

**TANGENT RURAL FIRE PROTECTION DISTRICT**  
**Board of Directors Meeting**  
**February 13, 2019 – 7:00 p.m.**  
**AGENDA**

- I. CALL MEETING TO ORDER:** Chair Dunn.
- II. CITIZEN COMMENTS:**
- III. SEISMIC GRANT UPDATE:**
  - A. Angeline McFadden, rep from Mackenzie (architect/engineering services provider for Seismic Grant) – discussion and answer questions.**
  - B. Consideration of GeoEngineers, Inc., Contract for Geotechnical Engineering Design Services for Seismic Upgrade – explanation by McFadden and Casebolt.**
- IV. APPROVAL OF:**
  - A. Minutes - Regular Board Meeting – January 9, 2019.**
  - B. Financial Report – January 2019.**
- V. STANDING REPORTS:**
  - A. Volunteers Association - Walters.**
  - B. Fire Chief – Wooldridge.**
  - C. AC/Training Officer – Vonasek.**
  - D. Staff Captain - Chapin.**
  - E. Activity Report (January) – Vonasek.**
- VI. OLD BUSINESS:**
  - A. Grant Updates — Casebolt.**
  - B. Continued Discussion on Potential Remuneration Adjustment for Staff Captain’s Position.**
- VII. NEW BUSINESS:**
  - A. Consideration of Resolution No. 2019-03 (Recognizing and Appropriating Unanticipated LOSAP Forfeited Funds) – Wooldridge**
  - B. Discussion of Potential Staff Vehicle Additions.**
  - C. 2019-20 Budget:**
    - 1. Appointment of Budget Officer for 2019-20 Budget – Board.**
    - 2. Approval of 2019-20 Budget Timeline – Board.**
- VIII. GOOD OF THE ORDER:** [Awards Banquet – March 9, 2019](#)  
[Next Regular Board Mtg. – March 13, 2019.](#)
- IX. ADJOURNMENT.**

January 18, 2019

Tangent Rural Fire District  
32053 Birdfoot Drive  
Tangent, Oregon 97389

Attention: Scott Casebolt

Subject: Proposal  
Geotechnical Engineering Design Services  
Tangent Rural Fire District Station Seismic Upgrade  
32053 Birdfoot Drive  
Tangent, Oregon  
File No. 23786-001-00

## **INTRODUCTION AND PROJECT UNDERSTANDING**

GeoEngineers, Inc. (GeoEngineers) is pleased to submit this proposal to provide geotechnical engineering design services for the proposed Tangent Rural Fire District (TRFD) seismic upgrade project located at 32053 Birdfoot Drive in Tangent, Oregon.

In preparing this proposal, we reviewed the “General Guidelines for Soils Consultant” and the sketches from the Seismic Assessment Report completed by ZCS Engineering provided by Angeline McFadden with Mackenzie, corresponded with her, and reviewed nearby projects in our files and the geologic map for the area. Based on this information, we understand the seismic upgrade will include structural improvements to the fire station and possibly stormwater infiltration.

The proposed improvements are being completed in accordance with American Society of Civil Engineers (ASCE) 41-13. GeoEngineers has completed numerous similar projects and is familiar with the requirements.

## **SCOPE OF SERVICES**

The purpose of our services is to evaluate soil and groundwater conditions as a basis for developing geotechnical engineering design recommendations and to conduct a site-specific seismic hazard evaluation for the proposed project as required by the International Building Code (IBC). Specifically, we propose the following scope of services:



1. Review selected information regarding subsurface soil and groundwater conditions at the site, including reports in our files, geologic maps, and other geotechnical engineering related information for the project area.
2. Conduct a site visit to assess site access for exploration equipment and personnel, and mark proposed boring and infiltration locations.
3. Coordinate and manage the field investigation, including public utility notification and scheduling of subcontractors and GeoEngineers field staff. Public locates will be called in by our office as required by law, but locators may not mark beyond metered locations to clear specific boring locations. We can coordinate for a private locate company to access the site, if requested, for an additional fee of \$400.
4. Explore subsurface soil and groundwater conditions at the site by drilling one boring to a depth of up to 50 feet below ground surface (bgs), or practical refusal if encountered at a shallower depth. The boring will be backfilled as required by state law and surface disturbance minimized to the extent practical. Paved areas will be patched with cold patch. We have assumed soil cuttings from the drilled boring will be drummed and removed.
5. Obtain samples from the exploration, observe groundwater conditions, and maintain detailed logs in general accordance with ASTM International (ASTM) Standard Practices Test Method D 2488. Qualified staff from our office will observe and document field activities.
6. Perform laboratory tests on selected soil samples obtained from the explorations to evaluate pertinent engineering characteristics. Specific laboratory tests will depend on soil conditions encountered, but may include moisture/density tests, Atterberg limit tests, percent fines tests, and a corrosion suite.
7. Provide a geotechnical evaluation of the site, design recommendations and a site-specific seismic hazard analysis in a draft geotechnical report that will address the following geotechnical components:
  - a. A general description of site topography, geology, and subsurface conditions.
  - b. An opinion as to the adequacy of the proposed development from a geotechnical engineering standpoint.
  - c. Recommendations for site preparation measures, including: disposition of undocumented fill and unsuitable native soils; depth of material requiring rock excavation and method of removal; recommendations for temporary and permanent cut slopes; and constraints for wet weather construction.
  - d. Recommendations for earthwork, including managing groundwater, use of on-site and imported structural fill as well as fill placement and compaction requirements.
  - e. Our opinion regarding the stability of the slopes at the site, if applicable.
  - f. Presence of potentially expansive, deleterious, chemically active, or corrosive materials.
  - g. Recommendations for temporary excavation and excavation protection, such as excavation sheeting and bracing.
  - h. Recommendations for use in designing below grade walls, including backfill and drainage requirements, and static and seismic lateral earth pressures.

- i. Recommendations for shallow foundations to support the proposed improvements, including: minimum width and embedment; ultimate soil bearing pressures; settlement estimates (total and differential); coefficient of friction; and passive earth pressures for sliding resistance.
- j. General recommendations for deep foundation types that may be applicable to support the proposed structures. If required, uplift, compressive, lateral capacities and specifications for single piles can be provided as an additional service, if requested.
- k. Recommendations for underslab and foundation drainage, including pipe sizes, slope and spacing, if necessary.
- l. Recommendations for supporting on-grade slabs, including base rock, capillary break, and modulus of subgrade reaction.
- m. Seismic design parameters, including soil site class evaluation in accordance with the current version of the IBC, and a site-specific seismic hazard evaluation consistent with the requirements of State of Oregon Structural Specialty Code, Chapters 1 and 18, and the IBC, including a discussion on seismic setting, seismic hazards and design spectra as requested for essential or hazardous occupancy classified structures.
- n. Relevant specifications compatible with Architect/Engineer's (A/E) specification format.
- o. Provide a final geotechnical report that addresses comments on the draft report.
- p. **Add Alternate 1 – Infiltration Testing.** Conduct one infiltration test at a location to be determined by the civil engineer. We have assumed that infiltration testing will be conducted at a depth of 6 feet bgs or less using the down-hole falling head test method. Provide field measured infiltration rate in our report.

Our geotechnical work will be directly supervised by a professional geotechnical engineer licensed in the state of Oregon. Our engineer will apply their professional seal to the final report.

## ASSUMPTIONS

In preparing this proposal, we have made the following assumptions with respect to the geotechnical engineering services:

1. We will be provided full access to the site to conduct field explorations.
2. Traffic control services will not be required to perform drilling operations.
3. A trailer-mounted drill rig can access the exploration location.
4. Public utility locating service will be able to access the exploration areas and mark the utilities in the area. If private locates are required, we can coordinate for a private locate company to access the site if requested for an additional fee of \$400.
5. Fieldwork can be conducted during regular business hours and no special permits are required.
6. A water source will be provided by TRFD on site if infiltration testing is requested.
7. Concrete coring will not be required to complete our subsurface explorations.

- 8. Contaminated soils will not be encountered during our exploration and sampling. If contaminated or suspected contamination is encountered (based on field screening), we will stop drilling operations, notify you, and discuss how to proceed.

**SCHEDULE, TERMS AND FEES**

**Geotechnical Engineering Design**

We understand that TRFD is requesting the draft geotechnical report be completed by February 6, 2019, and the final geotechnical report be completed by February 13, 2019. We have tentatively scheduled the drilling for February 1<sup>st</sup>, the earliest date available. We anticipate that the subsurface explorations will take 1 day to complete, and that laboratory testing will take 1 week to complete. We will provide our draft geotechnical report within 2 weeks of the conclusion of our drilling. Based on this schedule, we can provide our draft report by February 15<sup>th</sup>. We can provide our final report within 1 week of receiving comments on the draft report. We assume review comments will be minor. We will need prompt authorization to proceed (ATP) to meet this schedule.

Our scope of services described above will be provided on a lump-sum basis for the fees outlined in Table 1. Our services will be completed in accordance with the General Conditions that are attached and part of this proposal, or alternate mutually agreed terms.

**TABLE 1. GEOTECHNICAL DESIGN SCOPE AND FEE SUMMARY**

| Description                              | Estimated Fees |
|--|----------------|
| Base Fee                                 | \$7,800        |
| Add Alternate 1 – Infiltration Testing   | \$1,000        |
| <b>Total (including Add Alternate 1)</b> | <b>\$8,800</b> |

Services requested and authorized in addition to the preceding scope of services will be provided in accordance with the attached Schedule of Charges.

**Construction Observation Services**

Construction observation services will be provided on a time-and-expense basis in accordance with the attached Schedule of Charges. It is difficult to accurately estimate our total construction observation fees because our involvement will depend on the rate at which construction proceeds, weather conditions and the number of site visits required. We estimated our budget costs for this project assuming two part-time site visits. Our budget is based on the level of effort described in the following table.



**TABLE 2. CONSTRUCTION OBSERVATION SERVICES ESTIMATED FEES**

| Scope Item No.         | Task Description  | Fee            |
|------------------------|---|----------------|
| 1                      | Part-time construction observation (estimated three visits (max 2 hours on site per visit) at an estimated cost of \$525 per visit), including travel time, mileage, travel expenses, testing equipment, and reporting. | \$1,050        |
| 2                      | One proctor laboratory compaction test.   | \$300          |
| 3                      | Project management and office engineering, including field report review, requests for information (RFIs), consultation, submittal review, scheduling, and administrative support.                                      | \$600          |
| 4                      | Letter of Compliance  | \$500          |
| <b>Estimated Total</b> |   | <b>\$2,450</b> |

Additional required or requested services will be discussed with you and will not be undertaken without your prior approval.

### LIMITATIONS

Our services are for the exclusive use of TRFD, Mackenzie, and their authorized agents for this project. There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than those listed above shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.



We appreciate the opportunity to submit this proposal. Please call if you have questions regarding this submittal.

Sincerely,  
GeoEngineers, Inc.



Tygh Gianella, PE  
Staff Engineer



Greg A. Landau, PE, GE  
Associate Geotechnical Engineer

TNG:GAL:cje

Attachments:

- General Conditions—Standard 2018
- Schedule of Charges—Salem 2019

One copy submitted electronically



The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been otherwise provided in writing.

Tangent Rural Fire District

|              |                       |
|--------------|-----------------------|
| ORGANIZATION | * SIGNATURE           |
| DATE         | TYPED OR PRINTED NAME |

\*Individual with contracting authority.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Copyright© 2019 by GeoEngineers, Inc. All rights reserved.



## GENERAL CONDITIONS

### Definitions

The words and phrases listed below have the following meanings when used in this Agreement:

**“Agreement”** means the complete agreement between Client and GeoEngineers, and consists of all of the following: 1) The Services Agreement or Proposal, including the Scope of Services contained within it; 2) These General Conditions and its attached Schedule of Charges, as applicable; 3) Any documents expressly incorporated by reference into the Services Agreement, Proposal or General Conditions; 4) Any modifications to this Agreement, if mutually agreed to by the parties in writing.

**“Client”** means the individual(s) or entity that has entered into this Agreement with GeoEngineers.

**“GeoEngineers”** means GeoEngineers, Inc., a Washington corporation, and any of its employees, officers and directors. GeoEngineers is sometimes referred to as “us,” “we” or “our” throughout this Agreement.

**“Hazardous Materials”** means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

**“Scope of Services”** means the sum total of all of our activities and all of the Instruments of Service undertaken or provided pursuant to this Agreement.

**“Excluded Services”** means those services that we are not providing under this Agreement, which includes any services recommended to Client and which Client chooses not to include in our Scope of Services.

### Integrated Written Agreement

This Agreement represents the entire and integrated agreement between Client and GeoEngineers and supersedes all prior communications, negotiations, representations or agreements, either written or oral between the parties. No agreement or understanding varying or extending this Agreement shall bind either party, other than by a subsequent written agreement, signed by Client and GeoEngineers.

GeoEngineers has made no promise or inducements to Client to enter into this agreement other than what is explicitly provided in the agreement. Client is not relying on any representations made by GeoEngineers outside of those embodied in this Agreement.

### Conflicts

Any alteration to these General Conditions or appended terms and conditions by Client shall be void and not included as part of this Agreement unless mutually agreed to in writing by both parties. In the event of conflict between these General Conditions and any terms appended by the Client that are agreed to by the parties and incorporated as part of this Agreement, the terms of these General Conditions shall prevail.

### Standard of Care and Warranty Disclaimer

GeoEngineers will endeavor to perform its professional services with that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same discipline at the same time and location. No warranty or guarantee, either express or implied, is made or intended by this Agreement or by any report, opinion, or other Instrument of Service provided pursuant to this Agreement.

### Client Furnished Information and Obligations

Client will provide GeoEngineers with the following: a description of the property; the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact our work; and the nature and location of any known or suspected hazardous materials that may exist on the property. Client understands that GeoEngineers is not responsible for damages to underground

utilities, facilities or structures known by Client to exist and not specifically or correctly identified to us, and Client agrees to indemnify GeoEngineers for these damages to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS. GeoEngineers is neither responsible nor liable for the creation, existence, or presence of any hazardous materials, including asbestos, present at the work site prior to or during the performance of this Agreement, except any hazardous materials generated solely by us, our agents or subcontractors.

Additionally, the Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. GeoEngineers may use such information, requirements, reports, data, surveys and instructions in performing the services and is entitled to rely upon their accuracy and completeness.

### Permits and Agency Arrangement

If included in the Scope of Services, GeoEngineers will assist Client in applying for necessary permits and licenses. Client may, upon written acceptance by GeoEngineers, designate GeoEngineers as its agent for the purposes of drafting permit and/or license applications. GeoEngineers' agency authority under this arrangement shall be limited solely to the completion and submission of the permit and/or license applications. GeoEngineers will rely upon data collected by and information provided by Client in preparing the applications. GeoEngineers shall not be responsible for errors or inaccuracies contained in data and information supplied by Client. Client shall assume full responsibility for reviewing, understanding and signing all permit and license applications drafted by GeoEngineers.

GeoEngineers cannot and does not guarantee that permits or approvals will be issued by the governing authorities, and will not be subject to any claims, losses or damages allegedly incurred as a result of Client's failure to obtain the necessary permits and approvals.

Client waives any claim against GeoEngineers relating to errors or inaccuracies in data and information provided by Client and permit-related project delays caused by other parties, including, but not limited to Client, project opponents, and permitting or licensing agencies.

### Rights of Entry

Unless otherwise agreed to in writing, Client will provide for right of entry and any authorizations needed for us to enter upon property to perform our Services under this Agreement.

### Surface and Subsurface Disturbance

GeoEngineers will take reasonable precautions to minimize surface and subsurface disturbance. However, in the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement unless specifically included in our Scope of Services.

### Discovery of Hazardous Materials

“Unanticipated hazardous materials” are any hazardous materials that may exist at the project site, but which this Agreement does not identify as present and whose existence is not reasonably anticipated. The discovery of unanticipated hazardous materials will constitute a changed condition that will require renegotiation of the Scope of Services or termination of this Agreement.

The discovery of unanticipated hazardous materials may necessitate that we take immediate protective measures. If we discover unanticipated hazardous materials, we will notify Client as soon as practicable. Based on our professional judgment, we may also implement protective measures in the field. Client will pay the cost of any such additional protective measures.

Client is responsible for reporting releases of hazardous substances to appropriate government agencies as required by law.

Client waives any claim against GeoEngineers relating to the discovery of unanticipated hazardous materials and will indemnify GeoEngineers to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS.



## Off-site Disposal of Hazardous Materials

Client acknowledges that GeoEngineers is not and shall not be required to be in any way an ‘arranger’, ‘operator’, or ‘transporter’ of hazardous materials present or near the project site, as these terms are defined in applicable Federal or State Statutes. In addition, Client shall sign all manifests for the disposal of substances affected by regulated contaminants.

However, if the parties mutually agree that GeoEngineers sign such manifests and/or to hire for Client a contractor to transport, treat, or dispose of the hazardous materials, GeoEngineers shall do so only as Client’s agent. Client agrees to defend, indemnify, and hold harmless GeoEngineers, its officers, directors, employees and agents from any claim, suit, arbitration, or administrative proceeding, damages, penalties or liability that arise from the executing of such manifests on Client’s behalf.

Further, GeoEngineers will, at Client’s request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but GeoEngineers shall not make any independent determination about the selection of a treatment, storage, or disposal facility.

## Unanticipated and Changed Conditions

Actual subsurface conditions may vary from those encountered at the specific locations where GeoEngineers conducts its surveys or explorations. We can only base our site data, interpretations and recommendations on information reasonably available to us. Practical and reasonable limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geological and geotechnical conditions even when we have followed the standard of care.

The discovery of unanticipated or changed conditions may require renegotiation of the Scope of Services or termination of services. GeoEngineers reserves the right to solely determine the continued adequacy of this Agreement in light of any discovery of conditions that were not reasonably anticipated or known at the time of this Agreement. If we determine that renegotiation is necessary, GeoEngineers and Client will in good faith enter into renegotiation of this Agreement to permit us to continue to meet Client’s needs. If Client and GeoEngineers cannot agree on new terms, we reserve the right to terminate this Agreement and receive payment from Client for all services performed and expenses incurred up to and including the date of termination. Underground utilities that are not properly indicated on plans and specifications provided to GeoEngineers by others or not reasonably located by the utility owner will be considered a changed condition under this clause.

## Site Safety

GeoEngineers will maintain a safety program for our employees. GeoEngineers specifically disclaims any authority or responsibility for general job site safety and for the safety of persons who are not employed by us. GeoEngineers is not responsible for the job safety or site safety of the general project and is not responsible for compliance with safety programs and related OSHA and state regulations that apply to other entities or persons. Client is independently responsible for requiring that its construction or remediation contractors take responsibility for general job site safety.

## Construction and Remediation Observation

The conclusions and recommendations for construction or remediation in our reports are based on limited sampling and the interpretations of variable subsurface conditions. Therefore, our conclusions and recommendations shall be deemed preliminary unless or until we are requested by Client to validate our assumptions and finalize our conclusions and recommendations by reviewing preconstruction design documents and observing actual construction or remediation activities on site. If our Scope of Services does not include preconstruction plan review and construction/remediation observation, then any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to GeoEngineers.

Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or

procedures selected by any contractor or agent of Client or any third party to this Agreement.

Further, a duty to provide contract administration or contract management services may not be imputed from GeoEngineers’ professional actions or affirmative conduct when on the job site.

## Sample Retention and Disposal

We will discard nonhazardous samples 60 days after they are obtained, unless Client makes prior arrangements to store or deliver the samples. Samples containing hazardous materials regulated under federal, state or local environmental laws are the property and responsibility of Client. Client will arrange for lawful disposal, treatment and transportation of contaminated samples at Client’s expense, unless Client makes other written agreements regarding their disposal.

## Identification of Other Contaminants

Sampling and Analysis Plans (SAPs) typically specify the contaminants of interest (COIs) on a site and the standard EPA/state agency analytical methods (Standard Methods) to be used by laboratories for determining the estimated concentration of such COIs in soil and water samples. GeoEngineers’ instructions notwithstanding, application of Standard Methods by an analytical laboratory may occasionally result in the inadvertent identification of contaminants that are not COIs. If in the course of GeoEngineers’ laboratory data validation review non-COI contaminants are identified with COI-equivalent data quality and analytical values at or above regulatory action levels, GeoEngineers will disclose such results to Client with appropriate recommendations, which may include recommendations for reporting to regulatory agencies. Client actions subsequent to any such disclosure shall be at Client’s sole risk, and Client shall indemnify and hold harmless GeoEngineers from any claims, liabilities, damages or costs arising from the discovery of regulated non-COIs to the extent provided in the INDEMNIFICATION SECTION in these GENERAL CONDITIONS.

## Confidential Information

Unless otherwise agreed to in writing by the parties, each party expressly undertakes to retain in confidence, and to require its employees and consultants to retain in confidence, all data and/or information of the other party that is not generally known to the public, whether of a technical, business or other nature, that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure reasonably ought to be treated as proprietary and confidential (“Confidential Information”). Each party agrees not to use the Confidential Information of the other party except pursuant to this Agreement. The receiving party will not disclose any item of Confidential Information to any person other than its employees, agents or contractors who need to know the same in the performance of their duties except as may be required by law or judicial order. The receiving party will protect and maintain the confidentiality of all Confidential Information of the disclosing party with reasonable care, including but not limited to informing all employees, agents or contractors to whom Confidential Information is disclosed of the confidentiality obligations imposed by this Agreement. Confidential Information does not include any data or information which the receiving party can prove (a) was in the receiving party’s lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party not under an obligation of confidentiality; (c) is independently developed by the receiving party; or (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality. Notwithstanding the foregoing, GeoEngineers may use the Client’s name and logo in connection with identifying its prior customers and projects. Data and/or information that is disclosed due to a party’s computer systems being hacked or through other such improper or illegal cyber conduct, including but not limited to phishing and viruses, shall not be considered a disclosure under this paragraph.

## Instruments of Service and Proprietary Methodologies

Reports, field data, laboratory data, analyses, calculations, estimates, designs and other documents prepared by GeoEngineers are Instruments of Service and remain our property. We will retain final project records for a period of 20 years from completion of our services.

Neither Client nor any other party may modify or use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise outside the scope of this Agreement, without our prior written permission. GeoEngineers is not responsible for such modification or reuse (unless such

modification or reuse is expressly authorized by GeoEngineers in writing). Client will defend, indemnify, and hold GeoEngineers harmless against any claims, damages, or losses relating to such modification or reuse to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

GeoEngineers grants Client a limited license to utilize its Instruments of Service for the purposes described in the scope of services, and for maintenance of the Project thereafter, subject to any limitations expressed in the Instruments of Service. GeoEngineers may withdraw or terminate that limited license at any time if Client fails to comply with this Agreement, including but not limited to the circumstance in which Client fails to timely pay outstanding invoices. In the event that GeoEngineers withdraws the limited license, Client herein acknowledges that Client is prohibited from using the Instruments of Service for any purpose from that date forward. GeoEngineers will not be responsible nor liable, and Client will hold GeoEngineers harmless for any damages or injury flowing, or allegedly flowing, from Client's inability to utilize the Instruments of Service as a result of the circumstances described herein. Client herein agrees that injunctive or other relief is appropriate if GeoEngineers believes that Client is utilizing the Instruments of Service in a manner contrary to this paragraph or as otherwise described in the preceding paragraphs under this Article titled "Instruments of Service and Proprietary Methodologies." This paragraph shall survive the termination of this Agreement.

GeoEngineers may provide Client with Instruments of Service that include pre-existing content or data which are generated at least in part by or derived from proprietary and or patented methodologies and systems. GeoEngineers may also apply proprietary and or patented methodologies and systems in fulfilling the terms of this agreement, and may also make temporarily available to Client a working knowledge of such proprietary and or patented methodologies and systems during the term of this agreement.

Notwithstanding anything to the contrary, GeoEngineers shall retain ownership over all intellectual property rights including, but not limited to, inventions, patents, copyrights, know how, trade secrets, and trademarks in such Instruments of Service and their associated data and in the proprietary and or patented methodologies and systems. Subject to full payment by Client to GeoEngineers of all amounts owed hereunder and the terms of any licensing agreement between the parties, GeoEngineers grants to Client a nonexclusive, nontransferable license to use the Instruments of Service. Client shall not distribute, rent, lease, service bureau, sell, sublicense, or otherwise transfer the Instruments of Service or their data or content, unless previously agreed to in writing by GeoEngineers, and shall not decompile, reverse engineer, disassemble, reverse translate, or in any way derive any trade secrets or source code from the Instruments of Service. Unless otherwise specified in writing between the parties, no such Client use of Instruments of Service shall give rise to any right in the Client to use the proprietary and or patented methodologies and systems referred to herein. During and only during the term of this agreement, GeoEngineers grants to Client a nonexclusive, nontransferable license to employ such proprietary and or patented methodologies and systems as have been disclosed to Client by GeoEngineers pursuant to fulfilling the terms of this agreement.

Data stored in electronic media format can deteriorate or be modified inadvertently or otherwise. When transferring documents in electronic media format, we make no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by us.

We shall not be responsible for any alterations, modifications or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without our consent. Client shall defend, indemnify and hold us harmless against any claims, damages or losses arising out of the reuse of the electronic data without our written consent and arising out of alterations, modifications, or additions to the electronic data made by anyone other than GeoEngineers to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

All documents, including the electronic files that are transferred by us to Client are Instruments of Service of GeoEngineers and created for this project only, and no representation or warranty is made, either express or implied, concerning the files and data.

## Billing and Payment

We will bill for our services monthly. Payment is due on receipt of the invoice unless otherwise agreed to in writing. Client will notify GeoEngineers within 20 days of receipt of invoice of amounts in dispute. A service charge of 1-1/2% per

month shall apply to any undisputed amounts that are more than 30 calendar days past due and amounts in dispute where Client has not notified GeoEngineers within the 20-day period. In addition to any past due amount, Client will pay all of our reasonable expenses necessary for collection of any past due amounts including, but not limited to, attorneys' fees and expenses, filing fees, lien costs and our staff time. Collection efforts for past due amounts by GeoEngineers shall not be subject to the DISPUTES clause of these GENERAL CONDITIONS.

Payment of invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by GeoEngineers. Payment to GeoEngineers for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. Payment to GeoEngineers shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties.

## Adjustment for Increased Costs

GeoEngineers reserves the right to invoice Client for additional charges incurred in the event of an unanticipated increase in project-related taxes, fees or similar levies; or if GeoEngineers must modify project-related services, facilities or equipment to comply with new laws or regulations or changes to existing laws or regulations that become effective after execution of this Agreement.

GeoEngineers revises its Schedule of Charges annually. Therefore, we reserve the right to modify our Schedule of Charges applicable to our services if performance of this Agreement extends beyond 12 months, or if changes in the project schedule result in our services extending into the next calendar year.

## Scope of Services and Additional Services

Our engagement under this Agreement includes only those services specified in the Scope of Services. GeoEngineers has no duty to provide services beyond those explicitly described in the scope of services or as may be changed (provided that such changes do not materially change the original scope), or added via a signed directive by the Client, as described more fully in the next paragraph. Client understands and agrees that GeoEngineers' scope will not be expanded by, and no duties or responsibilities may be imputed from GeoEngineers' actions or affirmative conduct when on site.

If agreed to in writing by the Client and GeoEngineers, GeoEngineers shall provide the changed or additional services which shall become part of the Scope of Services and subject to the terms of this agreement. Such services shall be paid for by the Client in accordance with GeoEngineers' then prevailing Schedule of Charges unless otherwise agreed to in writing by the parties.

Client agrees it will not hold us liable and expressly waives any claim against GeoEngineers for 1) not performing additional services that Client instructed us not to perform, 2) not performing additional services that were not specifically requested in writing by Client and agreed to by both parties, 3) not performing recommended additional services that Client has not authorized us to perform.

## Termination of Services

### Termination for Cause

Either party may terminate this Agreement upon at least seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Such termination is not effective if the failure is cured before expiration of the period specified in the written notice. Upon termination for cause by either party, all invoices for services performed up to the date of termination are immediately due and payable.

### Termination for Convenience

Either party may terminate this Agreement for convenience upon seven (7) days written notice to the other. In the event that Client requests early termination of our services for convenience, we reserve the right to complete such analyses and records as are necessary to place our files in order and to complete a report on the services performed to date. Charges for these termination activities are in addition to all charges incurred up to the date of termination. Upon termination for convenience by either party, all invoices for services performed up to the date of termination and termination fees defined herein are immediately due and payable.

## Suspension of Services

If the project or GeoEngineers' services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoEngineers shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate GeoEngineers for expenses incurred as a result of the suspension and resumption of its services, and GeoEngineers' schedule and fees for the remainder of the project shall be equitably adjusted.

If GeoEngineers' services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoEngineers may terminate this Agreement subject to the terms in the "Termination for Convenience" clause.

If Client is in breach of the payment terms, states their intention not to pay forthcoming invoices, or otherwise is in material breach of this Agreement, GeoEngineers may suspend performance of services upon five (5) calendar days' notice to Client or terminate this Agreement according to the "Termination for Cause" clause. In the event of suspension, GeoEngineers shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by Client's breach of this Agreement. In addition, we may withhold submittal of any work product if Client is in arrears at any time during the performance of services under this Agreement. Upon receipt of payment in full of all outstanding sums due from Client, or curing of such other breach which caused GeoEngineers to suspend services, GeoEngineers shall resume services and submit any withheld work product, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of such suspension. Any suspension by GeoEngineers exceeding 30 calendar days shall, at GeoEngineers' option, make this Agreement subject to renegotiation or termination according to the "Termination for Cause" clause in this Agreement.

In the event Client has paid a retainer to GeoEngineers, GeoEngineers shall be entitled to apply the retainer to cover any sums due from Client up to the date of suspension. Prior to resuming services after such suspension, Client shall remit to GeoEngineers sufficient funds to replenish the retainer to its full prior amount.

## Delays

The Client agrees that GeoEngineers is not responsible for damages arising directly or indirectly from any delays for causes beyond GeoEngineers' control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, terrorist acts, wars or other emergencies or acts of God; failure of any government agency to act in a timely manner, failure of performance by the Client or the Client's Contractors or other Consultants; or unanticipated discovery of any hazardous materials or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by GeoEngineers to perform its services in an orderly and efficient manner, GeoEngineers shall be entitled to an equitable adjustment in schedule and/or compensation.

## Indemnification

GeoEngineers will indemnify and hold the Client harmless from and against any claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of death or bodily injury to persons or damage to property to the extent proven to be caused by or resulting from the sole negligence of GeoEngineers, its agents or its employees. For any such claims, liabilities, damages or costs caused by or resulting from the concurrent negligence of GeoEngineers and other parties, including the Client, the duty to indemnify shall apply only to the extent of GeoEngineers' proven negligence.

The Client will defend, indemnify and hold GeoEngineers, including its subsidiaries and affiliates, harmless from and against any and all claims (including without limitation, claims by third parties and claims for economic loss), liabilities, damages, fines, penalties and costs (including without limitation reasonable attorney fees and costs of defense) arising out of or in any way related to this project or this Agreement, provided that Client's indemnification obligations shall not apply to the extent of the proven negligence of GeoEngineers, its officers, agents and employees.

Client's indemnification obligation shall include, but is not limited to, all claims against GeoEngineers by an employee or former employee of Client, and Client expressly waives all immunity and limitation of liability under any industrial insurance act, worker's compensation act, disability benefit act, or employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. Client's waiver of immunity by the provisions of this paragraph

extends only to claims against GeoEngineers by Client's current or former employees and does not include or extend to any claims by Client's employees or former employees directly against Client.

Client's duty to defend in this paragraph means that Client shall assume the defense of such claim using legal counsel selected or approved by GeoEngineers and GeoEngineers shall be entitled to participate in the strategy and direction of the defense. In the course of defending a claim under this paragraph, Client shall not compromise or settle the claim without GeoEngineers' consent unless: (i) such settlement or compromise only involves monetary relief that is paid in full by Client, (ii) GeoEngineers is not liable for any such settlement or compromise, and (iii) there is no finding or admission that GeoEngineers is or was liable under any legal theory for damages relating to the claim.

By entering into this Agreement, Client acknowledges that this Indemnification provision has been reviewed, understood and is a material part of the Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

## Limitation of Remedies

GeoEngineers' aggregate liability responsibility to Client, including that of our subsidiaries and affiliates, officers, directors, employees, agents and subconsultants, is limited to \$50,000 or the amount of GeoEngineers' fee under this Agreement, whichever is greater. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory, (including without limitation, GeoEngineers' indemnity obligations in the previous paragraph) related to our services under this Agreement and any continuation or extension of our services.

If Client desires a higher limitation, GeoEngineers may agree, at Client's request, to increase the limitation of remedy amount to a greater sum in exchange for a negotiated increase in our fee. Any additional charge for a higher limit is consideration for the greater risk assumed by us and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the provision of services under this Agreement.

By entering into this Agreement, Client acknowledges that this Limitation of Remedies Clause has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

## Insurance

GeoEngineers maintains Workers' Compensation and Employer's Liability Insurance as required by state law. We also maintain comprehensive general, auto, professional and environmental impairment liability insurance. We will provide copies of certificates evidencing these policies at the request of the Client.

## Mutual Waiver of Consequential Damages

In no event will either party be liable to the other for any special, indirect, incidental or consequential damages of any nature arising out of or related to the performance of this Agreement, whether founded in negligence, strict liability, warranty or breach of contract. In addition, Client expressly waives any and all claims against GeoEngineers for any liquidated damages liability that may be incurred by or assessed against Client.

## Disputes

Any dispute, controversy or claim arising out of our related to this Agreement or its breach that is not resolved through negotiation between the parties, must be referred to mediation before pursuing any other dispute remedy. Each party shall bear its own costs and attorneys' fees arising out of the mediation and the costs of the mediation shall be divided equally between the attending parties.

If the matter has not been resolved through the mediation process, either or both parties may elect to pursue resolution through litigation. The parties submit to the jurisdiction of the State of Washington and agree that any legal action or proceeding arising out of or relating to this Agreement must be brought in the Superior Court in King County, Washington.

Client expressly agrees that before Client can bring a claim or cause of action against GeoEngineers as provided above, based on professional negligence or breach of the professional standard of care, Client will obtain the written opinion of a licensed or registered professional practicing in the same licensing

jurisdiction as the project in dispute. The professional who prepares the written opinion must be licensed or registered in the discipline or technical specialty that is the basis for the dispute. The written opinion of the licensed or registered professional must indicate that, in the professional opinion of the writer, GeoEngineers violated the prevailing standard of care in delivery of its services. Further, the written opinion must describe the basis for that opinion and a conclusion that the alleged failure to comply with the standard of care was the cause of all or part of the alleged damages. The written opinion must be made available to GeoEngineers for review and comment at least 10 days before the claim or cause of action can be submitted to litigation. The parties agree that this clause was mutually negotiated and is an integral part of the consideration for this Agreement.

### Choice of Law

This Agreement is governed by and subject to interpretation pursuant to the laws of the State of Washington.

### Biological Pollutants

Our Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and/or any of their byproducts.

Our Instruments of Service will not include any interpretations, recommendations, findings or conclusions pertaining to Biological Pollutants. Accordingly, Client agrees that GeoEngineers will have no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless GeoEngineers from all claims by any third party concerning Biological Pollutants to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

### Claims Assistance for Client

If a construction contractor or other party files a claim against Client, relating to services performed by GeoEngineers and Client requires additional information or assistance to evaluate or defend against such claims, we will make our personnel available for consultation with Client's staff and for testimony, if necessary. We will make such essential personnel available upon reasonable notice from Client and Client will reimburse GeoEngineers for such consultation or testimony, including travel costs, at the rates that apply for other services under this Agreement. We will provide services in connection with any such claims pursuant to a written supplement, if necessary, extending this Agreement.

### Time Bar to Legal Action

The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, including but not limited to claims sounding in tort or in contract, and arising out of any alleged loss or any alleged error, will become barred two (2) years from the completion of GeoEngineers' services.

### No Third Party Rights

Nothing in this Agreement or as a consequence of any of the services provided gives any rights or benefits to anyone other than Client and GeoEngineers. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and GeoEngineers and not for the benefit of any other party. No third party shall have the right to rely on the product of GeoEngineers' services without GeoEngineers' prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

### Assignment of Contract or Claims

Neither the Client nor GeoEngineers may delegate, assign, sublet, or transfer the duties, interests or responsibilities set forth in this Agreement, or any cause of action or claim relating to the services provided under this Agreement, to other entities without the written consent of the other party.

### Survival

These terms and conditions survive the completion of the services under this Agreement and the termination of this Agreement, whether for cause or for convenience.

### Severability

If any provision of this Agreement is ever held to be unenforceable, all remaining provisions will continue in full force and effect. Client and GeoEngineers agree that they will attempt in good faith to replace any unenforceable provision with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

### Equal Opportunity Employment

**GeoEngineers is an Equal Opportunity and Affirmative Action Employer. GeoEngineers shall abide by, and shall require that any subcontractors or vendors hired by GeoEngineers abide by, the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) which are incorporated as part of this Agreement. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

## Schedule of Charges – 2019

### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

#### Professional Staff

|                                     |    |          |
|-------------------------------------|----|----------|
| Staff 1 Engineer/Scientist/Analyst  | \$ | 99/hour  |
| Staff 2 Engineer/Scientist/Analyst  | \$ | 110/hour |
| Staff 3 Engineer/Scientist/Analyst  | \$ | 120/hour |
| Engineer/Scientist/Analyst 1        | \$ | 127/hour |
| Engineer/Scientist/Analyst 2        | \$ | 135/hour |
| Senior Engineer/Scientist/Analyst 1 | \$ | 152/hour |
| Senior Engineer/Scientist/Analyst 2 | \$ | 163/hour |
| Associate                           | \$ | 185/hour |
| Principal                           | \$ | 210/hour |
| Senior Principal                    | \$ | 220/hour |

#### Technical Support Staff

|                          |    |          |
|--------------------------|----|----------|
| Administrator 1          | \$ | 69/hour  |
| Administrator 2          | \$ | 74/hour  |
| Administrator 3          | \$ | 79/hour  |
| CAD Technician           | \$ | 85/hour  |
| CAD Designer             | \$ | 94/hour  |
| CAD Design Coordinator   | \$ | 103/hour |
| Technician               | \$ | 54/hour  |
| Senior Technician        | \$ | 65/hour  |
| Lead Technician          | \$ | 73/hour  |
| Environmental Technician | \$ | 83/hour  |

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

**Equipment**

|   |    |        |
|---|----|--------|
| Air Quality Equipment, per day                                  | \$ | 150.00 |
| Air Sparging Field Test, per day                                | \$ | 500.00 |
| Asbestos Sample Kit, per day                                    | \$ | 25.00  |
| Blastmate, per week   | \$ | 300.00 |
| Crack Gauges, per gauge   | \$ | 25.00  |
| D&M Sampler, per day (1 day min.)                               | \$ | 80.00  |
| Dive Boat (plus fuel), per day                                  | \$ | 750.00 |
| Electrical Tape, per day  | \$ | 25.00  |
| Environmental Exploration Equipment, per day                    | \$ | 150.00 |
| Field Data Acquisition Equipment, per day                       | \$ | 50.00  |
| Flow Meter, per day   | \$ | 40.00  |
| Gas Detection and Oxygen Meters, per day (1 day min.)           | \$ | 100.00 |
| Generator, per day (1 day min.)                                 | \$ | 100.00 |
| Geotechnical Exploration Equipment, per day                     | \$ | 125.00 |
| Groundwater Development and Sampling Pump, per day (1 day min.) | \$ | 100.00 |
| Groundwater Monitoring Equipment, per day                       | \$ | 220.00 |
| Hydrolab Multi Probe, per day                                   | \$ | 125.00 |
| Inclinometer, per day (1 day min.)                              | \$ | 200.00 |
| Interface Probe, per day  | \$ | 50.00  |
| Nuclear Density Gauge, per hour (4 hour daily min.)             | \$ | 10.00  |
| Peristaltic Pump, per day                                       | \$ | 50.00  |
| pH Meter, per day   | \$ | 15.00  |
| PID, FID or OVA, per day  | \$ | 100.00 |
| Saximeter, per day  | \$ | 25.00  |
| Scuba Diving, per day/per diver                                 | \$ | 250.00 |
| Single Channel Data Logger w/Transducer, per day                | \$ | 100.00 |
| Strain Gauge Readout, per day                                   | \$ | 40.00  |
| Tedlar Bags & Air Sampling Equipment, per sample                | \$ | 15.00  |
| Turbidity Testing Equipment, per day                            | \$ | 30.00  |
| Underwater Camera - Video, per day                              | \$ | 150.00 |
| Vapor Extraction Field Test, per day                            | \$ | 500.00 |
| Vehicle usage, per mile, or \$50/day, whichever is greater      | \$ | 0.65   |
| Water Quality Equipment, per day                                | \$ | 125.00 |

*Specialized and miscellaneous field equipment, at current rates, list available upon request.*

**OTHER SERVICES, SUPPLIES AND SPECIAL TAXES**

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

**Associated Project Costs (APC)**

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

**All rates are subject to change upon notification.**

**MINUTES/FINANCIAL/STANDING REPORTS**

**Board of Directors  
Regular Board Meeting  
Minutes – January 9, 2019**

**Board Members Present:** John Dunn, Paul Strombeck, Scott Richards, Bruce Riley, Chris Meyer  
**Staff Present:** Chief Wooldridge; AC Vonasek, Capt. Chapin, OA Duckworth  
**Staff Absent:** Interim Training Captain Chris Hunt  
**Others Present:** Volunteer Assn. Vice Pres. Jakeman, Grant Administrator Casebolt

---

Chair Dunn called the meeting to order at 7:23 p.m. (immediately following the swearing-in ceremony for Chief Wooldridge).

**I. CITIZEN COMMENTS: None.**

**II. APPROVAL OF:**

**Minutes – Regular Meeting, December 12, 2018.**

**Action:** Meyer moved to approve the minutes as submitted; the motion was seconded by Richards and it passed unanimously (5-0).

**Financial Report – December 2018.**

**Action:** Riley moved to approve the financial report as submitted. The motion was seconded by Strombeck and it passed unanimously (5-0).

**III. STANDING REPORTS:**

**Volunteers Association** –VP Jakeman offered that the Assn. had donated \$500 for a weight room TV and \$200 to the Fundraiser for Foster Kids Camp.

**Fire Chief's Report** -- (The following is the Chief's written report and oral comments submitted by AC Vonasek as Chief Wooldridge had only been on the job for one week as of this meeting.)

This is my last staff report as Interim Chief. It has been a challenging and rewarding six months and I want to thank the Board again for the opportunity; however, I am happy to settle back into my old desk and begin moving back into my position of training program management. My goal for the next several weeks is to make myself available to Larry as much as possible and help bring him up to speed with the many programs and projects we currently have. During this time, we will still be utilizing Chris Hunt, but only for a limited number of hours.



- **Monthly Activities:** December was consistent enough to keep our run average for the year. ODOT and Linn Co. road departments have been spreading de-icer throughout the district, especially on bridges and critical intersections.
- **District/Station Maintenance:** Stutzman came in this past month and did some needed maintenance on the structure. We had some areas on the external walls that were showing signs of wear and tear that needed attention before the winter rains begin.
- **Water Resources:** The search continues for a replacement water storage tank for Koos farm, but trying to locate a 30,000-gallon tank locally is proving to be very difficult. I will be introducing Larry to the water resource program among other programs in the coming weeks.
- **Staffing Levels:** We have had a better response recently by volunteers, which, in turn, has consistently allowed for full engine crew response for calls.
- **Apparatus Status:**
  - E-73 had had to be towed due to a hydraulic line failure on the transmission. It had to be taken to Springfield for repair as neither the county shops or any shop locally had the necessary computer to reprogram the transmission on the apparatus. It has been returned to service.
  - With the recent departure of Dennis Weis from the organization, we now have Brush-72 housed here in the Warren Building. The Board asked about his departure. Vonasek shared that Dennis recently retired from his paid position at Tangent Business Park and is moving to Portland. He has a potential opportunity to do more fire photography with departments in the Portland area, where there is much more fire activity for him to film. All agreed that Dennis has done a superb job for Tangent Fire for many years—not only volunteering for emergency response, but also leaving us with a wonderful pictorial history of the work we do in the community. He will be allowed to take his set of turnouts with him (all Tangent Fire references removed) as their age dictate they cannot be passed on to another volunteer. He will definitely be recognized at the annual awards banquet in March.
  - Currently, all apparatus are in service with a few pending their annual P/M.
- **Volunteer Activities:**
  - **Annual Awards Banquet:** March 9, 2019, at the Central Valley Electrical School auditorium.
  - Summer Picnic – TBA.

**Interim Training Captain's Report** – (The following is the Captain's written report as he was absent from the Board meeting.)

- December was a slow month for training. Due to the holidays we only had two days to train on fire and EMS skills. Even though actual training was limited, our training committee was busy finalizing the training plan for the next three months. This quarter will include two live-fire opportunities--one for car fires and the other for structure fires. Everyone is excited for that.
- Unfortunately, I will not be able to attend the board meeting in January, but I wanted to thank the board for the opportunity to fill in for Cary over the past 6 months. I really appreciate being part of the leadership team here at Tangent Fire and being part of the decision-making process. Tangent Fire is a great department.

In Captain Hunt's absence, Vonasek reported that he is introducing Chief Wooldridge to our training format, but he is discovering that the Chief's experience with training is similar to our department, so he has already had some great input.

**Staff Captain's Report** – (The following is the Captain's written report as well as additional comments made at the Board meeting.)

- Fire inspections have been continuing with business owners. Pre-fire plans have been continuing as well. Thirteen smoke alarms have been installed into two homes so far; one home had two alarms, in which none were working. The other home had five alarms and two not working.
- I have been working with Ed from Udell Engineering on the water systems for the new Oregon Powder Coating facilities that will be going in over by PAPE. ODOT wasn't excited about our requiring two accesses, but the Chief wrote them a letter explaining this was a necessity.
- I have been working with the Resident Volunteers on training. All three of them are up to speed and responding on calls now.
- We have been working on getting our engines into the shop for their yearly preventive maintenance. E-73 was in the shop for a week for a transmission fluid line issue. E-72 had a fuel pump leak, which was replaced; the yearly PM was started on this rig, but due to primer issues it will be going back in January to have it completed.
- Due to our receiving the SDIS grant last year, we were declined the grant for 2018-2019. After being asked whether staff had investigated possible Fire House Sub grants, Captain Chapin said he would do that.

**Activity Report** – We ended the 2018 calendar year with 401 incident calls, which is down from last year. It appears that the newly installed barrier along Hwy. 34 is doing its job as our call volume for accidents there has been reduced significantly.

#### **IV. OLD BUSINESS:**

**Seismic Grant Update (Approval of Final Contract w/Mackenzie)** (Written Report from Grant Administrator Casebolt)

I have been in contact with Mackenzie and have received the proposal from them. That proposal (attached as Exhibit A along with the contract) is included in your packets this month. I have had our attorney review both documents and she found them all to be in order. I recommend that we sign the contract as submitted. I am already working with Mackenzie to get the ball rolling as soon as the contract is signed.

A Board member asked why the \$ amount was not included in the contract submitted with the Board packet; Casebolt stated this was just an error transferring numbers during minor editing. The correct amount is \$124,500 (\$99,500 for Design and Engineering and \$25,000 for Project Management). The Board also agreed that Casebolt should be the District rep to sign the contract.

**Action:** Meyer moved to approve the contract with Mackenzie for the architectural/engineering services for our Seismic Grant as submitted with the change that the \$ amount be included in the contract (\$124,500--\$99,500 for Design and Engineering and \$25,000 for Project Management) and that Grant Administrator Scott Casebolt be the District representative to sign the official contract. Richards seconded the motion and it passed unanimously (5-0).

When asked how many future hours Casebolt projected he might accrue in overseeing the project, he couldn't be exact but said it would be more than already spent as we will be getting into the actual construction phase. While Mackenzie oversees project management, Casebolt will serve as the liaison between Mackenzie and the District. However, he will be out of the country between the end of July and September 8, and that is when the construction will begin, so there will be fewer hours accrued during that time. There is a kick-off meeting with Mackenzie next week and he is completing the quarterly report for the grant.

**AFG Grant Update** – (Oral Report from Grant Administrator Casebolt).

When we first applied for this grant (for an exhaust removal system), we were not alternating between E-71 and E-72 as first-out engine, so the bid was submitted with the rigs in their current housed positions at that time. Since, however, it was decided to alternate the two for more even distribution on wear/tear of the rigs, but this also means alternating the bay positions for them. Because the two differ in exhaust systems, each requires its own unique adjustment to the new exhaust removal system. The grant was originally written with the rigs staying in their permanent positions, so to alternate positions of the rigs would cost an additional \$8500 to set up both stations to accommodate the new exhaust systems for both rigs. In a meeting with Casebolt, Vonasek, Wooldridge, and Burke, it was decided that alternating the rigs was not worth the extra money, so we will go with the original plan as submitted and approved by the Board—no alternating of the bay positions of the rigs.

Casebolt is completing the quarterly report for the grant.

**SPIRE Grant (for Emergency Preparedness)** – This is a grant offered by the Office of Emergency Management to provide equipment to local governments and other recipients for emergency preparedness. The program funds the purchasing and distribution of equipment, including vehicles and other property, to be used during an emergency to decrease the risk for loss of life and property damage. Casebolt shared that this would be a great opportunity for Tangent Fire to purchase a portable generator to supply emergency power to the station if needed. Generators are one of the top items that the grant will fund. We currently have a stationary generator, but it is old and needs transfer switch/wiring to allow it to provide power to the entire station (not just the bay); and we are still researching whether its true capacity would meet our needs in an emergency. The Board also suggested that we find out whether our current generator produces dirty power. Will report back at the next meeting.

V. **NEW BUSINESS:**

**Consideration of Resolution No. 2019-01 to Change Registered Agent for TRFPD with Secretary of State's Office** – This is just a housekeeping issue. As we have a new Fire Chief, we need to file his name as the registered agent for our district with the Secretary of State's Office.

**Action:** Riley moved to approve Resolution No. 2019-01 recognizing Chief Larry Wooldridge as the registered agent for TRFPD as of January 2, 2019. The motion was seconded by Meyer and passed unanimously (5-0).

**Consideration of Resolution No. 2019-02 to Change Authorized Signatures on the District's Umpqua Bank Checking Account** – This is another housekeeping issue. New Chief Larry Wooldridge needs to be added as an authorized signature for our checking account, and the bank requires a Board-approved resolution to make this change.

**Action:** Meyer moved to approve Resolution 2019-02 as submitted to add Chief Larry Wooldridge as an authorized signature on the District's checking account.

**Oregon Pay Equity Law** – This law (H. B. 2005) became effective October 8, 2017, for every employer in Oregon. The law: 1) prohibits employers from screening job applicants based on current or past compensation and from determining compensation for a position based on a prospective employee's current or past compensation. Employers can only inquire about a job applicant's salary history after making a job offer including a compensation amount. And, the law: 2) prohibits pay discrimination based on protected class, defined as race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. In other words, employers may not pay employees performing comparable work at different rates of pay because of their membership in one of these protected classes.

It requires every employer to complete a pay equity analysis of employee-paid positions and implement a corrective action plan (if needed) by January 1, 2019. The analysis must include the completion of job comparisons based on the law's five comparable characteristics—knowledge, responsibility, skills, effort, and working conditions. Tangent Fire staff completed the pay equity analysis and found that there is definitely a pay inequity in the Staff Captain's position based on comparable work of other staff positions; therefore, it was recommended the issue be corrected through the corrective action plan segment of the law. (see staff report in the Board agenda packet for lengthy details). During discussion, Riley questioned whether the pay inequity issue for the Staff Captain should even be addressed as part of this law—staff Captain Chapin is not a member of any protected class listed in the law. If there is a pay inequity for his position, it probably would be better addressed some other way—not as part of a corrective action plan of this law. Staff completed the pay equity analysis, and it seems there are no pay inequities based on protected class, so that should be all that is necessary to comply with the law.

**Action:** No formal action, but the Board directed Chief Wooldridge to research how other Fire Chiefs are addressing and complying with this law. Also, all Board members will research the statute (ORS652.220) to become more familiar with its requirements. The issue will be addressed again at the February Board meeting.

**New Fire Chief's Goals** – The Board presented Chief Wooldridge with a list of goals they would like to see him accomplish during the next three to six months (see list in the Board's agenda packet). The Chief had also (without referring to the goals submitted by the Board) compiled his own set of goals for the position and the two lists are very similar.

**Action:** The Board directed Chief Wooldridge to keep the Board apprised of his progress on the goals through his monthly staff report to the Board.

**VI. GOOD OF THE ORDER:**

**Thank You Notes** – Chair Dunn read letters from Tangent Elementary School and the Greater Albany School District thanking the Board for their recent donation to the school to assist families in need during the holiday season. (As a note, this donation came from the Board members' personal funds—NO District funds were used.)

Chair Dunn adjourned the meeting at 8:50 p.m.

---

Minutes submitted by Karen Duckworth  
Office Administrator

APPROVED BY:

---

Paul Strombeck, Vice Chair of the Board

---

Date

Tangent Rural Fire Protection District

1/30/2019 12:14 PM

Register: Umpqua Checking Account

From 01/30/2019 through 01/31/2019

Sorted by: Date, Type, Number/Ref

| Date       | Number | Payee                   | Account                   | Memo               | Payment C | Deposit | Balance   |
|------------|--------|-------------------------|---------------------------|--------------------|-----------|---------|-----------|
| 01/30/2019 | 13775  | Forks and Corks Cate... | 3000 · Materials & Ser... | Down Payment...    | 2,070.00  |         | 73,588.35 |
| 01/30/2019 | 13776  | Cardmember Service      | Umpqua Bank Credit C...   | 4798 5100 420...   | 1,723.07  |         | 71,865.28 |
| 01/30/2019 | 13777  | Benton County Publi...  | 3000 · Materials & Ser... | 45-23022 - E-7...  | 5,575.25  |         | 66,290.03 |
| 01/30/2019 | 13778  | Bio-Med Testing Ser...  | 3000 · Materials & Ser... | Inv. 69100- Th...  | 29.00     |         | 66,261.03 |
| 01/30/2019 | 13779  | Comcast Business        | 3000 · Materials & Ser... | 8778 10 602 03...  | 234.70    |         | 66,026.33 |
| 01/30/2019 | 13780  | Dunn, John              | 2000 · Personnel Servi... | OFDDA/OLST...      | 150.00    |         | 65,876.33 |
| 01/30/2019 | 13781  | Knox Company            | 4000 · Capital Outlay:... | Sales Ord. S20...  | 1,614.00  |         | 64,262.33 |
| 01/30/2019 | 13782  | Linn Benton Commu...    | 3000 · Materials & Ser... | FFI Class for R... | 200.00    |         | 64,062.33 |
| 01/30/2019 | 13783  | N W Natural             | 3000 · Materials & Ser... | 247388-2/2766...   | 348.65    |         | 63,713.68 |
| 01/30/2019 | 13784  | OFDDA                   | 3000 · Materials & Ser... | OFDDA Memb...      | 1,000.00  |         | 62,713.68 |
| 01/30/2019 | 13785  | Pacific Office Autom... | 3000 · Materials & Ser... | Inv. 823496 co...  | 181.05    |         | 62,532.63 |
| 01/30/2019 | 13786  | Pacific Power           | 3000 · Materials & Ser... | 16109101-001 7     | 863.39    |         | 61,669.24 |
| 01/30/2019 | 13787  | Sheet Metal Solution... | 3000 · Materials & Ser... | Inv. 17932 fabr... | 2,320.00  |         | 59,349.24 |
| 01/30/2019 | 13788  | Standard Insurance      | 2000 · Personnel Servi... | 004163470001 ...   | 451.13    |         | 58,898.11 |
| 01/30/2019 | 13789  | Staples Credit Plan     | 3000 · Materials & Ser... | 603551782038...    | 310.48    |         | 58,587.63 |
| 01/30/2019 | 13790  | TWGW, Inc. Napa A...    | -split-                   | 31910 - #759982    | 67.68     |         | 58,519.95 |
| 01/30/2019 | 13791  | Verizon                 | 3000 · Materials & Ser... | 270852664-1/9...   | 76.65     |         | 58,443.30 |
| 01/30/2019 | 13792  | Xfinity                 | 3000 · Materials & Ser... | 8778 10 602 01...  | 166.23    |         | 58,277.07 |
| 01/30/2019 |        | QuickBooks Payroll ...  | -split-                   | Created by Pay...  | 14,073.26 |         | 44,203.81 |
| 01/31/2019 | EFT    | PERS                    | Payroll Liabilities       | 2553               | 10,516.64 |         | 33,687.17 |
| 01/31/2019 | EFT    | EFTPS                   | -split-                   | 93-0585226         | 4,934.68  |         | 28,752.49 |
| 01/31/2019 | EFT    | Oregon Dept of Reve...  | Payroll Liabilities       | 0294080-2          | 1,296.00  |         | 27,456.49 |
| 01/31/2019 | 13773  | Burke, James D          | -split-                   |                    | 506.84    |         | 26,949.65 |
| 01/31/2019 | 13774  | Sonne, Steven W         | -split-                   |                    | 414.69    |         | 26,534.96 |
| 01/31/2019 | 13793  | SDIS                    | -split-                   |                    | 7,666.46  |         | 18,868.50 |
| 01/31/2019 | DD1169 | Chapin, Charles A       | -split-                   | Direct Deposit     | X         |         | 18,868.50 |
| 01/31/2019 | DD1170 | Duckworth, Karen F      | -split-                   | Direct Deposit     | X         |         | 18,868.50 |
| 01/31/2019 | DD1171 | Vonasek, Cary M         | -split-                   | Direct Deposit     | X         |         | 18,868.50 |
| 01/31/2019 | DD1172 | Wooldridge, Larry W.    | -split-                   | Direct Deposit     | X         |         | 18,868.50 |

Tangent Rural Fire Protection District

1/15/2019 12:15 PM

Register: Umpqua Checking Account

From 01/14/2019 through 01/15/2019

Sorted by: Date, Type, Number/Ref

| Date       | Number | Payee                  | Account                   | Memo               | Payment C | Deposit | Balance   |
|------------|--------|------------------------|---------------------------|--------------------|-----------|---------|-----------|
| 01/14/2019 | EFT    | Oregon Department ...  | -split-                   | 00294080-2         | 61.42     |         | 26,342.57 |
| 01/14/2019 | EFT    | Oregon Dept of Reve... | -split-                   | 0294080-2          | 446.26    |         | 25,896.31 |
| 01/15/2019 | 13751  | Dunn, John             | 2000 · Personnel Servi... | 2018-19 2nd Q...   | 75.00     |         | 25,821.31 |
| 01/15/2019 | 13752  | Meyer, Chris           | 2000 · Personnel Servi... | 2018-19 2nd Q...   | 75.00     |         | 25,746.31 |
| 01/15/2019 | 13753  | Scott Richards         | 2000 · Personnel Servi... | 2018-19 2nd Q...   | 75.00     |         | 25,671.31 |
| 01/15/2019 | 13754  | Riley, Bruce           | 2000 · Personnel Servi... | 2018-19 2nd Q...   | 75.00     |         | 25,596.31 |
| 01/15/2019 | 13755  | Strombeck, Paul        | 2000 · Personnel Servi... | 2018-19 2nd ...    | 75.00     |         | 25,521.31 |
| 01/15/2019 | 13756  | AA Auto Wrecking       | -split-                   | #250678 & #9...    | 1,075.00  |         | 24,446.31 |
| 01/15/2019 | 13757  | Benton County Publi... | 3000 · Materials & Ser... | 45-23130 & 45...   | 178.06    |         | 24,268.25 |
| 01/15/2019 | 13758  | Bretthauer Oil Co      | 3000 · Materials & Ser... | Acct. 5361 CL...   | 507.95    |         | 23,760.30 |
| 01/15/2019 | 13759  | Dunn, John             | 2000 · Personnel Servi... | OFDDA Bd. M...     | 50.00     |         | 23,710.30 |
| 01/15/2019 | 13760  | Jones, Daniel          | 2000 · Personnel Servi... | Winter Term 2...   | 1,500.00  |         | 22,210.30 |
| 01/15/2019 | 13761  | My--Comm               | 3000 · Materials & Ser... | 158139 - annua...  | 949.20    |         | 21,261.10 |
| 01/15/2019 | 13762  | Northwest Compress...  | 3000 · Materials & Ser... | Inv. 63905 An...   | 138.25    |         | 21,122.85 |
| 01/15/2019 | 13763  | Diego Ramirez          | 2000 · Personnel Servi... | Winter Term 2...   | 1,500.00  |         | 19,622.85 |
| 01/15/2019 | 13764  | Samaritan Occupatio... | -split-                   | #2482 Wooldri...   | 155.00    |         | 19,467.85 |
| 01/15/2019 | 13765  | SeaWestern Fire Fig... | 3000 · Materials & Ser... | Inv. 209992 - S... | 63.77     |         | 19,404.08 |
| 01/15/2019 | 13766  | Speer Hoyt LLC         | 3000 · Materials & Ser... | #50224 - Seism...  | 258.95    |         | 19,145.13 |
| 01/15/2019 | 13767  | Stutzman Services Inc  | 4000 · Capital Outlay:... | #43285010419 ...   | 1,602.19  |         | 17,542.94 |
| 01/15/2019 | 13768  | Tangent                | 3000 · Materials & Ser... | 134-CP Parks/...   | 57.25     |         | 17,485.69 |
| 01/15/2019 | 13769  | Ryan Tompkins          | 2000 · Personnel Servi... | Winter Term 2...   | 1,500.00  |         | 15,985.69 |
| 01/15/2019 | 13770  | Loel Trulove           | 3000 · Materials & Ser... | Food reimburs...   | 18.85     |         | 15,966.84 |
| 01/15/2019 | 13771  | U. S. Bank Equipme...  | 3000 · Materials & Ser... | Inv. 37415777...   | 174.31    |         | 15,792.53 |
| 01/15/2019 | 13772  | Valley Overhead Do...  | 3000 · Materials & Ser... | Inv. 33690 & 3...  | 1,242.50  |         | 14,550.03 |

Tangent Rural Fire Protection District

1/3/2019 3:00 PM

Register: Umpqua Checking Account

From 01/04/2019 through 01/04/2019

Sorted by: Date, Type, Number/Ref

| Date       | Number | Payee                  | Account                   | Memo             | Payment C | Deposit | Balance  |
|------------|--------|------------------------|---------------------------|------------------|-----------|---------|----------|
| 01/04/2019 | 13746  | Wooldrige, Larry W.    | -split-                   |                  | 9,187.00  |         | 9,823.53 |
| 01/04/2019 | 13747  | Cardmember Service     | Umpqua Bank Credit C...   | 4798 5100 420... | 2,204.25  |         | 7,619.28 |
| 01/04/2019 | 13748  | Staples Credit Plan    | 3000 · Materials & Ser... | 603551782038...  | 278.97    |         | 7,340.36 |
| 01/04/2019 | 13749  | Verizon                | 3000 · Materials & Ser... | 270852664-1/9... | 76.59     |         | 7,263.77 |
| 01/04/2019 | 13750  | Willamette Water Te... | 3000 · Materials & Ser... | 0285711          | 7.00      |         | 7,256.77 |



# Chief's Report, February 2019

Thank you. That is how I would like to start my time here, saying thank you for trusting me with this fire department. This has been a great first month and I feel very welcome. As I begin to adjust to a new department, I will be attempting to meet one on one with as many people as I can. Change is never easy, and I represent change from what it has been. My goal is simply to ease the minds of as many I can, open a line of communication to all and establish a foundational relationship that both sides can build upon. My door will always be open for whomever wants to enter.

Cary, Chuck, and Karen have been great, and we will make a great team.

**Chris Hunt:** Chris has completed his six-month temporary hire to backfill the Training Officer position. He will continue to put in hours helping Cary with training-related tasks while Cary continues to support me while I come up to speed.

**Budget:** We have begun the budgeting process with the intent to be early/on-time with our presentation. Staff will meet weekly, separate from our weekly staff meetings to address our progress and findings in the budget process. Karen and I attended an Oregon Dept. of Revenue budget training at the Linn Co Fairgrounds.

**Personnel:** Lt Loel Truelove will be taking a 3-month leave of absence as he looks to take care of his body and mind before deciding on his future with Tangent Fire. We had a long conversation, and I encouraged him to take care of himself and we would be here to support him in any way we could. I am encouraged he came and talked openly, and whatever he decides I will support. Loel has put in a career in the fire service and if the tank is empty for him in terms of responding, we will look for other ways for him to be involved if he still has that desire.

## Upcoming Events:

- February 7-10      SDAO Conference, Sunriver
- March 9th          Awards Dinner

Respectfully submitted,

Larry Wooldridge, Fire Chief

## TANGENT RURAL FIRE DISTRICT

### GOALS FOR CHIEF WOOLDRIDGE STARTING JANUARY 2, 2019 (Progress as of February 2019)

The Board of Directors for Tangent Fire has set the following goals for Chief Wooldridge to be accomplished, preferably, within the first three months, but no longer than six months from his start date.

#### 1. Initial Contacts:

- Schedule and meet with every staff member including all full-time staff and volunteers. These meetings should be one on one, using this time to get to know everyone and share your expectations with them. **Have currently met numerous times with staff and approximately 1/3 of the volunteers**
  - Make contact with our surrounding local fire department chiefs. Become an active part of the Linn/Benton Fire Defense Board. **Attended Fire Defense Board meeting, lunch with Sweet Home Chief, have lunch meeting with Albany and Lebanon Chief's hopefully in February. Met with Lebanon Chief and Div Chief working on M-71 direction. Went to Halsey FD and met with the Chief.**
  - Schedule and meet with Linn Co. Sheriff Jim Yon and tour Sheriff's Dept. to include 911 dispatch, Integrated CAD system. Discuss IT contract and general response to calls.
  - Meet with Tangent Fire Support Team. **Met with 2 (unofficial spokes people) in January. Done**
  - Become familiar with LCSO deputies that patrol the Tangent area.
  - Be introduced at a Tangent City Council meeting to meet city leaders. **Meeting with Loel 2/6/19 to get city meeting schedule.**
2. Review all operational and administrative policies and familiarize yourself with our budget process. **Reviewing policy each week and beginning the budget process. Attended a budget training put on by Oregon Dept of Rev.**
  3. Become familiar with the layout of our district and reach out to meet property owners where our water tanks are located. **Have explored the district and visited most water tank sights. Have started the duty officer rotation.**
  4. Set up lines of communication with staff and volunteers to include verbal, text and email.
  5. Join a local service club such as Rotary, Optimists, Lions, etc.
  6. Be aware of the upcoming Awards Banquet (March 9, 2019), how it works, and the importance to our volunteers to be recognized for their service. **Working with Cary on Volunteer recognition awards**
  7. Come up with an innovative event that can be utilized to enhance the awareness of our service to our community and to enhance the relationship with the citizens of Tangent.

8. Think about what type of further education you could take to benefit you as Fire Chief. **Only 8 classes from finishing Bachelor's Degree, National Fire Academy classes**
9. Meet with former Chief Scott Casebolt to understand the importance and processes of obtaining grants for our district.

## **Asst. Chief/Training Officer's Report February 2019**

I am slowly transitioning back into my role as the Training Officer. I plan on shadowing Larry for another month and then let him entirely take the reins and I will be available for any questions he may have. Chief Wooldridge has been grasping our District procedures essential programs quite well; but as I have said before, I do not want to overwhelm him as he is also being introduced to county-level fire programs as well as those from neighboring Districts.

### **Training –**

New firefighters are progressing to the level of being able to respond to incidents in District.

#### **TFD In-house Training:**

- Apparatus Operator
- Vehicle Extrication
- Live Fire Training (@ TFD)

#### **Regional:**

As many of you may know, I serve in two capacities outside of the Department for training. First, I serve as District Liaison Officer for the region for the Department of Public Safety and Standards of Training (DPSST), and I serve as Vice-President for the Linn-Benton Fire Training Council (LBFTC). Recently, the President for the LBFTC retired, which moves me up as Interim President for the remainder of the year. I have spoken with Chief Wooldridge and he supports this move for now. Nothing changes with this move other than I will be working closely with the college(LBCC) and be more involved with coordinating regional training for the Linn and Benton county fire agencies.

Upcoming training to include:

- Apparatus Operator
- Wildland Firefighter
- Wildland Crew Boss
- Hazardous Materials Operations Level
- NFPA Instructor I

**State:** February – Winter Fire School @ DPSST academy

### **Health and Safety –**

Currently reviewing Health and Safety policies for compliance with some of the new state-level rule changes. Respiratory Protection and Exposure Control Plans are the primary policies for review, followed by the remaining Health and Safety policies.

### **Safety Committee –**

**Safety Committee Meeting:** Was held in January, the Safety Committee meeting was held during the Volunteer meeting.

### **Emergency Medical Services – No report**

### **Student Resident Volunteer Program –**

Performance evaluations and development plans for the SRVs will be completed by February 15. All three SRVs 6-month probationary period ends April 1; therefore, all SRVs will be at full scholarship starting Spring term.

Respectfully submitted,  
Cary Vonasek  
AC/Training Officer

**Tangent Rural Fire District**  
Activity Report

Month of  2019

Total Alarms

**SUPPRESSION ACTIVITIES**

*Fire Responses by Type:*

|                         |   |
|-------------------------|---|
| Structure Fire (smoke)  | 0 |
| Flue Fire               | 0 |
| Wildland Fire (conflag) | 0 |
| Field Fire (tree fire)  | 0 |
| Vehicle Fire            | 0 |
| Mutual Aid              | 1 |
| Public Assist           | 0 |
| False Alarm             | 7 |
| Haz-Mat                 | 0 |
| Illegal Burn            | 0 |
| Miscellaneous           | 2 |

Total No. of Fire Responses

*Estimated Value of Property*

|                      |      |
|----------------------|------|
| Buildings & Contents | \$ 0 |
| Vehicles & Contents  | \$ 0 |
| Other                | \$ 0 |

*Estimated Loss of Property Involved in Fire:*

|                      |      |
|----------------------|------|
| Buildings & Contents | \$ 0 |
| Vehicles & Contents  | \$ 0 |
| Other                | \$ 0 |

Total Man-Hours for Fire Responses:  
 Hours

**MEDICAL ACTIVITIES**

*Medical Responses by Type:*

|                      |   |
|----------------------|---|
| Trauma               | 0 |
| Respiratory Distress | 2 |
| General Medical      | 5 |
| Cardiac              | 1 |
| Burns                | 0 |
| Poison/Drug          | 0 |
| Public Assist        | 1 |
| M.V.C.               | 7 |
| False Alarm          | 3 |
| Mental Evaluation    | 0 |
| Mutual Aid           | 0 |

Total No. of Medical Responses

Total Man-Hours for Medical Responses:

Hours

|     | Fire | Medical | Total | YTD Total | YTD 2018 |
|-----|------|---------|-------|-----------|----------|
| JAN | 10   | 19      | 0     | 29/+4     | 25       |
| FEB | 0    | 0       | 0     |           | 45       |
| MAR | 0    | 0       | 0     |           | 78       |
| APR | 0    | 0       | 0     |           | 101      |
| MAY | 0    | 0       | 0     |           | 134      |
| JUN | 0    | 0       | 0     |           | 175      |
| JUL | 0    | 0       | 0     |           | 225      |
| AUG | 0    | 0       | 0     |           | 269      |
| SEP | 0    | 0       | 0     |           | 303      |
| OCT | 0    | 0       | 0     |           | 343      |
| NOV | 0    | 0       | 0     |           | 367      |
| DEC | 0    | 0       | 0     |           | 401      |

**OLD BUSINESS**

## **Board Grant Update**

2/13/2019

### **Seismic Rehabilitation**

Things are starting to move forward now that McKenzie has a signed contract. They will be attending the Board meeting to introduce themselves and answer any questions you may have. On February 1<sup>st</sup> while at Winter Piping School, I received an email from our attorney with documents pertaining to creating a Board Resolution to name Mackenzie as CM/GC (Construction Manager/General Contractor. We had hoped to have this ready for the February Board meeting, but they failed to tell us that it needed to be approved at a joint meeting of the TFD Board of Directors and the Public Contract Review Board (also you, the TFD Board). For that to happen, we need to advertise nationally with a public notice at least 14 days prior, so this won't be able to occur until the March meeting. In the meantime, this should not delay progress in any way for Mackenzie, so things will still move forward according to schedule. One of the first priorities will be to go through the RFP bid process to select a contractor for the construction in order to have them available to contribute to the design process. Mackenzie has already gone through the RFP process and selected Geoengineers, Inc. from four bidders to perform the soils testing, which should be completed by the first of March if not sooner. You will be asked to approve the proposal at this Board meeting.

I wrote and submitted the quarterly report as required by Business Oregon.

**\*\*\*HOURS SPENT: 5.0**

### **AFG (Exhaust evacuation system)**

I attended a staff meeting to discuss the different options, then contacted Air Exchange to discuss with them. The equipment is on order and as soon as it arrives they will notify me so I can work with Chief Wooldridge to schedule the installation. I also wrote and submitted the quarterly report to FEMA.

**\*\*\*HOURS SPENT: 2.0**

The AFG grant evaluations have been rescheduled for February 24 – March 1. If there are no other disruptions to the government budget, I will be at the National Fire Academy that week.

I am working with staff to finalize options and plans for the emergency generator, so I can submit the grant application due at the end of February.

Respectfully submitted,  
Scott Casebolt



**To:** TRFPD Board of Directors  
**From:** Fire Chief Larry Wooldridge  
**Subject:** STAFF CAPTAIN POSITION  
**Date:** February 6, 2019

At the January Board meeting, Office Admin. Duckworth presented a report on the Oregon Pay Equity Law and the findings at Tangent Fire. Though there were no pay equity issues related to protected class, which is the basis of the law, it was apparent our Staff Captain position was not being compensated accordingly for duties being done. So, I researched staff captain vs. battalion chief duties and salaries as they compare to the duties and salaries of Fire Chiefs of various districts/departments around the State.

**What my Investigations Found:**

1. Our current Staff Captain position is currently providing services to the Tangent Rural Fire District that correlate with the responsibilities of a Battalion Chief position. The Staff Captain is currently in charge of our prevention and public education program, performs some supervisory roles over our SRV program, and regularly works in the duty officer capacity. While I am still working to define the Staff Captain's exact job responsibilities as we all settle into our roles, it is very apparent to me that this position should be reclassified to a Battalion Chief level.
2. Even the current Staff Captain salary range does not support the actual duties being performed by the Staff Captain. I solicited information from (3) surrounding departments (Sweet Home, Lebanon, and South Lane) and (3) out-of-the-area departments (LaGrande, Estacada, and Evans Creek). Most Captain level positions were 65% to 70% of the Chief's wage and Battalion Chiefs were 72% to 77% of the Chief's wage. Sweet Home was completely out of line at 95%.

**Recommendation to the Board:**

I would offer two options to remedy the pay inequity for the Staff Captain position.

- 1) The first possibility, and my recommendation to the Board, is to reclassify the Staff Captain's position to a Battalion Chief. The current position is that of a Chief officer, holding roles and responsibilities that warrant this title, and I believe we have the right person in that position currently. And, the reclass will allow us to build upon the position with future benefits to our district patrons, i.e. Fire Marshal.

- 2) The second possibility is to retain the Staff Captain position, following its current job description, which would mean removing some of the responsibilities currently being performed. These duties would fall back to the Chief and Assistant Chief/Training Officer. This would slow down processes and our ability to expand upon that position's duties.

The pay adjustment for these two options would be over a period of time that would allow the district to adjust yet be fair to the position. Currently the Staff Captain position is being compensated at 56% of the Chief's salary. I would recommend compensation for a Battalion Chief position that would be 70% of the Chief's or 65% of the Chief's salary if we remain with the Staff Captain position. To attain these levels, I would offer the following step process to bring the position into line for pay:

Option 1 – Position Reclass to Battalion Chief:

1. A 10% salary increase March 1, 2019
2. Another salary increase of 8% July 1, 2019
3. A final salary increase of 5% July 1, 2020

Option 2 – No title change (remains Staff Captain):

1. A 10% salary increase March 1, 2019
2. A final salary increase of 5% July 1, 2019

Of course, I would entertain any other options the Board may wish to suggest.

Cost to our fire district:

The additional costs for this fiscal year would be approximately \$2200 with \$8,000-\$12,000 additional costs (including PERS increase) for the next fiscal year based on whether the position is reclassified and, if so, where the employee is placed on the salary scale. Our current budget can handle the additional costs this year, and next year's budget can, as well, if we tighten our belts on some other line items.









## **NEW BUSINESS**

**TANGENT RURAL FIRE PROTECTION DISTRICT**

**RESOLUTION NO. 2019-03**

**RESOLUTION TO RECOGNIZE AND APPROPRIATE UNANTICIPATED OFDDA LOSAP (LENGTH OF SERVICE AWARD PROGRAM) FORFEITED FUNDS REVENUE WITHIN THE 2018-19 BUDGET**

**WHEREAS**, the Tangent Rural Fire Protection District participates in LOSAP, which is sponsored by OFDDA (Oregon Fire District Directors Assn.); and

**WHEREAS**, the District recently received a check for \$1,108.32 in forfeited funds from the accounts of individuals who have since left our District and were not vested in the LOSAP program at time of leaving; and

**WHEREAS**, the LOSAP Plan Document allows for and the Board of Directors wishes that these funds be shared equitably with current TRFPD LOSAP participants who were participating in the program at the time the forfeited funds accumulated according to the plan the District has in place for equitable distribution of such funds; and

**WHEREAS**, Oregon budget law (ORS 294.338) allows for recognition and appropriation of unexpected revenue within a given fiscal year;

**NOW, THEREFORE, BE IT RESOLVED** that the TRFPD Board of Directors recognizes the receipt of \$1,108.32 from THE OFDDA LOSAP Program and appropriates this unexpected revenue as follows:

| <u>Fund</u>  | <u>Revenue Account</u>    | <u>Amount</u> |
|--------------|---------------------------|---------------|
| General Fund | 1007 Miscellaneous Income | \$1,108.32    |

  

| <u>Fund</u>  | <u>Appropriation</u>    | <u>Amount</u> |
|--------------|-------------------------|---------------|
| General Fund | 3130 Volunteer Expenses | \$1,108.32    |

**ADOPTED** by the TRFPD Board of Directors this 13<sup>th</sup> day of February 2019.

**ATTEST:**

---

John Dunn, Chair of the Board

---

Scott Richards, Secretary of the Board



**To:** Board of Directors  
**From:** Fire Chief Larry Wooldridge  
**Subject:** Vehicle Addition  
**Date:** February 5, 2019

Working with the staff, the need for another vehicle is very much needed, but I would like to propose the possibility of obtaining 2 vehicles for the same price. There will likely be a time when Chris Hunt and I would both be out with the State Fire Marshals teams at the same time, and the only option with the addition of one vehicle would be to either take Brush 71 or the BC vehicle. I feel that we could stretch our funds and obtain an additional vehicle for the same budgeted money.

**What my investigations found:**

1. There are used vehicles available from time to time that are 2012 and newer with less than 80,000 miles on them. Most are equipped with emergency warning systems, leaving only radios and decals for us to install. Cost \$20k to \$30k each.
2. State contract has small SUV or ½ ton pickups for \$25k - \$28k that are new. Our costs would then be installation of emergency warning system, decals and radio.
3. State contract has ¾ ton pickups for \$28k - \$29k in various locations. We would have a complete package install of emergency warning system, decals, radios, canopy, bed liner and an extend-o-bed. Current command vehicle cost was \$45,700 and I would expect about the same price as we would reuse the current extend-o-bed and place a lesser extravagant model in the old command vehicle.

**Recommendation to the Board:**

1. With 3 different options, I have not obtained hard numbers as each would be substantially different than the other. With direction support from the board, I will work with Chief Casebolt to get our exact grant funding support from USDA, which will be between 15% - 35% matching, added to our budgeted \$50,000.
2. My past involvement with the OSFM Team has resulted in generating approximately \$19,500 in each of the last two years. The potential of Chris Hunt and I being deployed would support the potential of generating more than the last two years hard numbers I have, thus replenishing our funds.
3. There is an increased need for two or more of us to travel to meetings, trainings and conferences each day. Currently we have used our personal vehicle when the third person needs a vehicle. This puts added use to our personal vehicles and adds some liability to the district as most personal insurance will not cover business use.

### **Cost to our fire district**

1. Immediate cost to our fire district would be only our budgeted funds and maintenance of a new vehicle. This is already budgeted.
2. Long term costs would mirror our current expectations as we would replace the Journey with the addition of 2 vehicles. If the choice is to stage purchase, we would keep the Journey until a replacement for it was obtained.
3. The addition of used vehicles, our maintenance costs would be the same, as general service would occur to either new or used. Our exposure would be to more catastrophic type repairs as the vehicles age, though through regulated maintenance we would hope to catch those at a smaller, less expensive, repair time.
4. With the addition of the replacement command vehicle, our fleet of staff vehicles would be 3. The intent would be to not exceed 3 staff vehicles at any time.

**TANGENT RURAL FIRE PROTECTION DISTRICT**  
**Budget Timeline—FY 2019-20**  
**As of 02/13/19**

1. **February 13, 2019** - Officially Appoint Budget Officer @ Board meeting. Budget Officer presents Board with budget timeline.
2. **February through March 2019**- Prepare Proposed Budget--Budget Officer and staff.
3. **March 13, 2019, Board Meeting, 7:00 p.m.** – 1) Discussion on staff salaries for 2019-20; 2) Budget Committee members appointed.
4. **April 10, 2019, Board Meeting, 7:00 p.m.** – Board Work Session on Proposed Budget.
5. **April 11, 2019**- Publish 1<sup>st</sup> Notice of “Budget Committee Meeting.”  
Publish in Albany D-H (must be at newspaper office by 4/06/19).  
**April 12, 2019** – Publish 2<sup>nd</sup> Notice of “Budget Committee Meeting.”  
Publish on District Website.
6. **April 16, 2019** - Deliver Proposed Budget to Budget Committee and place copy in office for public— (mail by April 12, 2019).
7. **April 24, 2019, (Wednesday), 7:00 p.m. - Budget Committee Meeting**
  - a. Budget Committee approves the budget.
  - b. Budget Committee approves tax rate for operating the budget.
8. **May 28, 2019**- Publish (one notice only) “Financial Summary and Notice of Budget Hearing” (LB-1 form).
  - a. Publish in Albany D-H (must be at newspaper office by 5/22/19).
9. **June 12, 2019, 7:00 p.m. - Budget Hearing at Board Meeting—open to public.**
  - a. Board adopts the budget as approved by the Budget Committee after public input.
  - b. Board formally adopts the resolution that approves the budget, makes appropriations, and levies and categorizes property tax rates.
10. **July 15, 2019 (no later than)** - Submit Budget Resolution (2 copies) and LB-50 form (tax certification form) (2 copies) to the Linn County Assessor’s office.
11. **September 30, 2019 (no later than)** - Submit the final budget to the Linn County Clerk’s office.

**Handicapped Approved Meeting Place for Budget Committee Meeting on Wednesday, April 24, 2019, and Budget Hearing on June 12, 2019—Tangent Fire Station 71, 32053 Birdfoot Dr., Tangent OR 97389.**