

# JACKSON COUNTY FIRE DISTRICT NO. 5



## BOARD MEETING AGENDA

June 11, 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.

### Join Zoom Meeting

<https://us02web.zoom.us/j/7827134557?pwd=MjJ0Y1Z0bXYva0RackFNN0NWQ2pQdz09&omn=85348751885>

Dial In: 2532050468

Meeting ID: 782 713 4557

Passcode: 8300

One tap mobile

+12532050468..7827134557#.... \*8300# US

Find your local number: <https://us02web.zoom.us/j/7827134557?pwd=MjJ0Y1Z0bXYva0RackFNN0NWQ2pQdz09&omn=85348751885>

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 May 7, 2024. Special Meeting May 14, 2024

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

Approval of Statement and Register for May 2024

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

Operations – *Update on Fire District operations during May 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-1 Budget*

- The Board of Directors will receive a proposal from staff to explore contracts for service, Intergovernmental Agreements and or contract employees to reduce the cost for specific administrative services.*

*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 the status of grant administration and a letter providing information on the services provided and history with Tactical Business Group.*

*Contracts - The Board of Directors will receive a briefing on the Automatic Mutual Aid Agreement between the Siskiyou County Fire Warden, and Jackson County Fire District No. 5.*

*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 the requested staff report on FTE positions pre and post Alameda. They will also receive a report with an organizational chart with compensation as requested by Director Luz.*

## 7. ACTION ITEMS - 7:15 PM

7.1 Director Volkhart would like the Board of Directors to authorize an investigation into the former Jackson County Fire District No. 5 Chair. Documents related to this item are included for review in the Board Meeting Agenda Packet.

## 8. FUTURE AGENDAS OR GENERAL BUSINESS - 7:30 PM

## 9. ANNOUNCEMENTS - 7:35 PM

## 10. LOCAL 2596 CORRESPONDENCE - 7:36 PM

## 11. JACKSON COUNTY FIRE DISTRICT No.5 VOL. ASSOCIATION CORRESPONDENCE - 7:41 PM

## 12. EXECUTIVE SESSION - 7:45 PM

ORS 192.660 (2) (F) - TO CONSIDER INFORMATION AND RECORDS THAT ARE EXEMPT BY LAW FROM PUBLIC INSPECTION.

## 13. ADJOURNMENT - 8:30 PM

*5811 South Pacific Highway Phoenix, OR. 97535*

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

# JACKSON COUNTY FIRE DISTRICT NO. 5



## Consent Agenda Documents

Regular Meeting May 7, 2024

Special Meeting May 14, 2024

Financial Statement & Check Register

*5811 South Pacific Highway Phoenix, OR. 97535*

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

---

**JACKSON COUNTY FIRE DISTRICT No. 5**  
**MINUTES OF THE BOARD OF DIRECTORS MEETING**  
**Station Five, 5811 South Pacific Hwy, Phoenix, Oregon**  
**May 7, 2024, at 3:30 p.m.**

**CALL TO ORDER:**

Lori Cooper, Legal Counsel, called the meeting to order at 3:30 p.m. and led the Pledge of Allegiance.

**OFFICERS OF THE BOARD:**

Chris Luz stated for the record that the County Commissioners swore in all board members. The District Board elected a chairperson, a vice-chairperson, and a secretary.

Chris Luz made a motion to elect Gregory Costanzo as Board Chair and John Karns as Vice Chair.

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

**ROLL CALL /MEMBERS PRESENT:**

Director Volkart, Director Pare-Miller, Director Costanzo, Director Luz, and Director Karns. Also, present were Fire Chief Hanley and Assistant Chief Bustard.

Director Costanzo made a motion to elect Director Volkart as Board Secretary.

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

**CONFIRMATION OF AGENDA:**

Deletion to agenda: Legal Counsel Laurie Cooper removed Executive Session Item Two (ORS 192.660 (2) (a) to consider the employment contract of the fire chief) from the agenda because it was the wrong statute. Discussion was had regarding the removal of Executive Session Item Two.

Director Volkart objected to having Executive Session item One (ORS 192.660 (2) (i) review and evaluation of the employment-related performance of the fire chief) without having an administrative review in place.

Discussion was had regarding whether or not to remove the item.

The Board of Directors made the change to move ORS192.660 (2) (t) -to consider information and records that are exempt by law from public inspection, to Item One and ORS 192.660 (2) (i) review and evaluation of the employment-related performance of the fire chief, to Item Two.

Director Costanzo made a motion for all Executive Sessions to be recorded. Discussion was had regarding recordings and future Executive Sessions.

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

Director Volkart made a motion to move Executive Sessions to the end of the agenda. Discussion was had regarding moving the Executive Sessions to the end of the meeting. Director Volkart withdrew the motion to move the Executive Sessions to the end of the agenda.

Discussion was had regarding other persons attending the Executive Session.

**EXECUTIVE SESSION:**

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

**ORS 192.660 (2) (i) REHEW AND EVALUATION OF THE EMPLOYMENT-RELATED PERFORMANCE OF THE FIRE CHIEF**

**CONSENT AGENDA:**

**Approval of Minutes** - Director Volkart proposed correcting the March 5<sup>th</sup> regular Meetings Minutes under Action Items. Corrected to "Resigned her position."

Director Luz made a motion to approve the February and March regular meeting minutes.

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

**Approval of Financial Statement and Check Register**

Director Volkart made a motion to approve the Financial Statement and Check Register.

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

**ANNEXATION:**

The Board of Directors voted to approve a Petition(s) by a Single Landowner for Annexation to a Rural Fire Protection District (Tax Lot Numbers: 306,201,305,303, 203, 101,302, 102, 300, 103, 100, 101, 200, 304 & 202). Discussion was had regarding the Annexation. (Document presented)

Director Luz made a motion to approve the Petition(s) by a Single Landowner for Annexation to a Rural Fire Protection District.

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

**PUBLIC COMMENT:**

None.

**STAFF REPORTS:**

**Budget** - The Board of Directors received an update on the FY-1 Budget. Discussion was had regarding the current budget.

**Audit**- The Board of Directors received an update on the review of financial statements and completion of the 133 Single Audit Requirements by Pauly Rogers. Discussion was had regarding the Audit.

**Letter of Support**- The Board of Directors received an update on the Talent Community Initiated Project appropriations request. Discussion was had regarding the Talent Community Initiated Project appropriations request. (Document presented)

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

**ACTION ITEMS:**

- A. The Board of Directors voted to adopt the Jackson County Fire District #5 Addendum to the Jackson County Natural Hazard Mitigation Plan. (Document presented)

Director Luz made a motion to adopt the Jackson County Natural Hazard Mitigation Plan.

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

- B. The Board of Directors voted to adopt Resolution R-2-24 and impose and categorize property tax in accordance with Article XI section 1 1 b of the Oregon Constitution. Discussion was had regarding Resolution R-2-24 and impose and categorize property tax. (Document presented)

Director Costanzo made a motion to adopt Resolution R-2-24 and impose and categorize property tax in accordance with Article XI Section 1 1 b of the Oregon Constitution.

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

**FUTURE AGENDAS OR GENERAL BUSINESS:**

**General Business:**

Director Volkart made a motion that the Board continue Director Volkart's previous complaint lodged against the former Chair to the next meeting in the interest of time. Discussion was had.

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

Director Costanzo made a motion to change the Board of Directors Meetings going forward from 3:30 p.m. to 6 p.m.

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

Director Luz made a motion to have a Special Board of Directors Meeting on Tuesday, May 21, 2024, at 6 p.m.

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

Discussion was had regarding reasons for future Special Meetings.

**Future Agendas Items:**

Meeting time and acceptability

Director Volkart Former Chair Complaint

Director Costanzo made a motion to place Fire Chief Hanley on Administrative Leave Immediately pending investigations to make sure allegations are either proven or disproven.

Director Costanzon spoke regarding the decision of his motion. No Discussion was had.

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

Fire Chief Charles Hanley spoke regarding his Administrative Leave. Fire Chief Hanley left the Board of Directors Meeting. A discussion was held between Chair Costanzo and Fire Chief Hanley regarding his leave.

Discussion was had regarding a succession plan for the Fire District and taking care of the Fire Chief on admin leave.

The Board of Directors took a recess.

Director Costanzo made a motion that somehow the Board come to a conclusion and move forward as soon as possible with an investigation encompassing all the allegations.

Discussion was had regarding Director Costanzo's motion to move forward as soon as possible with an investigation encompassing all the allegations.

Director Costanzo withdrew his motion to move forward as soon as possible with an investigation encompassing all the allegations.

Director Costanzo made a motion that legal counsel conduct/inquiry on the best person or company to do a legal or administrative investigation on allegations brought forward not only by the union but by special investigator Tim Doney. Discussion was had regarding legal seeking an investigator for the district.

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

Director Costanzo made a motion to follow the Fire District No. 5 succession plan per their policy and direct Deputy Chief (Assistant Chief) Aaron Bustard to the Acting Fire Chief. Discussion was had regarding directing Deputy Chief Aaron Bustard to the Acting Fire Chief.

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

Director Costanzo made a motion to have a Special Board of Directors Meeting on Tuesday, May 14, 2024, at 6 p.m.  
**Roll Call Vote:** Director Volkart Yes, Director Pare-Miller Yes, Director Costanzo Yes, Director Luz Yes, and Director Karns Yes. The Motion Passed.

**ANNOUNCEMENTS:**

Phoenix Government Safety Center Ribbon Cutting. Friday, May 17, 2024.

**LOCAL 2596 CORRASPONDANCE:**

Local 2596 IAFF Union Vice President spoke briefly regarding employee investigations. Discussion was had regarding current employee investigations along with employee morale.

Meeting Adjourned at 6:30 p.m.

Submitted by Tina Maziarski, Administrative Analyst

**JACKSON COUNTY FIRE DISTRICT No. 5**  
**MINUTES OF THE BOARD OF DIRECTORS MEETING**  
**Station Five, 5811 South Pacific Hwy, Phoenix, Oregon**  
**May 14, 2024, at 6 p.m.**

**CALL TO ORDER:**

Director Costanzo called the meeting to order at 6 p.m. and Director Luz led the Pledge of Allegiance.

**ROLL CALL /MEMBERS PRESENT:**

Director Volkart, Director Pare-Miller, Director Costanzo, Director Luz, Director Karns, and Acting Fire Chief Bustard.

**CONFIRMATION OF AGENDA:**

Discussion was had regarding:

- Weather legal would be present
- Questions regarding items on the agenda
- Acting Fire Chief roles

Legal counsel was called to join the meeting.

Discussion was had with legal regarding Action item A.

**ACTION ITEMS:**

- A. The Board of Directors voted to delegate to Acting Chief Bustard the authority perform all the duties of the Fire Chief, including the duties of grievance resolution and personnel disciplinary actions.

Director Costanzo made a motion to delegate to Acting Chief Bustard given the authority to perform all the duties of the Fire Chief, including the duties of grievance resolution and personnel disciplinary actions. Discussion was had regarding Acting Chief Bustard given the authority to perform all the duties of the Fire Chief.

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

Discussion was had regarding persons in Executive Session.

**EXECUTIVE SESSION:**

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

**PUBLIC COMMENT:**

None.

Director Volkart made a motion to direct the fire districts attorney to contact three investigators toward the investigation.

Director Luz made a motion to amend the motion to add that the attorney develop the scope of the investigation Discussion was had regarding whether to amend the motion. No changes were made to the motion.

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

Discussion was had regarding future agenda items and the agenda item process.

Discussion was had regarding the Station 3 ribbon cutting.

Meeting Adjourned 8:34 p.m.

Submitted by Tina Maziarski, Administrative Analyst



Jackson County Fire District 5 -- Revenues & Expenses

May 2024

Revenue	May-24	2023-2025	23-24 YTD	24-25	Total PTD	Variance	%Budg
		Budget		YTD	23-25		
Property Tax-Current	57,766	14,526,402	6,350,004	-	6,350,004	(8,176,398)	0.44
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	329,616	1,348,005	1,208,684	-	1,208,684	(139,321)	0.90
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	13,585	-	552,702	-	552,702	552,702	0.75
Debt/Lease Purchase Proceeds	-	1,125,000	848,034	-	848,034	(276,966)	-
<b>Beg. Fund Balance</b>	-	4,504,071	-	-	-	(4,504,071)	-
<b>Total Revenue</b>	<b>400,967</b>	<b>22,261,853</b>	<b>9,160,032</b>	<b>-</b>	<b>9,160,032</b>	<b>(13,101,821)</b>	<b>0.41</b>

Capital Projects Fund	May-24	2023-2025	23-24 YTD	4-25 YTD	Total PTD	Variance	%Budg
		Budget			23-25		
SCBA	-	-	-	-	-	-	-
Fire Apparatus	-	990,000	-	-	-	990,000	-
Station 4 (ST 2) Seismic Rehabilitation Project Completed	-	1,148,005	(1,103,651)	-	-	1,148,005	-
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>(1,103,651)</b>	<b>-</b>	<b>-</b>	<b>3,118,005</b>	<b>-</b>

====Expenditures=====

2 YEAR BUDGET

Personnel Services 3 Pay Periods In the Month of May	May-24	2023-2025 Budget	23-24 YTD	4-25 YTD	Total PTD	Variance	%Budg
			23-25				
Fire Chief - 1	20,495	346,000	163,962	-	163,962	182,038	0.47
Administrative Analyst - 1	9,334	165,000	74,669	-	74,669	90,331	0.45
Battalion Chief - 3/ Acting Chief 1	52,750	930,000	420,063	-	420,063	509,937	0.45
Captains - 9	103,043	1,730,000	814,987	-	814,987	915,013	0.47
Engineers - 14	83,775	1,754,000	786,244	-	786,244	967,756	0.45
Firefighters	-	320,000	-	-	-	320,000	-
FEMA Firefighters	94,086	1,505,250	794,045	-	794,045	711,205	0.53
BOLI Firefighters	50,065	802,600	358,407	-	358,407	444,193	0.45
Longevity	-	191,000	87,757	-	87,757	103,243	0.46
Overtime - AA	-	20,000	-	-	-	20,000	-
OT-Emergency Backfill	44,535	800,000	519,155	-	519,155	280,845	0.65
OT-Strike Team	-	20,000	-	-	-	20,000	-
EMT Incentive Pay	13,901	220,000	123,455	-	123,455	96,545	0.56
Out of Class/Standby Pay	7,648	160,000	42,375	-	42,375	117,625	0.26
Leave Sell Back	-	194,000	132,558	-	132,558	61,442	0.68
Payroll Expenses	1,929	140,000	66,862	-	66,862	73,138	0.48
Educational Incentive	2,709	50,000	23,664	-	23,664	26,336	0.47
Retirement/ PERS (FTE,FEMA,BOLI)	125,278	2,330,000	1,734,539	-	1,734,539	595,461	0.74
Health, Life, LTD, HRA Veba, Work Comp Insurance	78,518	1,800,000	1,129,781	-	1,129,781	670,219	0.63
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	-	200,000	28,073	-	28,073	171,927	0.14
Holiday Pay	-	120,000	-	-	-	120,000	-
Unemployment	-	10,000	610	-	610	9,390	0.06
Medicare	6,298	100,000	57,789	-	57,789	42,211	0.58
Social Security	-	8,000	-	-	-	8,000	-
Deferred Compensation	14,013	300,000	167,461	-	167,461	132,539	0.56

**Total Personnel Services**      708,377    14,426,250    7,528,375    -    7,528,375    6,897,875    0.52

2 YEAR BUDGET

Materials/Services	May-24	2023-2025	23-24 YTD	4-25 YTD	Total PTD	Variance	%Budg
		Budget	23-25				
<b>Administrative Support</b>							
Office Supplies/Daily Requirements	366	36,000	13,440	-	13,440	22,560	0.37
Information Technology	5,502	170,000	88,146	-	88,146	81,854	0.52
Legal	-	25,000	35,706	-	35,706	(10,706)	1.43
Labor Negotiations	-	2,000	-	-	-	2,000	-
Accounting & Audit	-	40,000	3,482	-	3,482	36,518	0.09
Election Expense	-	7,000	2,957	-	2,957	4,043	0.42
Postage & Freight	-	4,000	600	-	600	3,400	0.15
Misc. Bus. Exp./Prof. Svc, Professional Services	14,136	270,000	141,439	-	141,439	128,561	0.52
Awards/Incentives	-	2,000	-	-	-	2,000	-
<b>Apparatus</b>							
Fuels	3,638	150,000	44,675	-	44,675	105,325	0.30
Maintenance, Service Contract & Repair	7,224	400,000	226,551	-	226,551	173,449	0.57
<b>Communications</b>							
Dispatch Contract (ECISO)	-	350,000	171,637	-	171,637	178,363	0.49
Equipment, Service & Repair	-	45,000	3,318	-	3,318	41681.66	0.07
<b>Conferences &amp; Trainings</b>							
Training	674	90,000	75,927	-	75,927	14,073	0.84
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	2,741	50,000	16,098	-	16,098	33,902	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	104,097	-	104,097	55,903	0.65
Maintenance & Repair / Lease (Station 3)	4,641	250,000	70,235	-	70,235	179,765	0.28
Station Supplies	1,639	50,000	68,557	-	68,557	(18,557)	1.37

Utilities	5,106	190,000	91,722	-	91,722	98,278	0.48
<b>Firefighting Equipment &amp; Support (CAREER,FEMA, BOLI)</b>							
Equipment	274	170,000	27,881	-	27,881	142,119	0.16
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	-	-	-	-	-
Volunteer Expenses/CERT	-	3,000	-	-	-	1,000	-
Fitness	-	30,000	1,320	-	1,320	28,680	0.04
Physicals	-	75,000	3,700	-	3,700	71,300	0.05
Uniform Acquisition	-	54,000	1,083	-	1,083	52,917	0.02
<b>Total Materials/Service</b>	<b>45,941</b>	<b>2,813,500</b>	<b>1,230,763</b>	<b>-</b>	<b>1,230,763</b>	<b>1,582,737</b>	<b>0.44</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>



**Jackson County Fire District 5  
Check Register  
May 2024**

06/02/24

Date	Name	Account	Memo	Paid Amount
05/02/2024	Affordable Services LLC	11020 Cash in Bank - General		
04/08/2024		71003 Station Supplies		-240.00
TOTAL				-240.00
05/15/2024	All In One Rental	11020 Cash in Bank - General		
05/01/2024		71009 Apparatus Maintenance		-173.98
TOTAL				-173.98
05/15/2024	Amazon Business	11020 Cash in Bank - General		
04/30/2024		71001 Office Supplies/Equip		-203.24
		71003 Station Supplies		-598.62
		71009 Apparatus Maintenance		-36.34
TOTAL				-838.20
05/15/2024	Asante Physician Partners	11020 Cash in Bank - General		
04/30/2024		71054 Physical Exams		-4,868.00
TOTAL				-4,868.00
05/29/2024	Ashland City	11020 Cash in Bank - General		
		71017 Utilities		-28.95
TOTAL				-28.95
05/02/2024	AT&T Mobility	11020 Cash in Bank - General		
04/11/2024		71017 Utilities		-1,899.46
TOTAL				-1,899.46
05/10/2024	Avista	11020 Cash in Bank - General		
		71017 Utilities		-579.42
TOTAL				-579.42

**Jackson County Fire District 5  
Check Register  
May 2024**

06/02/24

Date	Name	Account	Memo	Paid Amount
05/15/2024	Cascade Fire Equipment	11020 Cash in Bank - General		
05/10/2024		71089 Fire Equipment		-165.00
TOTAL				-165.00
05/02/2024	Charter	11020 Cash in Bank - General		
04/21/2024		71017 Utilities		-52.43
TOTAL				-52.43
05/15/2024	Crystal Fresh Bottled Water	11020 Cash in Bank - General		
05/01/2024		71017 Utilities		-56.00
TOTAL				-56.00
05/01/2024	Don's Lock LLC	11020 Cash in Bank - General		
		71009 Apparatus Maintenance	Commercial Service Call - Locks	-124.00
TOTAL				-124.00
05/15/2024	Ferraris Investigations & Consulting LLC	11020 Cash in Bank - General		
05/07/2024		Management and Consulting	Personnel Investigations	-4,635.90
TOTAL				-4,635.90
05/15/2024	Frank's Landscape Maint & Construction	11020 Cash in Bank - General		
05/02/2024		71012 Station Maintenance		-570.00
TOTAL				-570.00
05/31/2024	Great America Financial Services	11020 Cash in Bank - General		
		75200 - IT Lease Payment	May Payment	-2,983.65
TOTAL				-2,983.65
05/02/2024	Home Depot Credit Services	11020 Cash in Bank - General		

**Jackson County Fire District 5  
Check Register  
May 2024**

06/02/24

Date	Name	Account	Memo	Paid Amount
05/02/2024		71012 Station Maintenance		-307.40
TOTAL				-307.40
05/09/2024	Hunter Communications	11020 Cash in Bank - General		
TOTAL		71017 Utilities		-855.87
05/02/2024	Industrial Scientific Corporation	11020 Cash in Bank - General		
04/30/2024		71003 Station Supplies		-449.75
TOTAL				-449.75
05/15/2024	Industrial Source	11020 Cash in Bank - General		
04/04/2024		71043 Rescue/EMS		-453.29
TOTAL				-453.29
05/15/2024	Industrial Source	11020 Cash in Bank - General		
04/30/2024		71043 Rescue/EMS		-204.72
TOTAL				-204.72
05/22/2024	InfoStructure	11020 Cash in Bank - General		
TOTAL		71017 Utilities		-761.19
05/02/2024	Jackson County Roads Administration	11020 Cash in Bank - General		
05/02/2024		71006 Fuels		-2,201.46
TOTAL				-2,201.46
05/15/2024	Local Government Law Group	11020 Cash in Bank - General		
04/30/2024		71013 Legal	General Legal Services	-2,680.50



**Jackson County Fire District 5**  
**Check Register**  
**May 2024**

06/02/24

Date	Name	Account	Memo	Paid Amount
04/30/2024		71013 Legal	Labor Legal Services	-990.00
<b>TOTAL</b>				<b>-3,670.50</b>
<b>05/15/2024</b>	<b>Medford Mobile Storage</b>	<b>11020 Cash in Bank - General</b>		
05/06/2024		Station Three Storage/Supplies		-960.00
<b>TOTAL</b>				<b>-960.00</b>
<b>05/02/2024</b>	<b>Mercy Flights, Inc.</b>	<b>11020 Cash in Bank - General</b>		
04/09/2024		71043 Rescue/EMS		-86.25
04/09/2024		71043 Rescue/EMS		-305.24
04/09/2024		71043 Rescue/EMS		-221.00
04/09/2024		71043 Rescue/EMS		-91.59
04/09/2024		71043 Rescue/EMS		-122.69
04/09/2024		71043 Rescue/EMS		-33.51
04/09/2024		71043 Rescue/EMS		-10.25
04/26/2024		71043 Rescue/EMS		-22.00
<b>TOTAL</b>				<b>-892.53</b>
<b>05/02/2024</b>	<b>Municipal Emergency Services</b>	<b>11020 Cash in Bank - General</b>		
04/02/2024		71009 Apparatus Maintenance	Raptor Chains	-1,955.93
<b>TOTAL</b>				<b>-1,955.93</b>
<b>05/02/2024</b>	<b>NAPA AUTO PARTS - PHOENIX</b>	<b>11020 Cash in Bank - General</b>		
04/18/2024		71009 Apparatus Maintenance	Handle	-7.75
<b>TOTAL</b>				<b>-7.75</b>
<b>05/15/2024</b>	<b>Ontario Investments, Inc.</b>	<b>11020 Cash in Bank - General</b>		
04/01/2024		75300 - MDC Equipment Lease		-1,835.37
<b>TOTAL</b>				<b>-1,835.37</b>
<b>05/07/2024</b>	<b>OSFM</b>	<b>11020 Cash in Bank - General</b>		
05/07/2024		40150 - Donations/Grants	OSFM Wildfire unspent funds	-23,429.00

**Jackson County Fire District 5  
Check Register  
May 2024**

06/02/24

Date	Name	Account	Memo	Paid Amount
TOTAL				-23,429.00
05/02/2024	Overhead Door Co.	11020 Cash in Bank - General		
05/02/2024		71012 Station Maintenance		-3,194.00
TOTAL				-3,194.00
05/15/2024	Pacific Office Automation, Beaverton OR.	11020 Cash in Bank - General		
05/05/2024		71017 Utilities	Ink	-36.40
TOTAL				-36.40
05/15/2024	Pacific Office Automation, Inc.	11020 Cash in Bank - General		
		71001 Office Supplies/Equip	Equipment Lease - Copy Machine Large	-365.61
TOTAL				-365.61
05/01/2024	Pacific Power	11020 Cash in Bank - General		
		71017 Utilities	Station Four Power	-168.90
TOTAL				-168.90
05/01/2024	Pacific Power	11020 Cash in Bank - General		
		71017 Utilities	Station Five Power	-342.92
TOTAL				-342.92
05/15/2024	Recology Ashland Sanitary	11020 Cash in Bank - General		
04/30/2024		71017 Utilities		-33.14
04/30/2024		71017 Utilities		-13.84
TOTAL				-46.98
05/01/2024	Recology Ashland Sanitary	11020 Cash in Bank - General		
		71017 Utilities		-320.51

**Jackson County Fire District 5**  
**Check Register**  
 May 2024

06/02/24

Date	Name	Account	Memo	Paid Amount
TOTAL				-320.51
05/02/2024	Rogue Community College	11020 Cash in Bank - General		
04/25/2024		71034 Training/Meetings		-2,128.00
TOTAL				-2,128.00
05/16/2024	Rogue Valley Sewer Services	11020 Cash in Bank - General		
		71017 Utilities		-66.66
TOTAL				-66.66
05/15/2024	SeaWestern	11020 Cash in Bank - General		
03/31/2024		71089 Fire Equipment		-1,050.00
04/24/2024		71089 Fire Equipment		-2,730.00
05/08/2024		71089 Fire Equipment		-109.25
TOTAL				-3,889.25
05/02/2024	Southern Oregon Apparatus Works	11020 Cash in Bank - General		
		71009 Apparatus Maintenance	Mobile Labor Water tender 5	-3,345.96
TOTAL				-3,345.96
05/15/2024	Specialty Fleet Consulting	11020 Cash in Bank - General		
05/03/2024		71009 Apparatus Maintenance	Fleet Consulting	-3,670.00
TOTAL				-3,670.00
05/31/2024	T'halialisa Jackson	11020 Cash in Bank - General		
05/31/2024		Contracted Payroll Services	5/10/24 - 5/24/24 Payroll	-1,500.00
TOTAL				-1,500.00
05/06/2024	Tactical Business Group	11020 Cash in Bank - General		
		Contract Services	Grant Writer Contracted Services	-8,000.00

**Jackson County Fire District 5**  
**Check Register**  
 May 2024

06/02/24

Date	Name	Account	Memo	Paid Amount
TOTAL				-8,000.00
05/17/2024	Tekmanagement, Inc.	11020 Cash in Bank - General		
		71002 IT/Website Maintenance	Monthly Contracted Services IT/24 Hour Help Desk	-5,501.90
TOTAL				-5,501.90
05/17/2024	TYREE	11020 Cash in Bank - General		
		71006 Fuels		-710.78
TOTAL				-710.78
05/02/2024	TYREE	11020 Cash in Bank - General		
		71006 Fuels		-725.98
TOTAL				-725.98
05/29/2024	US Bank St. Paul	11020 Cash in Bank - General		
		75011 Station 1 Interest/Fees	Station One Interest	-8,812.31
TOTAL				-8,812.31
05/15/2024	WCP Solutions	11020 Cash in Bank - General		
		71003 Station Supplies		-595.00
TOTAL				-595.00
05/28/2024	Wells Fargo Business Elite Card	11020 Cash in Bank - General		
		71003 Station Supplies		-678.98
		71012 Station Maintenance		-569.74
		71034 Training/Meetings		-259.00
		71043 Rescue/EMS		-2,741.00
TOTAL				-4,248.72

# JACKSON COUNTY FIRE DISTRICT NO. 5



## Staff Report Documents

**Operations Report May 2024**

**Budget Update/Proposals**

**Grant Administration Document**

**Contracts**

**Staffing Reports**

*5811 South Pacific Highway Phoenix, OR. 97535*

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

---

# JACKSON COUNTY FIRE DISTRICT NO. 5



## Operations Brief

### Call Volume

2024 YTD – 1217 Alarms vs 1261 in 2023, 3.5% decrease from 2023.

2024 YTD – Coeplin Alarms (1), Ashland Alarms (20), Medford Alarms (14), I-5 Alarms (88)

### Stations

- Station 3 Facility grand opening 5/17/24, Station will not open until the doors are installed.
- Station 4 Nothing to report.
- Station 5 Nothing to report.

### Operations

- Unit minimum staffing for May was 97.5%. Minimum staffing met 100%.

### Equipment

- E-3 out of service for refurbishment.
- New HME is being outfitted, projected in-service date of 7/24.
- New Type 6 is being outfitted and equipment installed, projected in-service date of 6/24.
- New Type 3 is under construction.
- Annual Pump and Hose service testing completed.
- Engine 105 Removed from service, will be declared surplus and sold.

### Training

- Annual Training at the Medford Airport.
- Tactical Emergency Casualty Care completed by members of each shift.

### Alarms of Interest

- Multiple small grassfires
- 5/6/24 Rollover MVC I-5 NB @ 13
- 5/11/24 Car Fire Dead Indian Memorial Hwy. MVC 5\*\*\* Hwy 66
- 5/15/24 MVC(Significant) Hwy 66 MP11
- 5/20/24 MVC with Extrication Colver Rd/Walden Lane
- 5/23/24 Structure Fire Lucys Taco Shop, Phoenix

*5811 South Pacific Highway Phoenix, OR. 97535*

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

# JACKSON COUNTY FIRE DISTRICT NO. 5



## EMS

- Engineer Buckingham has taken over as EMS Lead for the Fire District.

## Prevention

- Multiple home risk assessments. This is part of a program released by the State of Oregon where homeowners can request an assessment and are eligible for a grant to prepare for wildfire. The state provided no funding for providing the assessments, but fire agencies have been providing the service. We will advise of final numbers at a future time.
- New construction review and planning. Co-ordination with the City of Talent, and Phoenix.

## Public Relations

- Multiple address signs constructed and distributed around the District.
- Multiple meetings with homeowners and groups regarding wildfire preparation.
- Fire Extinguisher class held for the ODOT Port of Entry Staff

## Interagency

- Rogue Valley Fire Chiefs Operations group meeting. Updated responses for the valley to streamline requests.
- Rogue Valley Fire Prevention Co-operative meeting.
- City of Talent to discuss possible transfer of RV's to the Fire District for training and/or mobile temporary quarters. We also met to discuss a grant program from the state of Oregon for fuels reduction or risk reduction in the city and ways we can collaborate on projects.
- City of Phoenix, finishing up the construction of Station 3 and discussing possible ways to share administrative functions if possible.

*5811 South Pacific Highway Phoenix, OR. 97535*

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



**RUN POWERED BY ADP®**

**Proposal**

For Jackson County Fire District 5





03-19-2024

Jackson County Fire District #5

Enclosed is the proposal outlining the ADP® services we discussed and other information you may find helpful. Your interest in ADP is greatly appreciated!

If you have any questions concerning this proposal or our solutions, please don't hesitate to contact me.

Best Regards,

Rosa Blanco  
District Manager  
[rosa.blanco@adp.com](mailto:rosa.blanco@adp.com)



## Solution Summary for Jackson County Fire District #5:

Employees 35  
Payroll Frequency Bi-Weekly

WHEN YOU CHOOSE ***RUN POWERED BY ADP***<sup>®</sup>, HERE'S WHAT YOU CAN EXPECT:

- Print your own checks or have them delivered
- Pay employees using ADPCheck<sup>™</sup> or direct deposit
- Payroll in real time anytime, anywhere with secure online or mobile access
- Highly-skilled implementation specialists and both online and phone support
- Extensive online reports and general ledger exports to accounting software

**Recommended Solution: ADP HR Pro**



**Per Payroll Cost:** \$245.52\*\*



**One-Time Setup Fee:** \$0.00



**Cost Comparison:**  
1 - 2 Employee(s) \$145.76  
3 - 4 Employees \$150.03  
Per Each Employee(>4) \$3.08

\*\*In the event of additional jurisdictions, there will be a \$8.95 charge per month/jurisdiction.

### Promotions

6783 - 6 month free - 5+ pays, 4, 5, 6; non-PTA & PTA  
6784 - 6 month free - 5+ pays, 10, 11, 12; non-PTA & PTA

Promo expires 3/21

### Contact

Rosa Blanco  
[rosa.blanco@adp.com](mailto:rosa.blanco@adp.com)  
(484) 331-1354

\*This is a Proposal only. Fees are estimates and are subject to change based on variation in payroll details, frequency, features, number of employees, etc. Additional fees may be incurred if other services are purchased or for additional tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. The information contained in this proposal is confidential and proprietary and should not be shared with anyone outside your company.



## Solution Detail for Jackson County Fire District 5\*:

Employees	35
Payroll Frequency	Bi-Weekly
Start Date	03-26-2024

### Payroll

- Payroll Processing
- Tax Filing
- Electronic Reports
- Employee Access
- ADP Mobile Payroll
- General Ledger Interface
- Pay Option: FSDD Only
- Delivery
- New Hire Reporting
- Pay Options
  - FSDD
  - TotalPay
  - Check Stuffing/Signing
- Poster Compliance Update Service
- General Ledger Interface
- Garnishment Payment Service
- State Unemployment Service

### HR

- HR HelpDesk
- Applicant Tracking System - CareerPlug
- Background Checks (25 per year)
- Employee Handbook Wizard
- HR Forms and Documents
- HR Compliance Updates and Training
- HR Tracking (includes Performance, Education and others)
- Document Vault
- New Hire Paperwork
- Employee Assistance Programs
- Employee Perks Program
- Dedicated HR Team Support
- Employee Handbook Creation Services
- Employee/Employer Training
- Legal Support
- Employment Verification
- Lifemart

### Processing Investment

Product	Net Annual Fee	Billing Frequency	List Price	Discount	Net Price
<b>ADP HR Pro</b> Base price (\$225.75 ) + Per employee price (\$5.05 )	\$6,383.52	Bi-Weekly	\$402.50	39.00% (- \$156.98)	\$245.52 **

\*\*In the event of additional jurisdictions, there will be a \$8.95 charge per month/jurisdiction.

### Annual W2 Fees

Y/E Information Stmt, W2 35 W2's Base price (\$54.95) + Price per W2 (\$7.50)	Annually	\$317.45	\$317.45
W-2 Delivery	Annually	\$14.95	\$14.95

## Promotions

6783 - 6 month free - 5+ pays, 4, 5, 6; non-PTA & PTA

6784 - 6 month free - 5+ pays, 10, 11, 12; non-PTA & PTA

Total Savings with Promos: \$2659.80

*Promo expires 3/21*

\*This is a Proposal only. Fees are estimates and are subject to change based on variation in payroll details, frequency, features, number of employees, etc. Additional fees may be incurred if other services are purchased or for additional tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. The information contained in this proposal is confidential and proprietary and should not be shared with anyone outside your company.

CONFIDENTIAL



# ADP® HR Pro

Enhanced HR help and big business perks for you and your employees, plus tools to help manage compliance and your cashflow.

You're a small business owner. But that doesn't mean you don't want big business support and perks.

ADP HR Pro has powerful tools and enhanced services that can help you focus on growing your business, rather than worrying about running your business.

## People management features designed for your business

### Elevated HR support, administration and compliance

- **Enhanced HR HelpDesk support** – Access to a designated team of HR Business Advisors, available for both one-off questions and scheduled, proactive check-ins.
- **Enhanced Employee Handbook support** – We'll help you create a comprehensive, quality employee handbook based on state and federal employment law in just a few simple steps.

### HR technology

- **New Hire Onboarding** – Add new employees with just a few basic pieces of information and employees can enter their personal info, direct deposit, emergency contacts and federal tax withholding.
- **Document Vault** – Eliminate paper and get centralized, searchable access to stored employee and company documents, as well as a library of HR best practice templates.
- **ZipRecruiter®** – Post jobs to 100+ job boards and social media sites in one click. Reach millions of job seekers with one post. Easily manage, screen and quickly identify top candidates – all in one place.
- **Alerts and Notifications** – Track important dates like employee anniversary, performance reviews, and license and certification expiration dates.
- **HR Tracking** – Get 24/7 access to HR pages that help you track employee information, such as assigned property and performance, and advanced reporting.

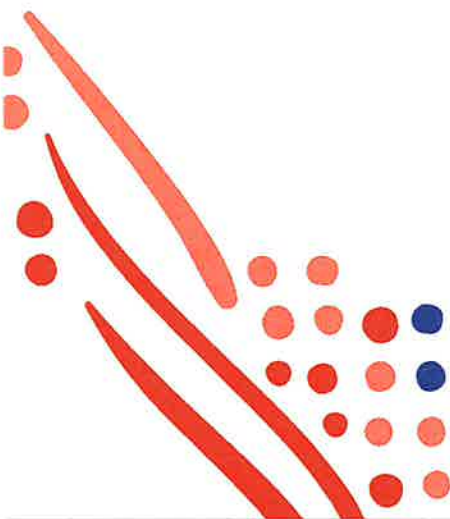
### Tools for you and your employees

- **Work-Life EAP Program** – Your employees can get the support they need, with access to counseling sessions, legal and financial referrals and consultations and more.
- **Trainings** – Participate in courses on Sexual and Workplace Harassment, HR Recordkeeping, Sales and more.

- **Business/Marketing Tools and Live Advice** – Take the guesswork out of growing your business with customized advice from Upnetic's business advisors plus web optimization services and marketing tools.
- **Discount Programs** – You and your employees get discounts on brand-name products and daily essentials.

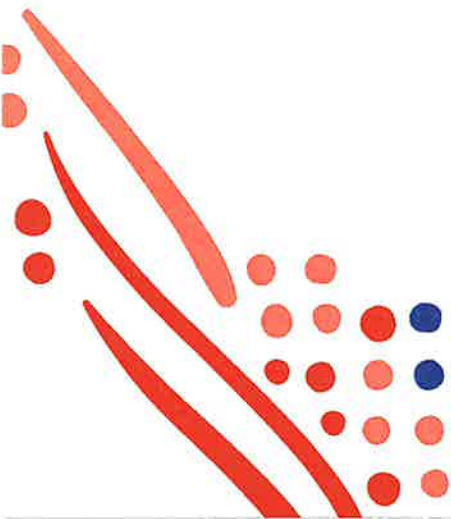
### HR support, administration and compliance

- **Background Checks** – Includes SSN Validation\*\*, 1 Criminal History Search\*\*\* for the current county of residence, and ADP's CrimRadar™\*\* only. 25 free background check bundles included annually.
- **Job Description Wizard** – Create customized job descriptions based on an extensive database.
- **HR Toolkits** – Navigate everyday HR and compliance responsibilities with step-by-step best practice guidelines, essential forms and documents, and related policies.
- **HR Forms & Documents** – Save time by obtaining key HR forms from our central library of thousands of best-practice documents, checklists, forms and policies.
- **State and Federal Compliance Database and Compliance Updates** – Get information about ever-changing state and federal employment laws with easy-to-read summaries of major regulations. Also get proactive alerts to help you stay on top of HR best practices and compliance requirements.
- **ADP® Employment Verification** - Helps you respond to employment and income verification requests when your employees apply for loans, lines of credit, or government benefits, freeing up time for you.



Always Designing  
for People™





### HR information and education

- **State and Federal Resources** – Help meet your core state and federal documentation requirements with convenient access to key government forms and documents.
- **Tip of the Week** – Receive practical how-to articles that provide best-practice information to help you complete your everyday employee management tasks.

### Cash and compliance management solutions

- **Flexible Payroll Input Options** – Enter your data online, by phone, or even on-the-go with our mobile payroll app. Your data is always safe and secure.
  - **RUN & Done®** – Automate your payroll, for salaried staff and hourly employees with standard hours, using RUN & Done. Set it up once and we'll run your payroll until you tell us to make a change.
- **Employee Access®** – Employees can manage their personal information and federal tax withholding, access payroll and tax history, as well as view available integrated products like time tracking, health benefits, retirement plans or company policies.
- **General Ledger Interface** – Export journal entries from ADP into QuickBooks®, Xero, Creative Solutions or a generic output file — without re-keying data.
- **Payroll Preview** – Preview payroll results before processing to help reduce errors.
- **Flexible Employee Pay Options** – Choose from three ways to pay your employees:
  - **ADPCheck™** – The most secure paycheck in the industry, signed and sealed with 10 advanced fraud protection features.
  - **Direct Deposit** – On payday, pay is automatically deposited in each employee's account. (Employees can also choose to have funds directly deposited to a Wisely® Direct debit card\*.)

- **Electronic Reports** – View, access, export and print different reports online, from payroll to tax to people.
  - **Global Health Event** - Access a series of reports to help you navigate the PPP loan forgiveness process. Also use dedicated payroll earnings and memo codes to streamline FFCRA and CARES Act compliance.
  - **Custom Reporting** – Choose the fields to include and their order, sort the data within columns, set filters and selection criteria, preview, print, export to multiple file formats and save custom reports for future use.
- **Tax Filing** – We'll calculate, deposit, file and reconcile your payroll taxes — and respond to inquiries from taxing agencies regarding the returns we file for you.
- **New Hire Reporting** – Helps protect your company from penalties due to mistakes or late filings.
- **New Hire Paperwork** – Quickly download state and federal new hire forms all in one convenient place.
- **Labor Law Poster Compliance Update Service** – We'll also enroll you in our Labor Law Poster Compliance Update Service to help you comply with these regulations.
- **Garnishment Payment Service** – A cost-effective, comprehensive solution that helps you manage your wage garnishment processing.
- **State Unemployment Insurance (SUI) Management** – ADP offers management of your state unemployment insurance claims, including providing claim responses to state agencies, reviewing benefit payments charged to your SUI account, protesting erroneous charges, and consulting on HR best practices.

### Legal Services

- **Upnetic Legal Services\*** – Access free and discounted legal services, including contract and document review, letters and phone calls, registered agents, and consultations on topics like workers' compensation, employment matters, tax, laws and more.

## For more information contact:

DM Name

DM Phone

DM Email

A late charge charge will apply to products ordered outside the adp logo and check bundle (e.g. single checks, direct deposit, records, regulatory notices, credit other court records, etc.)

\*Upnetic Legal Services powered by Legal Club® (of America) on a "pay-as-you-go" basis.

\*\*Only confirming social security number was issued and number confirmed on the death master database.

\*\*\*A \$55 state surcharge applies when ordering criminal searches from New York.

\*Wisely Direct is a prepaid account of funds directly to consumers by ADP. It can be used to receive direct deposits and income from other sources. Wisely Direct is not a pay card program or an employer-issued pay option.



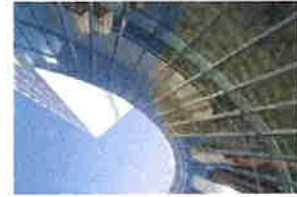




A more human resource.

We understand the challenges that small business owners like you face every day. In addition to keeping your doors open and your lights on, you must also effectively manage three things:

- You must carefully control cash flow in order to position your company for growth.
- You must find and develop the right talent--bringing in the right people and keeping those people engaged and satisfied in the work they do and the environment in which they do it.
- And finally you must minimize risk--doing everything you can to ensure that compliance issues won't divert your attention away from key business objectives and potentially harm the organization.



At any one time, one of these factors might take priority over another, but the business owners we work with tell us that these three things are always top of mind.

And that is why companies like yours, choose ADP's Small Business Services solutions. ADP's proven track record of innovation and integration means that you can focus on what matters - growing your business.



- You'll get cash management tools that will help you to be more proactive and predictive in meeting payroll and tax demands, allowing you to make smarter use of your financial resources.
- You'll have access to HR tools that will help you attract the right team members to help drive your success—helping to ensure that they remain engaged and productive as you grow.
- And, you'll be able to leverage integrated compliance solutions that help with payroll, tax, and HR challenges, thus helping you to minimize your exposure to risk.



**The best part of ADP solutions are that they grow with you.**



## TBG & JCFD5 History

Blake Jamison <blake@tacticalbusiness.com>

Thu 5/30/2024 3:49 PM

To: Aaron Bustard <bustard@jcf5.com>

Cc: Tina Marie-George Maziariski <tmaziarski@JCFD5.com>

Good afternoon,

I wanted to provide some clarification and a summary of the history of my company's role with JCFD5 as I understand that some questions have circulated regarding the contractual relationship between TBG and JCFD5, more specifically with past grants/reimbursements. Although I had the privilege of developing a close professional relationship with Chief Hanley and some of the previous board members between 2020 and now, you and I haven't had this opportunity yet and I have never met or communicated with any of the current JCFD5 board members in any capacity; so I believe that it is important that everyone is on the same page. I am copying Tina as well as I know that she was not apart of many of the initial discussions between Chief Hanley and I, or aware of some of the early programs that I secured funding through on behalf of JCFD5.

The two primary functions that Tactical Business Group serves is 1. as an ambulance/EMS billing agency, and 2. as a state and federal cost reporting consulting firm, which may seem surprising as TBG does not provide either of these services to JCFD5 (JCFD5 is not eligible to participate in these state/federal cost reporting programs as JCFD5 is not an ambulance provider). Having developed federal cost reporting programs while working for two separate state agencies, the Texas Health and Human Services Commission, and the Oregon Health Authority, state and federal cost reporting has been the focus of my career. I assist roughly 30 fire departments across the state of Oregon with these reports each year. Throughout my career, I have assisted both public and private entities with grants and other 'un-budgeted' funding sources, but this was not something that I spent a significant amount of my time on until 2020. When the pandemic initially hit in 2020, the cost reporting programs that I assist my clients with were halted as the agencies who oversee these programs were temporarily shut down. As the result, I had spare time to occupy and income to make up for, which led to me shifting my focus on grants. Ultimately, I chose to begin working on grants as several of my clients specifically requested this of me. The pandemic related shutdowns caused a sharp decline in ambulance revenues for many of my clients, and they were desperate to come up with the lost revenue through another mechanism. I began assisting them with grants by assessing a 10% contingency fee on the grants that I secured for them - my clients were thrilled with this fee schedule as they did not have to pay me unless they received funding for a grant that I secured for them.

In May of 2020, the Coronavirus Relief Fund (CRF) was developed as a pass-through payment program which was overseen by the Oregon Department of Administrative Services (DAS), as funded by the US Department of Treasury through the CARES Act. The funding for this program was limited to Oregon's special districts, and there was only roughly \$30 million available. The program operated on a first-come first-serve basis until the funding was exhausted. I took it upon myself to become educated with this program and began assisting clients in securing funding through CRF. In September of 2020, I was referred to Jimmy Johnson with JCFD5 by the Fire Chief of Sheridan Fire District, Les Thomas. After speaking with Jimmy, I scheduled a meeting to come to the JCFD5 office and speak with the Chief about the various grants that I was working with. After meeting with Chief Hanley, TBG entered into a contract with JCFD5 to perform grant application services on a contingent basis with a 10% fee. A copy of that contract was provided to the Board and included within the board packet, on two separate occasions.

Following the execution of the contract, I worked swiftly to secure JCFD5 roughly \$250,000 through the CRF Program. Unfortunately, the Alameda Fire occurred within days of the initial meeting between Chief Hanley



and I, which ultimately led me to assisting JCFD5 in securing numerous grants and legislative/congressional funding allotments in order to resolve the damages sustained to JCFD5/City of Phoenix property, and to ease the burden of the anticipated decline in property taxes that would be assessed within the next 1-2 years due to the reductions in property values that resulted from the several billions of dollars worth of damage caused by the Alameda Fire. Over the next year, I applied for funding on behalf of JCFD5 for numerous grant programs, in addition to working to secure \$13.7 million from the Oregon Lottery Bonds for the new Phoenix Government & Public Safety Center (which resulted from Oregon state legislative and US congressional appropriations), \$1.67 million through the Business Oregon for the seismic retrofit of the Neil Creek station, among other funding secured through other programs. On August 27, 2021, the FY2020 SAFER grant that I had applied for in February was approved, totaling to \$3,352,104.00 in funding for 12 new firefighters.

Following FEMA's issuance of this SAFER grant award to JCFD5, it was determined that a 10% fee on the SAFER program alone, let alone several other large projects that I assisted with, would be challenging for JCFD5 to come up with at the time. Having worked with JCFD5 staff daily for over a year at that point in time and understanding the funding limitations that JCFD5 was dealing with, I agreed to move forward with a contract that was initially presented to the board and took effect in October of 2021 that would essentially break up the commission owed to me from the SAFER grant work into monthly installments of \$8,000.00 that would continue for three years. During that time, I would continue to assist JCFD5 with grants (working at my sole discretion), at no additional charge. I never charged JCFD5 the 10% contingency fee that I was legally entitled to for the SAFER grant, or any of the other \$1million+ projects that I had already completed the work for at that time. This new contract was presented to the board and included within the board packet that was published for the October 19, 2021 board meeting, along with a summary of the major streams of revenue that TBG had secured for JCFD5 over the past year.

Since that contract has been in place, I have continued to secure numerous grants for JCFD5 without charging any additional fees for grant work performed, including the SAFER grant renewal that I applied for last year which was approved by FEMA contingent upon JCFD5's ability to issue layoff notices to the 12 firefighters funded by that program in a manner that JCFD5 was unable to meet due to the terms of the CBA with the union. I have also continued to work on legislative/congressional appropriation requests, submitted all of the SAFER funding requests (which I am not contractually obligated to do) each month, and assisted with audit, budget, and work relating to securing loans, none of which correlate with grant submissions and I have not charged additional fees to JCFD5 for under the new agreement. Most recently, in the absence of the auditors, I have created and maintained a depreciation schedule for JCFD5's capital assets dating to be FY2021.

From a financial standpoint, JCFD5 has been very fiscally responsible with contracting administrative services out rather than resuming the pre-pandemic office staffing level of three (Melinda, Doug, and Tina) which would leave the District with having to pay two more administrative salary and benefit packages than it currently is. But ultimately, the matter of whether or not this is a sustainable model is up to the Board members.

I have communicated with both Chief Hanley and Tina regarding the outcome of a new contract between TBG and JCFD5 as of October. If JCFD5 wishes to revise the terms, then I am happy to do so but all grant work will be performed on a contingent basis with a 10% fee assessed for grants that I am able to secure, and I will simply work on an hourly basis for all other administrative services such as SAFER grant payment requests, budget/audit related questions/assistance, etc.

It has been a pleasure to work with you so far and I have enjoyed the few conversations that we have had up to this point, and I am looking forward to further developing our working relationship on the various projects to come.

Sincerely,

**Blake Jamison** | Chief Executive Officer  
*Licensed Private Investigator | DPSST*  
*Certified Ambulance Coder | NAAC*  
*Oregon Notary Public*  
(541) 727-8236 | [Blake@tacticalbusiness.com](mailto:Blake@tacticalbusiness.com)

**Tactical Business Group**

Mailing: PO Box 788  
Medford, OR 97501-0057  
Office: 4497 Brownridge Terrace, Suite 102  
Medford, Oregon 97504-9173  
Office: (541) 708-2178  
Toll-Free: (855) 245-8228  
Ambulance/EMS Billing: (541) 841-2526  
Fax: (541) 973-2450  
General: [Info@tacticalbusiness.com](mailto:Info@tacticalbusiness.com)  
Ambulance/EMS Billing: [Billing@tacticalbusiness.com](mailto:Billing@tacticalbusiness.com)

[www.tacticalbusiness.com](http://www.tacticalbusiness.com)



*This transmission, together with any attachments, is intended only for the use of those to whom it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any distribution or copying of this transmission is strictly prohibited. If you received this transmission in error, please notify the original sender immediately and delete this message, along with any attachments.*

## AUTOMATIC / MUTUAL AID AGREEMENT BETWEEN THE SISKIYOU COUNTY SERVICE AREA NO. 4 AND JACKSON COUNTY FIRE DISTRICT 5

This agreement is entered into between the Siskiyou County Service Area No. 4 ("CSA-4"), through the Siskiyou County Fire Warden, and Jackson County Fire District 5, an Oregon Fire Rural Fire Protection District ("District"), collectively, the "Parties" and individually a "Party", for the purpose of providing Automatic / Mutual Aid to each other.

### 1. DEFINITIONS

- A. Automatic Aid: "Automatic Aid" is defined as the prearranged, automatic response by mutual aid fire companies utilizing the "Closest Resource" concept. Automatic aid is most commonly used in metropolitan, urban, and suburban areas between two or more fire agencies to a specific location with a specified number of resources.
- B. Closest Resource: The closest available unit will be dispatched by the dispatch center without any request for mutual aid. "Closest available unit" can include fire engine, water tender, ladder trucks, and rescue trucks and/or fire-rescue supervisors. This closest unit response will be referred to as an automatic aid response.
- C. Mutual Aid: "Mutual Aid" is defined as a reciprocal agreement between two or more fire agencies wherein each agrees to assist the other under certain conditions. Providing mutual aid is permissible on the part of the Responding Party, based on its ability at the time the aid is requested. Responding mutual aid forces become subject to the direction of the Fire Chief/Fire Warden of the Requesting Party or to the Incident Commander, if assigned directly to an incident.
- D. County Service Area 4 (CSA-4): Establishes extended County services of structural fire protection, as well as other fire related services for the protection of life and property outside of cities and fire protection districts. The County of Siskiyou annually contracts with CAL FIRE for the administration and operation of the Amador plan.
- E. Fire Warden: Siskiyou County Fire Warden
- D. Jackson County Fire District 5: Provides services of structural fire protection, as well as other fire related services for the protection of life and property within the fire protection district.
- F. Fire Chief: Fire Chief of a City, County, or independent Fire Protection District
- G. Incident Command System: The Incident Command System (ICS) is a standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.
- H. Incident Commander: The highest-ranking official of the jurisdictional agency(ies) at the scene of the incident initially establishes Command. The Incident Commander is responsible for overall management of the incident. It is his/her responsibility to prepare the Incident Objectives that, in turn, will be the foundation upon which subsequent incident action planning will be based. Incident Objectives will be based on the requirements of the agency and the incident. They should be broad, measurable and follow an ordered sequence of events.

### 2. MUTUAL RESPONSIBILITIES AND RIGHTS

- A. Each Party shall be responsible to ensure that responding personnel are provided protective clothing and equipment as required by California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et. Seq. or Oregon Occupational

**AUTOMATIC / MUTUAL AID AGREEMENT BETWEEN  
THE SISKIYOU COUNTY SERVICE AREA NO. 4 AND JACKSON COUNTY FIRE DISTRICT 5**

Safety & Health Division Chapter 437 Div. 2 General Occupational Safety & Health Rules 437-002-0182

- B. Each Party shall be responsible ensure that responding Engines meet the minimum Incident Command System typing standards for equipment.
- C. Both Parties' fire personnel shall train together at least once annually on standard operating procedures which apply to each Party. See Performance Standards, section 15.
- D. Both parties agree to accept each other's training qualification standards and all agency personnel will perform only to their level of certification.
- E. Each Party acknowledges that the timing of the request for mutual aid is critical to the effectiveness of the assistance being requested. Each Party agrees that in order to expedite the response to the request for mutual aid, field officers or dispatch center personnel may make the request for mutual aid as soon and in the most direct manner as possible and that the Requesting Party's designee may be the Incident Commander or the officer (or acting officer) on the apparatus responding to the incident. It is agreed by the Parties hereto that mutual aid assistance, when to be sent, shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this agreement.
- F. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.
- G. Both Parties' fire apparatus responding to an incident in the legal jurisdiction of the other will perform emergency operations as appropriate, under direction of the Incident Commander.
- H. Except as otherwise provided herein, each Party shall retain the responsibility for administrative work (including fire investigations and dissemination of public information) weed abatement and building inspections in and for their respective jurisdictions.
- I. The Parties hereto agree to provide to all other Parties to this agreement personnel and equipment as described in Attachment "A" which is incorporated herein by this reference. Notwithstanding anything to the contrary contained in this agreement, each Party's obligations pursuant to this agreement are subject to availability of resources and the commitment of any resource, personnel, equipment or any other firefighting or emergency assistance by a Party subject to the discretion of each Party's Fire Warden / Fire Chief or his or her designee. Further, the Parties hereto recognize and agree that such personnel and equipment shall be periodically unavailable under this agreement due to normal operating requirements. Responding is at the sole discretion of the Parties. The Responding Party's personnel and equipment shall be released from the incident as soon as operationally feasible. However, personnel and equipment shall not leave the incident until released by the Incident Commander. When any significant change occurs to the available equipment and/or personnel which shall last more than thirty (30) days, the Party experiencing such change shall notify the other Party to this agreement in writing.
- J. Each jurisdiction may maintain both local and regional mutual aid agreements with surrounding jurisdictions to facilitate the move-up and cover of resources as needed.
- K. Certain specialized types of emergency resources may not be made available subject to the provisions of this agreement, and that such resources may be

**AUTOMATIC / MUTUAL AID AGREEMENT BETWEEN  
THE SISKIYOU COUNTY SERVICE AREA NO. 4 AND JACKSON COUNTY FIRE DISTRICT 5**

available on a reimbursement basis and at the specific request of the Requesting Party.

- L. Parties will utilize the Yreka Interagency Command Center (YICC) for command, control and as the single ordering point for all emergencies within the County of Siskiyou.
- M. Parties will follow standard operating procedures outlined in SKU ECC Dispatching SOP and Frequency Management procedure document.

**3. COMPENSATION**

Each Party agrees that it will not seek from the other Party compensation for services rendered under this agreement. Each Party hereto shall all times be responsible to its own employees and volunteers for the payment of wages and other compensation and for carrying workmen's compensation upon said employees and volunteers; and each Party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel, volunteers and equipment are being used within the area of primary responsibility of that Party.

**4. TERM OF AGREEMENT**

This agreement shall commence as of the last date it has been signed by both Parties and in effect until either Party wishes to terminate the agreement.

**5. TERMINATION OF AGREEMENT**

- A. If either Party materially fails to perform its responsibilities under this agreement, or if either Party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either Party violates any of the terms or provisions of this agreement, then the other Party shall have the right to terminate this agreement for cause effective immediately upon the giving written notice thereof.
- B. Either Party may terminate this agreement without cause on 30 days' written notice to other Party.
- C. CSA-4's right to terminate this agreement may be exercised by the Fire Warden or his/her designee.
- D. District's right to terminate this agreement may be exercised by the Districts Fire Chief.

**6. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Parties shall be entitled to no other benefits other than those specified herein. Parties specifically acknowledge that in entering into and executing this agreement, Parties rely solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement may be agreed to in writing between both Parties' Fire Chief / Fire Warden, provided that the amendment is in substantially the same format as the CSA-4's standard format amendment.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**AUTOMATIC / MUTUAL AID AGREEMENT BETWEEN  
THE SISKIYOU COUNTY SERVICE AREA NO. 4 AND JACKSON COUNTY FIRE DISTRICT 5**

**7. NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

Inasmuch as this agreement is intended to secure the specialized services of each of the Parties to this agreement, neither Party may assign, transfer, delegate, or sublet any interest herein without the prior written consent of the other Party. The waiver by Parties of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**8. EMPLOYMENT STATUS OF PARTIES**

Each of the Parties to this agreement shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a separate legal entity, or to allow either Party to exercise discretion or control over the professional manner in which the other Party performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by each of the Parties shall be provided in a manner consistent with the professional standards applicable to such work or services in the States of California or Oregon. No additional benefits arise due to participation in assistance under this agreement.

**9. MUTUAL INDEMNIFICATION**

The Parties shall defend, indemnify, and hold harmless each other, their respective elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorneys' fees of a Party and counsel retained by a Party, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by any person employed by either Party, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the respective Party, its officials, officers, employees, agents, or volunteers. There shall be no liability imposed on any Party or its personnel for failure to respond to requests for aid. All damages or repairs to any equipment or apparatus that occur in the normal operation during the provision of aid under this Agreement shall be the responsibility of the owner jurisdiction. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**10. INSURANCE**

The Parties are self-insured public entities. Each Party will maintain General Liability, Property and Workers' Compensation Insurance coverage through its self-insured program. Each Party is self-insured for Automobile Liability.

**11. NOTICE OF CLAIM/APPLICABLE LAW/VENUE**

A. If any claim for damages is filed with District or if any lawsuit is instituted concerning District's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect CSA-4, District shall give prompt and timely notice thereof to CSA-4. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

**AUTOMATIC / MUTUAL AID AGREEMENT BETWEEN  
THE SISKIYOU COUNTY SERVICE AREA NO. 4 AND JACKSON COUNTY FIRE DISTRICT 5**

- B. If any claim for damages is filed with CSA-4 or if any lawsuit is instituted concerning CSA-4's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect District, CSA-4 shall give prompt and timely notice thereof to District. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- C. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State in which it occurs. Any litigation shall venue in county in which it occurs.

**12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION**

- A. Parties shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Parties shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, the Oregon Family Leave Act, Oregon Military Family Leave Act, or on the basis of any other status or conduct protected by law.
- C. Parties represent that they are in compliance with and agree that they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the California Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), Oregon Bureau of Labor and Industry Chapter 839 and regulations and guidelines issued pursuant thereto.

**13. ACCESS TO RECORDS; RECORDS RETENTION.**

District, County, federal, and state officials shall have access to any book, documents, papers, and records of the District that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of the District or CSA-4. Except where longer retention is required by federal or state law, the District shall maintain all record for five years after CSA-4 makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

District and CSA-4 shall maintain appropriate records to ensure proper documentation pertaining to the work performed or the services provided pursuant to this agreement. Access to these records shall be provided during normal business hours, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

District agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or county audit directly related to the provisions of this agreement.

**14. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

District's failure to comply with state and federal child, family, and spousal support reporting requirements regarding District's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement.

Automatic / Mutual Aid Agreement between Siskiyou County Service Area No. 4 and Jackson County District 5

**AUTOMATIC / MUTUAL AID AGREEMENT BETWEEN  
THE SISKIYOU COUNTY SERVICE AREA NO. 4 AND JACKSON COUNTY FIRE DISTRICT 5**

District's failure to cure such default within 90 days of notice by CSA-4 shall be grounds of termination of this agreement.

**15. LICENSES AND PERMITS**

Parties, their officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the States of California and Oregon, the County of Siskiyou, and all other appropriate governmental agencies, including any certification and credentials required by CSA-4 or District. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by either Party.

**16. PERFORMANCE STANDARDS**

Parties shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Parties' services.

**17. CONFLICTS OF INTEREST**

Parties' officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**18. NOTICES**

A. Any notices required or permitted pursuant to the terms and provisions of this agreement shall be in writing and shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing.

If to CSA-4:                       CSA-4  
Attn: Siskiyou County Fire Warden  
1809 Fairlane Rd.  
Yreka, CA 96097

If to District:                      Jackson County Fire Dist. No. 5  
Fire Chief  
5811 S. Pacific Hwy  
Phoenix, OR 97535

B. Written notice shall be deemed to be effective upon personal delivery, or if sent by first class mail, postage prepaid, two days after the date of mailing.

**19. AGREEMENT PREPARATION**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the California Civil Code or ORS 190.410



**AUTOMATIC / MUTUAL AID AGREEMENT BETWEEN  
THE SISKIYOU COUNTY SERVICE AREA NO. 4 AND JACKSON COUNTY FIRE DISTRICT 5**

**20. COMPLIANCE WITH POLITICAL REFORM ACT**

Parties shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of the Parties to disclose financial interests and to recuse from influencing any Parties' decision which may affect Parties' financial interests and/or ORS 244. If required by the County's Conflict of Interest Code, Parties shall comply with the ethics training requirements of California Government Code sections 53234, *et seq.* and/or ORS 244.

**21. SEVERABILITY**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or county ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**22. USE OF PROPERTY**

District shall not use CSA-4 premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of District's obligations under this agreement. CSA-4 shall not use District premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of CSA-4's obligations under this agreement.

**SIGNATURE PAGE FOLLOWS**

**AUTOMATIC / MUTUAL AID AGREEMENT BETWEEN  
THE SISKIYOU COUNTY SERVICE AREA NO. 4 AND JACKSON COUNTY FIRE DISTRICT 5**

**IN WITNESS, WHEREOF**, the Parties have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**Jackson County Fire Dist. No. 5**

Date: 5/10/2024

DocuSigned by:  
*Aaron Bustard*  
63B0F8979DF341F  
\_\_\_\_\_  
Aaron Bustard  
Acting Fire Chief of Jackson County Fire Dist. No. 5

**COUNTY SERVICE AREA NO. 4**

Date: 5/21/2024

*Michael N. Kobseff*  
\_\_\_\_\_  
Michael N. Kobseff  
Chair, Siskiyou CSA-4 Board of Directors

Date: 5/21/2024

*Wendy Dyer-Deputy*  
\_\_\_\_\_  
Laura Bynum  
Clerk, Siskiyou CSA-4 Board of Directors

**AUTOMATIC / MUTUAL AID AGREEMENT BETWEEN  
THE SISKIYOU COUNTY SERVICE AREA NO. 4 AND JACKSON COUNTY FIRE DISTRICT 5**

**ATTACHMENT "A"**

**1. RESPONSIBILITIES OF DISTRICT**

A. Provide Mutual / Automatic Aid response to all requests for assistance into the unincorporated area of Siskiyou County as depicted in Appendix A, attached hereto and incorporated herein, as follows:

- 1) Structure Fires, Residential and Commercial. District will provide one (1) engine with a minimum of two (2) personnel to all reported structure fires within Siskiyou County in the following Response Area(s) depicted on Appendix A
- 2) Vehicle Fires, Passenger or Commercial. District will provide one (1) engine with a minimum of two (2) personnel to all reported vehicle fires within Siskiyou County in the following Response Area(s) depicted on Appendix A
- 3) Traffic Collisions/Traffic Collisions with extrication or fire. District will provide one (1) engine or one (1) rescue with a minimum of two (2) personnel with extrication equipment to all reported Traffic Collisions within Siskiyou County in the following Response Area(s) depicted on Appendix A
- 4) Water/Low Angle Rescues. District will provide one (1) engine or one (1) rescue with a minimum of two (2) personnel to all reported Water/Low Angle Rescues within Siskiyou County in the following Response Area(s) depicted on Appendix A
- 5) Hazardous Materials Incidents. District will provide one (1) engine with a minimum of two (2) personnel to all reported Hazardous Materials Incidents within the Siskiyou County in the following Response Area(s) depicted on Appendix A

**2. RESPONSIBILITIES OF CSA-4**

A. Provide Mutual / Automatic Aid response to all requests for assistance into the unincorporated area of Jackson County as depicted in Appendix A, attached hereto and incorporated herein, as follows:

- 1) Structure Fires, Residential and Commercial. CSA-4 will provide one (1) engine with a minimum of two (2) personnel to all reported structure fires within Jackson County in the following Response Area(s) depicted on Appendix A
- 2) Vehicle Fires, Passenger or Commercial. CSA-4 will provide one (1) engine with a minimum of two (2) personnel to all reported vehicle fires within Jackson County in the following Response Area(s) depicted on Appendix A
- 3) Traffic Collisions/Traffic Collisions with extrication or fire. CSA-4 will provide one (1) engine or one (1) rescue with a minimum of two (2) personnel with extrication equipment to all reported Traffic Collisions within Jackson County in the following Response Area(s) depicted on Appendix A
- 4) Water/Low Angle Rescues. CSA-4 will provide one (1) engine or one (1) rescue with a minimum of two (2) personnel to all reported

**AUTOMATIC / MUTUAL AID AGREEMENT BETWEEN  
THE SISKIYOU COUNTY SERVICE AREA NO. 4 AND JACKSON COUNTY FIRE DISTRICT 5**

Water/Low Angle Rescues within Jackson County in the following Response Area(s) depicted on Appendix A

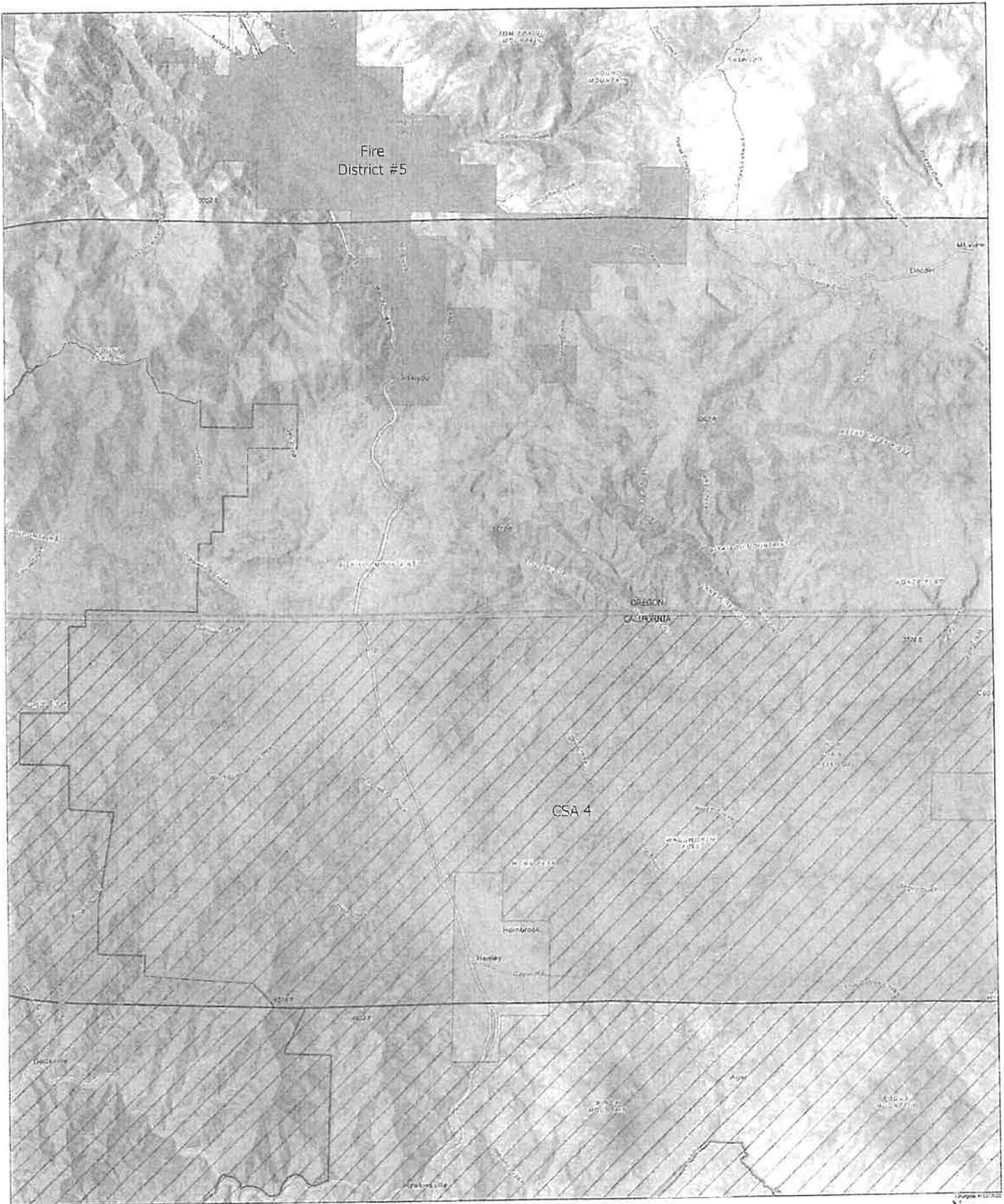
- 5) Hazardous Materials Incidents. CSA-4 will provide one (1) engine with a minimum of two (2) personnel to all reported Hazardous Materials Incidents within the Jackson County in the following Response Area(s) depicted on Appendix A

**3. DISPATCH PROCEDURES WITHIN CSA-4**

- A. All Incidents occurring within Siskiyou County will be administered by the Yreka Interagency Command Center (YICC) as the single ordering point.
- B. District will utilize and follow YICC Standard Operating Procedure 2.A.1, Command Center Operations – 8130 Radio Procedure and Terminology.

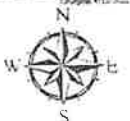
**3. DISPATCH PROCEDURES WITHIN DISTRICT**

- A. All Incidents occurring within Jackson County will be administered by Emergency Communications of Southern Oregon (ECSO) as the single ordering point.
- B. District/District will utilize and follow Rogue Valley Standing Orders and/or ECSO Standing Operating Procedures.



- 11 Mile Boundary Fire Districts
- ▬ FEDERAL
- ▬ LOCAL
- ▬ STATE
- Fire District #5
- ▨ CSA 4

# APPENDIX "A"





# JACKSON COUNTY FIRE DISTRICT NO. 5



## Action Items Documents

Action Item 7.1 Related Documents

*5811 South Pacific Highway Phoenix, OR. 97535*

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

---

From Director Derek Volkart, for the June 11 regular JCFD5 meeting,

I move that the JCFD5 Board authorize an investigation of the former JCFD5 Chair Vicki Purslow.

The Union allegations and timeline from the Union President email to the entire Board dated March 5 report that on more than one occasion Chair Purslow expressed her intent to withhold information from the Board, reinforcing my prior expressed concerns following the delayed presentation of Union allegations in February. March 5 is the meeting where Board members Purslow, Winters, and Halligan resigned en masse, rendering the Board unable to conduct business.

It is imperative that we understand the full extent of any malfeasance.

From publicly available records and communications to the Union I believe we may determine that Chair Purslow intentionally withheld urgent and sensitive information from the Board in an attempt to cover up Fire Union allegations of misconduct.

As elected officials we are entrusted by the Public to act in the best interest of the District. We ask for that trust and when elected (or appointed) we should serve the district residents with the upmost integrity. When a public official is exposed for knowingly violating that trust, the voters need to be informed in order to determine fitness for future office.

This investigation will serve the Board's interest in transparency and help inform this body on how to avoid future situations that would allow circumvention the Board and other malfeasance.

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 may be useful.



I submit this documented complaint to JCFD5 Board of Directors for probable violations of Board policies.

For transparency, and given the ongoing violations of Board policies, I have provided copies of this complaint to the public and press.

I move to remove ORS 192.660 (2) (i) REVIEW AND EVALUATION OF THE EMPLOYMENT-RELATED PERFORMANCE OF THE FIRE CHIEF from the February 20, 2024 Agenda item number 5 titled Executive Session.

I object to the inclusion of REVIEW AND EVALUATION OF THE EMPLOYMENT-RELATED PERFORMANCE OF THE FIRE CHIEF because this Board has not yet hired an investigator nor authorized an investigation of the allegations against the Fire Chief.

Given the seriousness of these allegations and the unacceptable delay in receiving the allegations, this is an urgent matter. However, to review and evaluate the Chief, apparently without an authorized appointment of an investigator is extremely premature, uncoordinated and potentially costly to the District.

As policy 4.1 provides, the Fire District Board has the sole authority over the hiring, supervision, and management of the Fire Chief and the District's legal counsel.

Policy 2.1 states, "Individual Board members have no authority to act on behalf of the Board or District unless a majority of the Board has delegated authority to him or her." A Director, acting individually would violate District policies.

Additionally, delaying review and evaluation of Chief Hanley until an authorized investigation is concluded, does not preclude the Board from placing Chief Hanley on an immediate administrative leave during that time.

Director Volkart - 2/20/24

I move that the Board authorize an investigation of Chair Purslow for (1) Failure to notify the board in a timely manner of employment-related complaints pertaining the Chief (Policy 4.1), (2) Speaking on behalf of the Board without authority, (Policy 2.1 and 2.8), (3) Acting independently without authority as provided by a majority vote of the Board (Policy 2.1 and 2.8), and (4) Failure to act in the best interest of the district (Policy 2.7)

I ask the Board to give serious consideration to Chair Purslow's apparent violations of our Board of Director Manual policies - actions that disregarded public safety and the best interest of the district, as well as created the appearance of a cover up.

**Chair Purslow has failed inform this Board of allegations against the Fire Chief with appropriate urgency.**

The Chair withheld the recent allegations from the Board at the time the January regular meeting was canceled and without calling a special meeting.

It is probable, based on events and timelines, since early January, Chair Purslow withheld from the Board of Directors, full knowledge of the recent allegations naming Chief Hanley. The allegations were not provided to the Board of Directors until the Union Representative requested Board intervention on February 6. The withholding of that information was at minimum a disservice to the Board of Directors, to District staff and to public safety, and must be investigated for its appearance as a cover up.

It should be unequivocally stated that the delay caused by withholding this information has **directly contributed to furtherance of the alleged misconduct by Chief Hanley, as time lined in the Union's complaint.**

**Chair Purslow may have violated Board policy by speaking on behalf of the Board to an investigator and toward an investigation.**

At the February 6 Board meeting, Chair Purslow suggested that the Board of Directors consider the Chair authority to represent the Board, without providing full context.

She made the suggestion prior to the Union Representative submission of allegations against the Chief. It appears that Chair Purslow needed the Board to delegate its authority in order to have to her previous independent actions conform to Board policies.

**Chair Purslow's argument appeared to be seeking post-hoc authority for acting independently on employment processes, without Board-delegated authority, around these uniquely egregious allegations.**

An investigation will allow the Board to assess Chair Purslow's conduct in relation to board policy.

Director Volkart - 2/20/24

Complaint Addendum from Director Volkart 2/20/24

I move to require all JCFD5 Executive Sessions to be audio recorded.

This morning at approximately 8:30 a.m., I traveled to the JCFD5 Station 5 to review a confidential document provided by the District's attorney. I asked for Chief Hanley or Tina, the Administrative Assistant. I was informed that the Chief was not in and Tina provided me with the legal document for my review in the conference room.

After only a few minutes the Chief arrived and I observed him storm past the conference room into Tina's office, shutting the door after entering. It appeared that he did not notice my presence. I could hear the Chief yelling and cursing before he departed Tina's office. I was shocked by the hostility.

Immediately thereafter I heard Tina sobbing as she was speaking to someone on the phone. Following my review of the confidential document, I returned it to Tina while she was wiping tears from her face. I asked if I could review the Executive Session from the last meeting. She informed me that they no longer record Executive Sessions.

I am compelled to report this incident based on the hostility I observed by the Chief and my discovery that the District is no longer recording Executive Session.