420	179,580	0.78
OT-Strike Team	-	20,000	-	-	-	20,000	-
EMT Incentive Pay	9,638.20	220,000	132,723	9,638.20	142,361	77,639	0.65
Out of Class/Standby Pay	6,002.47	160,000	49,758	6,002.47	55,761	104,239	0.35
Leave Sell Back	-	194,000	145,368	-	145,368	48,632	0.75
Payroll Expenses	1,544.11	140,000	68,323	1,544.11	69,867	70,133	0.50
Educational Incentive	1,878.42	50,000	25,470	1,878.42	27,349	22,651	0.55
Retirement/ PERS (FTE,FEMA,BOLI)	148,964.92	2,330,000	1,865,056	148,964.92	2,014,021	315,979	0.86
Health,Life,LTD,HRA Vebe, Work Comp Insurance	85,909.43	1,800,000	1,214,931	85,909.43	1,300,841	499,159	0.72
OR. Revenue Workers Comp	-	6,400	1,015	-	1,015	5,385	0.16
Volunteer Disability Insurance	-	4,000	902	-	902	3,098	0.23
Seasonal,OSFM,Colestin	-	200,000	-	-	-	200,000	-
Vacation/Severance Payout	11,122.07	200,000	28,073	11,122.07	39,195	160,805	0.20
Holiday Pay	-	120,000	-	-	-	120,000	-
Unemployment	341.74	10,000	610	341.74	951	9,049	0.10
Medicare	5,122.99	100,000	62,594	5,122.99	67,717	32,283	0.68
Social Security	515.90	8,000	-	515.90	516	7,484	0.06



Deferred Compensation 501a	14,040.50	300,000	190,401	14,040.50	204,441	95,559	0.68
<b>Total Personnel Services</b>	<b>645,729.93</b>	<b>14,426,250</b>	<b>8,139,963</b>	<b>645,729.93</b>	<b>8,785,693</b>	<b>5,640,557</b>	<b>0.61</b>

Materials/Services	Jul-24	2023-2025 Budget		23-24 YTD	24-25 YTD	Total PTD 23-25	Variance	%Budg
		2023-2025	2024-2025					
<b>Administrative Support</b>								
Office Supplies/Daily Requirements	436.25	36,000	15,233	436.25	15,669	20,331	0.44	
Information Technology	5,896.60	170,000	94,474	5,896.60	100,370	69,630	0.59	
Legal	-	25,000	44,926	-	44,926	(19,926)	1.80	
Labor Negotiations	-	2,000	-	-	-	2,000	-	
Accounting & Audit	222.00	40,000	3,482	222.00	3,704	36,296	0.09	
Election Expense	-	7,000	2,957	-	2,957	4,043	0.42	
Postage & Freight	19.99	4,000	690	19,990.00	710	3,290	0.18	
Misc. Bus. Exp./Prof. Svc, Professional Services	9,500.00	270,000	149,439	9,500.00	158,939	111,061	0.59	
Awards/Incentives	-	2,000	-	-	-	2,000	-	
<b>Apparatus</b>								
Fuels	1,609.78	150,000	50,887	1,609.78	52,497	97,503	0.35	
Maintenance, Service Contract & Repair	13,221.30	400,000	227,743	13,221.30	240,965	159,035	0.60	
<b>Communications</b>								
Dispatch Contract (ECISO)	44,196.44	350,000	171,637	44,196.44	215,833	134,167	0.62	
Equipment, Service & Repair	56.44	45,000	3,318	56.44	3,375	41625.22	0.07	
<b>Conferences &amp; Trainings</b>								
Training/Meetings	4,541.80	90,000	76,367	4,541.80	80,909	9,091	0.90	
Dues/Memberships	-	50,000	30,625	-	30,625	19,375	0.61	
Books & Periodicals	-	2,000	-	-	-	2,000	-	
<b>Emergency Medical Services (EMS)</b>								
Equipment	(1,024.46)	50,000	16,870	(1,021.46)	15,849	34,151	0.32	
CPR Program	-	1,500	(1,296)	-	(1,296)	2,796	(0.86)	
Physician/Advisor (CQI)	-	10,000	4,800	-	4,800	5,200	0.48	
<b>Facilities</b>								
General Liability Insurance	-	160,000	104,398	-	104,398	55,602	0.65	
Maintenance & Repair / Lease (Station 3)	4,348.90	250,000	70,998	4,348.90	75,347	174,653	0.30	

Station Supplies	1,330.29	50,000	71,453	1,330.29	72,783	(22,783)	1.46
Utilities	9,591.31	190,000	97,095	9,591.31	106,687	83,313	0.56
<b>Firefighting Equipment &amp; Support (CAREER,FEMA,</b>							
Equipment	587.78	170,000	28,040	587.78	28,628	141,372	0.17
Personal Protective Ensemble (PPE)	-	85,000	-	-	-	85,000	-
Technical Rescue	-	10,000	-	-	-	10,000	-
SCBA Maintenance & Repair	-	10,000	2,496	-	2,496	7,504	0.25
Wildland Fire Equipment	-	3,000	-	-	-	3,000	-
Fireline Meals	-	6,000	1,568	-	1,568	4,432	0.26
<b>Fire Prevention</b>							
Community Outreach	-	8,000	-	-	-	8,000	-
Fire Investigation	-	1,000	-	-	-	1,000	-
Life Safety Inspections	-	3,000	-	-	-	3,000	-
<b>Fire Support Services</b>							
Student	-	1,000	-	-	-	1,000	-
Volunteer Expenses/CERT	-	3,000	-	-	-	3,000	-
Fitness	-	30,000	1,320	-	1,320	28,680	0.04
Physicals	260.00	75,000	13,334	260.00	13,594	61,406	0.18
Uniform Acquisition	-	54,000	1,083	-	1,083	52,917	0.02
<b>Total Materials/Service</b>	<b>94,794.42</b>	<b>2,813,500</b>	<b>1,283,936</b>	<b>94,797.42</b>	<b>1,378,733</b>	<b>1,434,767</b>	<b>0.49</b>
SCBA	-	-	-	-	-	-	-
Fire Apparatus	-	990,000	-	-	-	990,000	-
Seismic Retrofit	-	1,148,005	-	-	-	1,148,005	-
Fire Equipment	-	50,000	-	-	-	50,000	-
Extrication	-	80,000	-	-	-	80,000	-
Defibrillators	-	150,000	-	-	-	150,000	-
Communications	-	50,000	-	-	-	50,000	-
Training Tower	-	500,000	-	-	-	500,000	-
<b>Total Capital Outlay - GF</b>	<b>-</b>	<b>2,338,005</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,338,005</b>	<b>-</b>
<b>Contingency</b>							
General Operating Contingency	-	1,450,000	-	-	-	1,450,000	-
<b>Total Contingency</b>	<b>-</b>	<b>1,450,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,450,000</b>	<b>-</b>

Debt Service	Jul-24	2023-2025		23-24 YTD	24-25 YTD	Total PTD 23-25	Variance
		Budget					
Station 1 Principal (US Bank)	-	235,000	115,000	-	-	115,000	120,000
Station 1- Interest & Fees (US Bank)	-	35,270	19,637	-	-	19,637	15,633
TAN Interest & Fees (Short-Term)	2,665.44	100,000		2,665.44		2,665	97,335
PIERCE Engines-Principal (Wash Fed)	16,484.21	125,000	91,348	16,484.21		107,832	17,168
PIERCE Engines - Interest & Fees (Wash Fed)	1,427.22	22,000	17,188	1,427.22		18,615	3,385
Lease (Great America) MDC	2,983.65	70,000	32,820	2,983.65		35,804	34,196
Capital Lease Principal	-	-	-	-	-	-	-
Capital Lease Interest	-	-	-	-	-	-	-
E-One Apparatus Loan Principal	-	175,000	85,497	-	-	85,497	89,503
E-One Apparatus Loan Interest	-	45,000	23,132	-	-	23,132	21,868
Fire Equip/PPE Lease - Principal (USBancorp)	-	68,000	33,798	-	-	33,798	34,202
Fire Equip/PPE Lease - Interest (USBancorp)	-	14,300	1,202	-	-	1,202	13,098
MDC Equipment Lease (Ontario)	(4,165)	12,000	5,506	(4,164.63)		1,341	10,659
HME Apparatus Loan - Principal (USBancorp) TYPE 3	-	60,000	230,737	-	-	230,737	(170,737)
HME Apparatus Loan - Interest (USBancorp) TYPE 3	-	13,000	-	-	-	-	13,000
Fire Equip/PPE Lease - Principal (USBancorp '20)	-	34,000	-	-	-	-	34,000
Fire Equip/PPE Lease - Interest (USBancorp '20)	-	2,600	-	-	-	-	2,600
Operating Loan	-	-	850,000	-	-	850,000	(850,000)
Operation Loan Interest	-	-	12,242	-	-	-	-
Apparatus Loan - Principal (Bank)	-	90,000	5,415	-	-	5,415	84,585
Apparatus Loan - Interest (Bank)	-	25,000	15,224	-	-	15,224	9,776
<b>Total Debt Service</b>	<b>19,395.89</b>	<b>1,126,170</b>	<b>1,538,746</b>	<b>19,395.89</b>	<b>1,558,142</b>	<b>1,558,142</b>	<b>(431,972)</b>
<b>Totals</b>	<b>759,920.24</b>	<b>22,153,925</b>	<b>10,332,389</b>	<b>759,923.24</b>	<b>11,092,312</b>	<b>22,153,925</b>	<b>0.50</b>

## PHOENIX GOVERNMENT AND PUBLIC SAFETY CENTER LEASE AGREEMENT

This Phoenix Government and Public Safety Center Lease Agreement ("Agreement"), is dated and effective as of ~~October~~ <sup>October</sup> 13, 2023, and is entered into by and between the Jackson County Fire District No. 5 (the "District") and the City of Phoenix (the "City") (together referred to as the "Parties") for the lease of the Phoenix Government and Public Safety Center to the District pursuant to the following terms:

### RECITALS

**WHEREAS**, In the wake of the Almeda Fire, the City and the District have worked collaboratively and independently to seek out alternative revenue streams for the expressed purpose of developing the Phoenix Government and Public Safety Center owned and operated by the City of Phoenix; and

**WHEREAS**, through these efforts the City and the District have brought in nearly \$17,000,000 in outside funding; and

**WHEREAS**, the total project is exceeding original estimates by approximately \$3,500,000 and the City and the District have agreed that each will be responsible for paying their 50% share of the project budget shortfall (the "Shortfall"); and

**WHEREAS**, as the building owner, the City is eligible and may find it in the public interest to avail itself of financial programs offered by the State of Oregon that include General Obligation Bonds and other low interest debt instruments that provide up to 30-year repayment requirements that can be utilized to finance the Shortfall; and

**WHEREAS**, both Parties have agreed that the City shall finance 100% of the Shortfall and the District shall pay the City rent for its use of certain facilities within the Phoenix Government and Public Safety Center and such rent shall equal, in total over the initial term of this Agreement, 50% of the Shortfall). In addition to rent, the City will bill the District for administrative fees, building repair and maintenance, utilities, and insurance related to the use of the building, which shall be generally apportioned at 50% or an agreed upon share; and

**WHEREAS**, the Parties now enter into the following Agreement in order to establish the District's rent payment terms so that the City can secure financing for the Shortfall and establish appropriate lease terms between the Parties.

THE PARTIES AGREE to the following:

### LOAN PAYMENT AND LEASE TERMS AND CONDITIONS

1. Recitals adopted. The Parties incorporate the above Recitals as material to this Agreement.
2. Leased Premises. The City owns the Phoenix Government and Public Safety Center ("Center") located at 112 West 2<sup>nd</sup> Street, Phoenix, Oregon ("Property").

The District operates the Fire Station ("District Facilities") located within the Center, which the District shall continue to lease from the City pursuant to the terms of this Agreement. This Agreement supersedes and replaces the prior lease between the Parties executed in March of 2017.

3. Financing and Initial Term and Rent. The initial term of this Agreement shall commence upon its execution by both Parties and shall continue for a period of 30 years, unless earlier terminated as provided herein ("Initial Term").
  - a. Financing: The City, being eligible, may utilize financial programs offered by the State of Oregon, including General Obligation Bonds and other low-interest debt instruments, to fund the Shortfall. The City will secure financing for up to 100% of its portion of the Shortfall and up to 100% of the District's portion of the Shortfall. Each party, independently, shall decide how to finance its own portion of the Shortfall, and the City will arrange financing based on the directions provided by both Parties.
  - b. Rent Payment: The District shall pay rent to the City semi-annually, on or before January 1st and July 1st, in an amount equal to its equal share of the Shortfall plus an Administrative Fee calculated as provided below, building repair and maintenance, utilities, and insurance related to the use of the building as provided herein. The City shall provide the District with payment amounts and schedule once Shortfall amounts are final.
  - c. Administrative Fee: A fee to cover the costs of the management and oversight of this Agreement, which shall not surpass an amount equal to 50% of the interest payment outlined in subsection 3.a. above, due for each fiscal year throughout the Initial Term. The calculation of the District's payment will be determined based on the actual interest payments made by the City on the Loan during each fiscal year.
  - d. Annual Meeting: The Parties shall convene on an annual basis to determine contract compliance, and assess the projected overhead expenses, encompassing but not restricted to lease administration, adherence to legal and regulatory requirements, insurance, utilities, maintenance and repairs, technology and IT infrastructure, depreciation, reserve funds, and contingency funds. Such overhead costs will be apportioned according to the terms provided herein.
4. Post-Initial Term Terms and Rent: At the completion of the Initial Term and unless terminated under Section 5:
  - a. This Agreement shall automatically extend for additional 5 year terms, subject to all terms and conditions of this Agreement, except for rent. Each extension term shall commence on the day following the expiration of the immediately preceding term. The Post-Initial Term Terms and Rent shall replace the provisions mentioned in the previous Section 3 (Original Term and Rent).

The District shall pay an annual rent amount on or before July 1st of each year.

- b. The rent shall be agreed to by both Parties in writing, in advance, and will be limited to the City's reasonable costs to administer the lease, in addition to overhead costs, as provided and apportioned herein.
5. Termination of Lease. Either party may terminate this Agreement at any time and for any reason upon 5 years' written notice to the other party. During this notice period, the District will remain responsible to ensure payment of its portion of the Shortfall. Upon termination of this Agreement, the District shall surrender the District Facilities in the same or better condition as existed upon entry.
  6. Use. The District Facilities shall be used solely as a fire station and in support of fire protection, including but not limited to other emergency services District is authorized to provide to its patrons pursuant to ORS 478 and for no other purpose.
  7. Utilities As Overhead. The City shall ensure that the District Facilities are connected to basic utilities services, including water, electric, sanitary sewer, gas, and storm sewer, which shall be separately metered unless another measure of apportionment is agreed to by the District. The City shall ensure that costs of utilities is apportioned according to the amount each Party's use of all utility services. In addition, District shall be responsible for its own installation, maintenance, and ongoing expenses for any needed telephone, internet, cellular, and security services or equipment.
  8. Maintenance As Overhead. The City and District agree that routine maintenance will be provided for the Center and the District shall be responsible for 50% of the total documented costs for these services, unless otherwise agreed to by the Parties in advance by the Parties at their annual meeting required under Subsection a of this Section. The District will be responsible for its own solid waste services. Routine maintenance shall include all preventative and corrective maintenance and routine and on-demand services of these facilities, including the building and landscaping.
    - a. The City shall provide all routine maintenance for the Center, including the District Facilities. The Parties shall meet annually in sufficient time to make budget appropriations for the subsequent fiscal year in order to discuss and schedule Center maintenance projects, estimate project costs, and determine appropriate cost allocations. City shall provide Fire District with solicited offers to provide such services with sufficient time for the Fire District to provide input on the vendor selection process.
    - b. The District, however, may receive appropriate credit for any maintenance it undertakes or has undertaken to maintain District Facilities, so long as the District first notifies City in writing of the deficiency. If City fails to remedy the deficiency within 10 days, District may undertake the needed work and City shall reimburse documented District amounts spent. If invoiced amounts

remain unpaid, District may offset incurred amounts against rent due under Section 3.

- c. Janitorial services will be the responsibility of each Party for their respective portions of the Center. The District will have individual responsibility for performance of janitorial service to its District Facilities only, with common areas being the responsibility of the City.
9. Improvements As Overhead. Material improvements shall remain the responsibility of the City. The District shall make no material improvements to the District Facilities without first obtaining the City's written consent, which shall not be unreasonably withheld. The term "material improvements" shall mean any installation, alteration, addition, or other change to the District Facilities that involves structural work to the District Facilities and exceeds \$5,000.00 in total project cost.
    - a. All improvements of any kind to the District Facilities and all work performed by the District pursuant to this Agreement shall be made in a professional manner and shall be in compliance with applicable laws, including, but without limitation, applicable zoning codes, the Americans with Disabilities Act, and other legal requirements related to applicable accessibility, zoning, and use permits. All material improvements shall be made by licensed contractors and subcontractors in accordance with good practice and the requirements of this Agreement. Any and all improvements shall be paid for by the District, unless undertaken by District on City's behalf pursuant to subsection 8.b., or otherwise separately agreed to in an addendum to this Agreement or by separate agreement.
10. Inspection of District Facilities. The City shall have the right to inspect the District Facilities at any reasonable time or times, upon 24 hours' notice, to determine the necessity of repairs, maintenance or replacements. Such inspection shall not interfere with or disrupt the District's operations. Whether or not such inspection is made, the duty of the City to begin repairs, maintenance or replacements shall mature within 10 days after the City has received from District written notice of the work that is required. The City shall complete any repairs required of the City within a reasonable time frame considering the nature and extent of the repair.
11. Condition of District Facilities. Upon expiration of the lease term or earlier termination on account of default, District shall deliver all keys to the City and surrender the District Facilities in first-class condition and broom clean. Alterations constructed by District with permission from the City shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the District Facilities are leased shall be permitted, but repairs for which District is responsible shall be completed to the latest practical date

before such surrender. District's obligations under this section shall be subordinate to the provisions of Section 24 relating to destruction.

- a. Prior to expiration or other termination of the lease term District shall remove all furnishings, furniture, and trade fixtures that remain its property. If District fails to do so, this shall be an abandonment of the property, and the City may retain the property and all rights of District with respect to it shall cease 10 days following written notice to District of such abandonment, or, by notice in writing given to District within 20 days after removal was required, the City may elect to hold District to its obligation of removal. If the City elects to require District to remove, the City may effect a removal and place the property in public storage for District's account. District shall be liable to the City for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by the City.
12. City's Interference with District. In performing any repairs, replacements, alterations, or other work performed on or around the District Facilities, the City shall not cause unreasonable interference with use of the District Facilities by District.
  13. Assignment Prohibited. The District may not assign, mortgage, or sublease any portion of the District Facilities to any third party without the prior written consent of the City, which may not be unreasonably withheld.
  14. Insurance. The City shall be responsible for the cost of insurance coverage for the Center, which includes protection against fire, theft, and other casualties, along with an endorsement for extended coverage. The insurance policy shall name the District as a named insured on the coverage.

Periodically, the City shall bill the District for the insurance premiums, and the billing amount shall be shared equally with the District.

- a. Coverage: The District shall maintain commercial general liability insurance coverage for the conduct or operation of District business throughout the duration of this Agreement, at the District's sole expense. The City must be listed as an additional named insured on the policy. The insurance coverage must have a combined single limit of not less than the minimum tort claim limits applicable for any given year, as provided under ORS 30.260 to 30.300, with a minimum combined single limit of \$2,000,000.00.
- b. Endorsements: The insurance policies must include endorsements and deductibles that are typically carried by the District and are reasonably acceptable to the City. These policies should cover bodily injury and property damage claims arising from the District's alleged negligent activities at the District Facilities. Additionally, the District's policy must have an



endorsement that covers the District's contractual obligation for indemnification as outlined in this Agreement.

- c. Waiver of Subrogation: Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither Party's insurance company shall have a subrogated claim against the other. Each Party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.
15. District Indemnification of the City. The District, being in control of the District Facilities, shall indemnify, reimburse, and hold the City (including its elected officials, officers, employees, agents, and volunteers, collectively referred to in this District Indemnification of the City section as the "City") harmless with regards to the matters outlined in the subsections below. At the City's discretion, the District shall also provide a defense for the City against any and all causes of action, obligations, damages, penalties, subrogations, losses, claims, costs, charges, expenses, or other liabilities (including reasonable attorney fees) that may be imposed on or incurred by the City (whether rightfully or wrongfully filed). This indemnification and defense obligation apply to any matters arising out of or in any way connected with:
- a. Any use of the District Facilities or the Center or any activity conduct by, for, or through the District (including its elected officials, officers, employees, agents, and volunteers, collectively referred to in this District Indemnification of the City section as the "District") on, near, or in conjunction with the District Facilities or the Center, other than to the extent arising from the negligent or willful acts or omissions of the City, its elected Officials, officers, employees, agents, and volunteers;
  - b. Any condition of the District Facilities and any maintenance except to the extent that the City is responsible for providing such maintenance, management, or operation of the District Facilities or the Center;
  - c. Any failure on the part of the District to perform or comply with any of the provisions contained in this Agreement; and
  - d. Any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to the District's officers, employees, agents, and volunteers engaged in the performance of services at the District Facilities including, without limitation, social security, unemployment insurance, and payroll tax withholding.
16. City Indemnification of the District. The City shall indemnify, reimburse, and hold the District (including its elected officials, officers, employees, agents, and volunteers, collectively referred to in this City Indemnification of the District section as the "District") harmless with regards to the matters outlined in the

subsections below. At the District's discretion, the City shall also provide a defense for the District against any and all causes of action, obligations, damages, penalties, subrogations, losses, claims, costs, charges, expenses, or other liabilities (including reasonable attorney fees) that may be imposed on or incurred by the District (whether rightfully or wrongfully filed). This indemnification and defense obligation apply to any matters arising out of or in any way connected with:

- a. Any use of the District Facilities or the Center or any activity conduct by, for, or through the City (including elected officials, officers, employees, Agents, and volunteers, collectively referred to in this City Indemnification of the District section as the "City") on, near or in conjunction with the District Facilities or the Center, other than to the extent arising from the negligent or willful acts or omissions of the District, its elected Officials, officers, employees, agents, and volunteers;
  - b. Any condition of the District Facilities or the Center and any maintenance except to the extent that the District is responsible for providing such maintenance, management, or operation of the District Facilities or the Center;
  - c. Any failure on the part of the City to perform or comply with any of the Provisions contained in this Agreement;
  - d. Any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to the City's officers, employees, agents, and volunteers engaged in the performance of services at the Center including, without limitation, social security, unemployment insurance, and payroll tax withholding; and
  - e. Any and all federal, state, and local laws, rules, and regulations governing the City's financing, design, construction, and permitting of the Center.
17. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times in the performance of their obligations under this Agreement.
18. Notices. Any notice permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the person and addresses shown below. In addition, if directions for telephonic or electronic transmission (fax or email) are set forth below, notices may be delivered by fax or email. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by fax or email will be deemed delivered when successful transmission is electronically confirmed. Except as

expressly provided in this Agreement, required notices must be signed by the person designated to receive notices, or that person's designee or attorney.

The District: Charles Hanley, Fire Chief  
Jackson Co. Fire District No. 5  
5811 South Pacific Highway  
Phoenix, OR 97535

The City: Eric Swanson, City Manager  
City of Phoenix  
220 North Main Street  
Phoenix, OR 97535

Each party shall notify the other of any change in the name, physical address, fax number, or email address to be used for the delivery of notices.

19. Good Faith Requirement. Notwithstanding anything to the contrary herein, each party hereto shall act in good faith in a commercially reasonable manner in discharging each and every one of its duties and obligations or in exercising its rights under this Agreement.
20. Time of Essence. Time is of the essence of the performance of each Parties' obligations under this Agreement.
21. Nonwaiver. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit the Party's right to enforce the provision (except to the extent expressly set forth in a writing signed by such Party), nor shall any waiver of any breach of any provision constitute a waiver of any succeeding Breach of that provision or a waiver of that provision itself.
22. Default. The following shall be events of default:
  - a. Default in Rent: Failure of District to pay any rent or other charge within 10 days after it is due.
  - b. Default in Other Covenants: Failure of either Party to comply with any covenant, term or condition, or to fulfill any obligation of the lease (other than the payment of rent or other charges) within 30 days after written notice by the other Party specifying the nature of the default. If the default is such that it cannot be completely remedied within the 30-day period, this provision shall be complied with if the defaulting Party begins correction of the default within the 30-day period and proceeds in good faith to effect the remedy as soon as practicable.
  - c. Insolvency: Insolvency of either Party and assignment by that Party for the benefit of creditors; the filing by either Party of a voluntary petition in bankruptcy; an adjudication that either Party is bankrupt or the appointment of a receiver of the properties of either Party; the filing of an involuntary petition of bankruptcy and failure of either party to secure a dismissal of the

petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of either Party to secure discharge of the attachment or release of the levy of execution within 10 days.

d. Remedies on Default. In the event of a default, the non-defaulting Party at its option may terminate the lease by notice in writing by certified or registered mail to the defaulting Party. The notice may be given before or within 30 days after the running of the grace period for default and may be included in a notice of failure of compliance. If the Property is abandoned by District in connection with a District default, termination shall be automatic and without notice.

e. Damages. In the event of termination by District default, the City shall be entitled to recover immediately the following amounts as damages:

i. The reasonable cost of re-entry and reletting including the cost of any clean up, refurbishing, removal of District's property and fixtures, or any other expense occasioned by District's failure to quit the premises upon termination and to leave the premises in the required condition, any remodeling costs, attorney fees, court costs, broker commissions and advertising cost.

ii. The loss of reasonable lease fee value from the date of default until a new tenant has been or, with the exercise of reasonable efforts could have been secured, or 1 year, whichever is less.

23. Disputes. In the event of any dispute regarding this Agreement, the City Manager and District Fire Chief will meet and attempt to resolve their differences. If they cannot reach Agreement, the matter will be referred to the respective governing bodies.

a. If any dispute arises between Parties, either Party may request arbitration. If the Parties cannot agree on a single arbitrator within 15 days from the giving of notice, within 5 days, each party shall select a person to represent that party and the 2 arbitrators shall immediately select a third impartial person to complete a 3-member arbitration panel. If the 2 arbitrators cannot agree within 15 days on the third arbitrator, then either party may petition the Presiding Judge of the Jackson County Circuit Court to select the third arbitrator.

i. Procedure for Arbitration. The arbitrator shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in Jackson County unless otherwise be agreed upon by the Parties. Costs of the arbitration shall be shared equally by the Parties.

but each party shall pay its own attorney fees incurred in connection with the arbitration.


24. Destruction. Neither the City nor the District shall be under any obligation to restore the Center or District Facilities in the event that the Center or District Facilities are destroyed or damaged such that the cost of repair or replacement exceeds 50% of the pre-damage replacement value of the Center or District Facilities. In the event that the Center or the District Facilities are declared unusable by the District, at its sole discretion, it shall so notify the City in writing and the term shall expire within 30 days hereafter. In such event, all rights and obligations of the Parties, except where stated otherwise in this Agreement, shall cease as of the date of termination and District shall be entitled to the reimbursement of any prepaid amounts paid by District and attributable to the anticipated term.
25. Integration of This Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all prior communications, representations, or agreements, either oral or written, between the Parties. This Agreement shall not be amended except in writing signed by both Parties.
26. Termination of Prior Agreements. By virtue of execution of this Agreement, the Parties hereby extinguish the prior Agreement in its entirety and agree that this Agreement shall stand in full novation of the extinguished Agreement. All prior agreements between the Parties regarding the Center or the District Facilities, whether written or oral, are merged herein.
27. Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

WHEREFORE, the Parties have each caused this Agreement to be executed as of the date set forth below and intended to be effective as set forth above.

For the District:

  
Charles Hanley, Fire Chief  
Date: 11/13/23

For the City:

  
Eric Swanson, City Manager  
Date: 11/13/23



Carolyn H. Connelly  
Christy K. Monson  
Ross M. Williamson\*  
Diana Moffat  
Mark A. Wolf  
Rebekah Dohrman  
Russell D. Poppe, *Of Counsel*  
John A. Wolf, *Of Counsel*  
\*Also Admitted in Washington

**ENGAGEMENT LETTER AND  
BILLING PROCEDURE MEMO  
FOR  
JACKSON COUNTY FIRE DISTRICT #5**

Thank you for considering the Local Government Law Group for your District's legal needs. We look forward to serving you and to a mutually satisfactory relationship. The relationship between client and attorney works best when we both have a clear understanding of the firm's policies regarding legal services, the inquiry process, and our billing and payment practices. This document explains these issues. If the policies explained in this document are acceptable to you, please sign a copy of this memo and return it to the firm. If you have a question about these matters, please do not hesitate to call us.

**Working with your Attorneys**

During the course of our representation, it is our goal to maintain open lines of communication with the District and your staff. To this end, it is important that the District also communicate with us. This will allow us to better serve the District and keep the District fully informed of the status of the work we are doing.

In our firm, each legal matter is assigned a primary attorney. Your primary attorney will be Carrie Connelly. However, in order to take advantage of areas of expertise of our attorneys and to better serve you, some of your work may be assigned to other attorneys in the office or to law clerks. This allows us to assist you in the most efficient and economical manner possible.

E-mail communication is standard practice today and is convenient for client correspondence. However, there are some dangers with the use of e-mail. While we take precautions to protect our e-mail system and client confidences, some dangers defy even the best protections. By signing below, the District understands and confirms that privileged client communications may be transmitted by email to District e-mail addresses.

During our representation of the District, please remember to provide us with any changes in your current addresses, telephone numbers, Board and staff members, and other relevant information to facilitate communications. It is our goal to handle our representation of the District in a personal, efficient and professional manner. If you have a concern regarding the progress of any matter, please do not hesitate to contact us.

### **Billing Statements and Hourly Rates**

If you decide to engage our firm, you will receive a monthly statement for any services we provided to your District that month. Most statements for services are simply the product of the hours worked multiplied by the hourly rates for the attorneys, law clerks and legal assistants who did the work. However, if we feel that too much time was expended for the nature of the matter, we will reduce the fee accordingly. Additionally, sometimes we split our services (and the attorney fees) among multiple government clients who have the same legal needs. This helps you share attorney costs when possible. We will talk with you about these opportunities when they come up.

Our hourly rates for attorneys and other members of the professional staff is as follows:

- A. Senior Attorney time: \$226.00 per hour
- B. Services requiring specialized legal skills such as labor negotiations, bond work, arbitrations and legislative advocacy. Rates for specialty legal work will not be charged unless the District has been advised and agrees to the need for a specialist relating to the project: \$235 - \$265.00 per hour
- C. Legal assistant, law clerk and paralegal time: \$85.00 per hour
- D. Litigation and Outside Counsel: To be determined

The firm's rates will be reviewed from time to time. We will inform you if we believe the rates should be adjusted for a future billing period.

Necessary travel will be billed at one-half of the applicable attorney fee rate, plus the IRS mileage rate. The District is responsible for all costs incurred by the firm, including but not limited to document recording fees, filing fees, service fees, court reporter fees for depositions and hearings, court trial fees, and other necessary court and office costs. However, we won't charge you for basic computer research charges, phone charges, and photocopy charges.

If we determine, in partnership with you, that a matter requires outside counsel, we will ask the outside counsel to prepare a bill for our firm to review. Once that bill has received our approval, we will forward it to you for payment. We will not work with outside counsel for specialty services without first consulting the District.

We bill for time expended on your behalf from the initial consultation to the closing of the matter. Activities requiring the expenditure of time may include office conferences,

telephone discussions, preparation and review of correspondence, document preparation and review, and any other services associated with the work we have undertaken on your behalf.

Your monthly statement will indicate the amount of time spent, the attorneys who worked on the matter, and the charges for services based upon your current rates. You will receive an itemized billing statement each month, at which time the amount billed is due and payable. A late fee of 1.5% per month will be imposed on charges not paid within 60 days after they are billed. We try to ensure that our billings are accurate and understandable. If ever you wish to discuss your bill or the legal services rendered, please do not hesitate to call Kim Sitowski in our accounting department or contact the attorney working on the matter. If we receive no questions or comments from you within 30 days of the billing statement's date, we will assume that you agree to the charges billed.

**File Closing and Relationship Wind Up**


At the conclusion of each legal matter which we handle for you, we review the file to ensure that you have copies of all important documents, return any original documents to you, and close the file. We store closed files for 10 years (and may do so in an electronic format). After 10 years, we destroy the file. By signing below, the District is giving us its consent to destroy files pursuant to this policy.

We each have the right to terminate our attorney-client relationship at any time. If there is any unresolved dispute over our representation or fees and it is necessary to initiate a claim, the prevailing party will be entitled to reasonable attorney fees to be set by the court.

Again, thank you for considering the Local Government Law Group. We appreciate your business and look forward to being of service to your District.

READ AND APPROVED:

Jackson County Fire District #5

By:   
Authorized Signature

11/2/2017  
Date

Printed Name: CHARLES HANLEY

Title: FIRE CHIEF

F:\Cliental\Mini\Jackson Co. FD #5\LTR - GENERAL\Engagement Ltr and Billing Memo (092017) CKM\Bsl.docx



**LOCAL  
GOVERNMENT  
LAW GROUP**

*An Oregon Professional Corporation*

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

March 25, 2024

**Via Email Only To:** [hanley@jcf5.com](mailto:hanley@jcf5.com)

Charles Hanley, Fire Chief  
Jackson County Fire District No. 5  
5811 S Pacific Hwy.  
Phoenix, OR 97535

Re: Attorney Hourly Rate Increase

Dear Charles:

Local Government Law Group thanks you for allowing us to serve your community. As you likely know, our firm annually evaluates the cost to provide local governments with high quality legal services. We undertake this review during budget season in an effort to help you to plan for any associated increased costs. This year our hourly rate for your District will become \$285 per hour for general matters, \$285 for labor work, and \$310 for labor hearings. Our Paralegal rate will increase to \$150 per hour and our legal assistant rate to \$110 per hour. These new rates will go into effect on July 1, 2024.

Rates for each project we work on for your District are identified on your billing statement. If you ever have questions regarding our invoices, please promptly contact us. Fee issues should never interfere with our attorney-client relationship. Additionally, if you feel there has been a miscommunication between our office and the District, please contact us immediately. We value our client relationships. Your thoughts on how we can improve our service to your District are always welcome.

We look forward to continuing our work with your District.

Sincerely yours,

LOCAL GOVERNMENT LAW GROUP P.C.

  
Carolyn H. Connelly  
[chc@localgovtlaw.com](mailto:chc@localgovtlaw.com)

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

  
Mark A. Wolf  
[mark@localgovtlaw.com](mailto:mark@localgovtlaw.com)

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**LOCAL GOVERNMENT LAW GROUP P.C.**

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

**Dear Valued Client,**

**Local Government Law Group P.C. is please to offer the option of receiving monthly invoices via email. If you would like to receive your monthly invoices electronically, please email Jenny Hornby at [jenny@localgovtlaw.com](mailto:jenny@localgovtlaw.com) with the email address we can direct invoices to.**

**Thank you,  
Jenny Hornby  
541.485.5151**

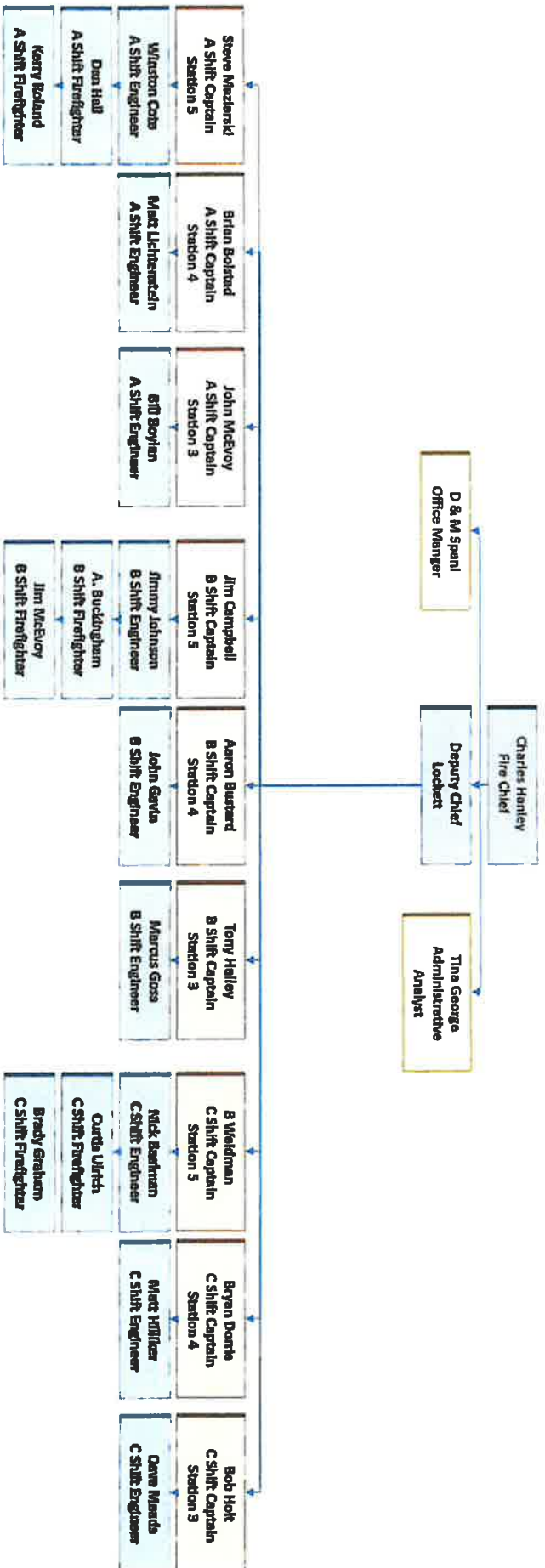
Items added at the request of Board Chairman Costanzo and Director Luz.

FD5 2023 TOTAL COMPENSATION WITH HEALTH INSURANCE COST	**OVERTIME Emergency Backfill	OT BOLI	OT FEMA	Base Salary	Fire District 5 Employee Name	Position
*279,431.85	0.00	0.00	0.00	191,621.15	Hanley Jr., Charles J	Fire Chief
206,211.39	32,067.72	0.00	0.00	118,552.20	Bustard, Aaron A	Assistant Chief
193,179.86	56,537.77	0.00	0.00	95,414.15	Hall, Daniel J	Captain
193,011.16	32,018.50	0.00	0.00	107,774.81	Bolstad, Brian	Battalion Chief
179,157.87	35,753.82	0.00	0.00	95,414.15	Meads, David P	Captain
175,849.22	49,644.96	0.00	0.00	97,977.10	McEvoy, John B	Captain
173,467.79	24,153.13	0.00	0.00	97,977.10	Halley, Tony	Captain
171,527.77	32,447.76	0.00	0.00	89,434.15	Boylan, William B	Engineer 3
167,926.12	32,487.07	0.00	0.00	97,977.10	Holt, Robert J	Captain
167,731.24	20,110.64	0.00	0.00	107,774.81	Campbell, James N	Battalion Chief
166,993.79	14,845.74	0.00	0.00	97,977.10	Weidman, Brian G	Captain
164,565.39	24,166.28	0.00	0.00	89,434.15	Gavin, Jonathan	Engineer
160,546.31	10,848.04	0.00	0.00	97,977.10	Dorris, Bryan S	Captain
160,367.66	25,410.46	0.00	0.00	86,995.09	Buckingham, Andrew	Engineer
159,377.94	14,806.65	0.00	0.00	89,434.15	Ulrich, Curtis R	Engineer
159,155.45	22,593.13	0.00	0.00	89,434.15	Cote, Winston T	Engineer
154,919.62	15,814.56	0.00	0.00	107,774.81	Maziarski, Stephen R	Battalion Chief
153,600.57	14,803.11	0.00	0.00	95,414.15	Hilliker, Mathew	Captain
153,166.41	22,608.29	0.00	0.00	86,995.09	McEvoy, James M	Engineer
148,294.05	21,049.37	0.00	0.00	95,414.15	Johnson, James	Captain
146,904.13	25,319.09	0.00	0.00	86,995.09	Roland, Kerry	Engineer
141,726.64	9,570.40	0.00	0.00	89,434.15	Lichtenstein, Matthew	Engineer
135,807.23	0.00	0.00	17,463.14	74,962.99	Gonzalez, Albaro A	FEMA FF
130,858.39	1,320.57	0.00	0.00	86,995.09	Graham, Brayden	Engineer
127,791.35	977.28	0.00	11,666.87	74,962.99	Incerty, Anthony D	FEMA FF
124,381.29	0.00	0.00	10,875.66	74,962.99	Humphrey, Kyle M	FEMA FF
116,639.14	1,382.71	0.00	0.00	89,434.15	Goss, Marcus E	Engineer
115,190.92	12,432.44	0.00	4,380.83	74,962.99	Ryerson, Tanner S	FEMA FF
101,471.98	2,225.88	0.00	0.00	78,551.20	Maziarski, Tina MG	Admin Analyst
100,253.09	0.00	0.00	4,264.15	58,572.79	Brix, Matthew R	FEMA FF
96,827.54	0.00	0.00	1,713.55	58,572.79	Chapman, Brent M	FEMA FF
93,868.53	0.00	8,272.42	0.00	58,572.79	Sarman, Daniel	FF Apprentice-BOLI
93,259.48	0.00	15,003.85	0.00	58,572.79	Ruiz Remigio, Brandon	FF Apprentice-BOLI
91,098.86	0.00	0.00	3,177.98	71,298.44	Morris, Brian J	FEMA FF
86,931.08	0.00	0.00	8,675.45	58,572.79	English, Caleb J	FEMA FF
85,866.94	0.00	9,543.21	0.00	58,572.79	Fillipow, Lauren C	BOLI Apprentice FF
85,374.83	0.00	0.00	7,119.20	58,572.79	Marquez, Andres G	FEMA FF
84,135.76	0.00	0.00	7,645.50	58,572.79	Cafferty, Travis J	FEMA FF
83,350.28	0.00	5,340.85	0.00	58,572.79	Heigel, Devon V	BOLI Apprentice FF
81,740.18	0.00	0.00	4,092.95	58,572.79	Laird, Corbin L	FEMA FF
67,562.83	0.00	2,263.00	0.00	58,572.79	Contreras Martinez, N	BOLI Apprentice FF
57,020.35	0.00	2,487.21	0.00	29,668.61	Flores, Gabriel A	BOLI Apprentice FF
17,213.37	0.00	1,222.69	0.00	13,147.40	Burkhart, Ayva T	BOLI Apprentice FF
7,025.38	0.00	13.76	0.00	4,236.08	Van Zee, Alexander V	FF Apprentice-BOLI
5,760,781.03	555,395	44,147	81,075	3,530,680		

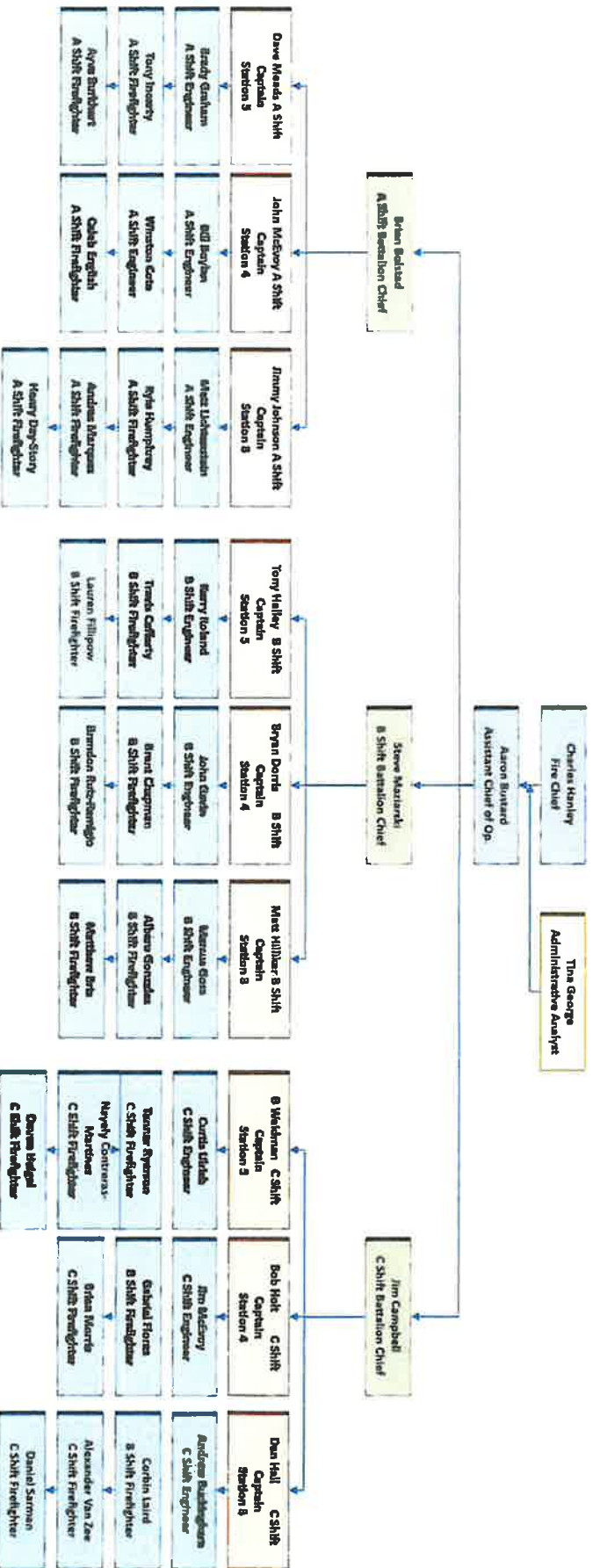
\*In 2023 Fire Chief Hanley received Leave Sell Back of \$22,685, Out of Class Pay of \$23,215, Educational Incentive of \$4,527 and Longevity Pay of \$3,553.

\*\* "Emergency" Overtime adds about 24% to the base salary cost of the permanent firefighter staff. Health Insurance cost \$30,542 for family coverage, \$20,149 single with children, \$11,120 single person

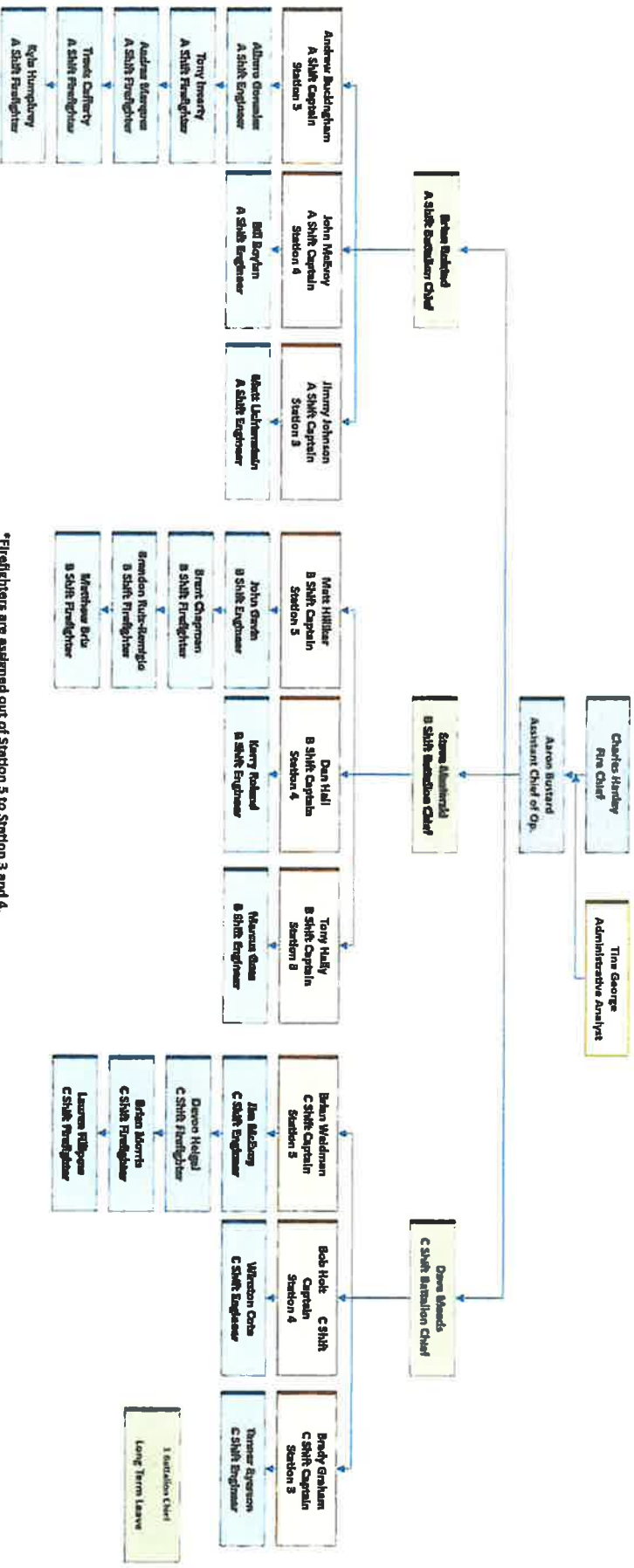
# 2018 Organizational Chart



# 2023 Organizational Chart



# 2024 (as of July 19th) Organizational Chart



\*Firefighters are assigned out of Station 5 to Station 3 and 4.