

Siuslaw Valley Fire and Rescue
2625 Highway 101 North, Florence, OR 97439

Minutes of Board Meeting – November 20, 2013

John Scott, President of the Board, called the meeting to order at 5:30 p.m.

BOARD MEMBERS PRESENT: Directors John Scott, Lori Gates, Cindy Spinner, Steve Olienyk and Rob Ward were in attendance.

OTHERS PRESENT: Chief Langborg, Chief Buchanan, Division Chief Janet Huston, Division Chief Sean Barrett, Division Chief Marvin Tipler, Battalion Chief John Carnahan, and Dave Penicook of WHA Insurance were in attendance.

APPROVAL OF MINUTES: Director Gates made a motion to approve the minutes of the regular board meeting held on October 16, 2013 and the special board meetings held on October 17, 2013, October 18, 2013, and October 19, 2013. The motion was seconded by Director Spinner and was approved by unanimous vote.

COMMUNICATIONS:

1. Letter from ESCI recapping the successful executive search process.
2. Three cards of appreciation for service by our fire marshal and our firefighters.

PUBLIC COMMENTS: None

FIRE DISTRICT INCIDENT REPORT: The report reflecting the activity during October 2013 was reviewed and various incidents were discussed.

FIRE DISTRICT TRAINING REPORT: The report reflecting training in October 2013 was reviewed and discussed.

FIRE DISTRICT PARTICIPATION REPORT: The report reflecting volunteer participation for the month of October 2013 was reviewed.

SAFETY MEETING MINUTES: The Safety Meeting minutes for October 2013 were reviewed and discussed.

REGULAR AGENDA:

Chief Buchanan provided a copy of Chief Langborg's employment contract which was written by our attorney, Ken Jones of Speer Hoyt. He indicated that it is straight forward and as indicated by Jim Langborg's signature, he was happy with the contract.

Chief Buchanan indicated that our new 2014 Can-Am Maverick all terrain vehicle was delivered on October 25, 2013. This expenditure is a budgeted item and the result of an ATV Grant in the amount of \$25,099 from the Oregon Parks and Recreation Department. The total cost of the project will be \$36,905 which includes the Can-Am (\$27,322), an aluminum trailer (\$3500) and a stokes basket (\$800). The remaining portion of the required match (\$5,194) will be accomplished by associated training hours as well as hours for expended labor by our paid crew in lieu of actual money.

Division Chief Tipler stated that the necessary training and the necessary modifications to make the Can-Am fully functional will be accomplished by Spring 2014.

Chief Buchanan introduced Mr. Dave Penicook, Account Representative with WHA Insurance, our insurance agency. Mr. Penicook provided an overview of his agency, information pertaining to workshops the agency offers to assist districts in navigating through the wide array of intricate, every growing issues they face, the change in Tort Claims Cap effective July 1, 2013, and health care reform. In addition, Mr. Penicook provided a recap of our SDAO Property/Casualty insurance coverage. He indicated that we are currently well-insured, but suggested that we be mindful of tort limits and that we may have to adjust our liability coverage accordingly sometime in the future. Regarding our Automobile Insurance Schedule, WHA plans to perform pricing comparisons based upon deductible amounts and will advise SVFR if any changes are recommended. In addition, he stated that our loss ratio is currently 22.99% which is well below the average loss ratio for fire districts in Oregon. He indicated that SVFR is not simply exceptional; SVFR is "more than exceptional". Lastly, Mr. Penicook congratulated the board of directors, the fire chief and the staff, and said that "the district is in good shape".

Director Ward requested that Janet reflect the names of absent directors in all future board meeting minutes.

Chief Buchanan and Chief Langborg indicated that they visited Oregon Pacific Bank in order to remove Chief Buchanan's name and add Chief Langborg's name to the signature cards for check signing. In addition, Director Spinner's name was added to the signature cards. *Director Spinner made a motion to approve Chief Langborg and Director Spinner as check signers and to adopt the Government/Municipal/Public Funds Banking Resolution. Director Olienyk seconded the motion and it was approved by unanimous vote.*

REVIEW OF THE BILLS:

MOTION: Director Gates made a motion to ratify bills paid during the past month in the amount of \$277,623.23 and transfers from the Money Market Account to the Checking Account also made during the past month. The motion was seconded by Director Ward and was approved by unanimous vote.

FINANCIAL STATEMENTS: The financial statements were provided.

FUTURE AGENDA BUSINESS: Board President Scott stated that our next regularly scheduled board meeting will be held on Wednesday, December 18, 2013 at 5:30 p.m.

EXECUTIVE SESSION: At 6:33 p.m. Board President Scott indicated that the Board of Directors of Siuslaw Valley Fire and Rescue will now meet in Executive Session pursuant to ORS 192.660 (2i) for the purpose of discussing the retirement of Chief John Buchanan.

Representatives of the news media and designated staff shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No decision may be made in Executive Session. At the end of the Executive Session, we will return to open session and welcome the audience back into the room.

At 7:14 p.m. the Executive Session was adjourned and the regular meeting resumed. There being no further business to come before the board, the regular meeting was adjourned at 7:15 p.m.

Respectfully submitted,

JANET L. HUSTON
Division Chief of Administration



October 22, 2013

John Scott, Board President
Siuslaw Valley Fire & Rescue District
2625 Hwy 101
Florence, OR 97439

Re: Executive Search – Fire Chief Position

This communications is documentation of the executive recruitment process we recently completed for Siuslaw Valley Fire and Rescue.

First, as I mentioned last weekend, it has been a pleasure working with the Board of Directors and your staff. All of the Department staff we have had contact with treated us with great hospitality and demonstrated continual customer service. Chief John Buchanan and Division Chief Janet Huston were nothing but first-class to work with throughout this project.

Review of Process:

- Organizational meeting with Chief Huston on May 9, 2013
- Stakeholder meetings/interviews May 23, 2013
- Application package developed and reviewed by Board at their regular meeting on June 19, 2013
- Recruitment “open” from July 1, 2013 to August 22, 2013
- 32 Applications received
- Application packages were evaluated by three ESCI consultants with 12 candidates identified for phone interviews
- Phone interviews were conducted by three ESCI consultants with six recommended candidates and one alternate candidate to the Board for invitation to the assessment center
- Board reviewed the report and recommendations in their regular meeting on September 18, 2013
- Six candidates were invited to the onsite assessment/interviews in Florence, OR
- One candidate withdrew from the selection process due to a pending surgery. The alternate candidate agreed to participate in the assessment center
- Alternate candidate advises he is withdrawing from the process to participate in a chief’s assessment center being held the same weekend in another community
- Five semi-finalist candidates appeared on site for the orientation on October 17, 2013 and the assessment center on October 18, 2013
- Six assessors evaluated candidates in multiple interactive exercises on October 18, 2013

– **Assessors:**

- Chief Dan Woodson, Lebanon Fire
- Jacque Betz, Florence City Manager
- Chief Jim Aldrich, North Bay Fire
- Chief Don Barker
- Bob Garcia, CEO, Tribal Council
- Chief Darren Busich, McKenzie Fire

Corporate Office
25200 SW Parkway Avenue
Suite 3
Wilsonville, OR 97070
Phone: 503.570.7778
Fax: 503.570.0522

Eastern Region
111 Kilson Drive
Suite 208
Mooresville, NC 28117
Phone: 1.660.8027

National Capital Region
4025 Fair Ridge Drive
Fairfax, VA 22033
Phone: 703.273.0911
Fax: 703.273.9363



- Assessors and the Board met at the conclusion of assessment center. Two finalists were recommended for Board review
 - Candidate James Larsen
 - Candidate James Langborg
- Board interviewed both candidates on October 19, 2013.
- Contingent offer made to Jim Langborg
- Chief Buchanan will arrange post offer processes such as medical/physical exam, background investigation, and contract negotiation
- Chief Buchanan will contact Jim Larsen on behalf of the Board
- Assessment scores of five semi-finalists have been given to Chief Huston for the recruitment file
- ESCI will send an overview report to each of the five semi-finalists on "strengths" and "needs improvement" areas as observed by the assessors

Again, thank you for allowing us to serve you in this critical process. We wish the Board, Department, Community, Chief Langborg, and Chief Buchanan the best during the upcoming transition.

If ESCI can be of any other assistance to the Siuslaw Valley Fire and Rescue District, please don't hesitate to contact us.

Sincerely,

Bill Linhart

Bill Linhart
Associate

Copy:

Chief Buchanan
Division Chief Huston
Siuslaw Valley Fire/Rescue Recruitment File
Cindy March, COO, ESCI
ESCI file

Corporate Office
25200 SW Parkway Avenue
Suite 3
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Phone: 503.570.7778
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Fairfax, VA 22033
Phone: 703.273.0911
Fax: 703.273.9363

Herbert and Varaporn Riley
5557 Murray St SE
Salem, Oregon 97306
503-588-7596

Chief John Buchanan
Siuslaw Valley Fire and Rescue
2625 Highway 101
Florence, Oregon 97439

Dear Sir,

At approximately 6:30 pm Sunday October 6, 2013 we were involved in an automobile crash on highway 126. Personnel from the Siuslaw Valley Fire and Rescue responded to the crash.

We would like to express our thanks to all of those who came to our aid. Unfortunately we don't have the names of any of those individuals but we continue to be impressed with the competence, concern and compassion that each of them demonstrated.

The Florence area community is indeed fortunate to be under the protection of such individuals.

With our gratitude,



Herbert and Varaporn Riley

Fire Fighters of
Florence

Just saying "thank you"
doesn't seem enough.

I hope you know
how appreciated you
really are.

Thank you so
much for your
quick response to
our home - (lot) it
could have been
a terrible loss of
our home except
for you.

493 1/2 Greenwood St.

Angel & Les, + Debra Gray

11-5-13

Related thanks to
the gentleman who put up
our glow in the dark
address at the corner
of our driveway.
We appreciate having it.

Jan + Paul Dersch

5429 Duckleberry Lane

Monthly Incidents for Board

Alarm Date Between {10/01/2013} And {10/31/2013}

Incident	Type	Date	Location	Description
13-0000293-0	FIRE	10/02/2013	4879 Darlings Loop /23	122 Fire in motor home, camper, recreational vehicle
13-0000294-0	FIRE	10/03/2013	92030 Highway 101	733 Smoke detector activation due to malfunction
13-0000295-0	FIRE	10/03/2013	4325 Highway 101	322 Motor vehicle accident with injuries
13-0000296-0	FIRE	10/04/2013	Highway 101 & 3RD ST	324 Motor Vehicle Accident with no injuries
13-0000297-0	FIRE	10/04/2013	9TH ST & KINGWOOD ST	322 Motor vehicle accident with injuries
13-0000298-0	FIRE	10/04/2013	88940 TWIN LAKES CT	561 Unauthorized burning
13-0000299-0	FIRE	10/04/2013	3451 Highway 101	324 Motor Vehicle Accident with no injuries
13-0000300-0	FIRE	10/05/2013	04793 TREEWOOD DR	561 Unauthorized burning
13-0000301-0	FIRE	10/06/2013	Spruce St between 16 & 17th Streets	324 Motor Vehicle Accident with no injuries
13-0000302-0	FIRE	10/06/2013	Hwy 126 and Casino entrance	324 Motor Vehicle Accident with no injuries
13-0000303-0	FIRE	10/08/2013	2206 17TH ST	424 Carbon monoxide incident
13-0000304-0	FIRE	10/10/2013	1365 SPRUCE ST /Windsong Apts	6113 Dispatched & cancelled en route, Med Assist
13-0000305-0	FIRE	10/10/2013	2206 17TH ST	5313 Smoke or odor investigation
13-0000306-0	FIRE	10/11/2013	88336 Highway 101	311 Medical assist, assist EMS crew
13-0000307-0	FIRE	10/19/2013	Star Road near Sand Dunes Frontier	3111 Medical assist, ATV incident
13-0000308-0	FIRE	10/20/2013	1665 Highway 101	471 Explosive, bomb removal (for bomb scare, use 721)
13-0000309-0	FIRE	10/22/2013	Highway 101 & GLENADA RD	324 Motor Vehicle Accident with no injuries
13-0000310-0	FIRE	10/23/2013	375 9TH ST /Spruce Point	6114 Dispatched & cancelled en route, Prior to going
13-0000311-0	FIRE	10/27/2013	90711 SOUTHVIEW LA	622 No Incident found on arrival at dispatch address
13-0000312-0	FIRE	10/24/2013	4310 Highway 101	322 Motor vehicle accident with injuries
13-0000313-0	FIRE	10/26/2013	NORTH LANE	6119 Dispatched/tapped out in error
13-0000314-0	FIRE	10/28/2013	MP 1 @ Highway 126 @ Xylo	324 Motor Vehicle Accident with no injuries
13-0000315-0	FIRE	10/30/2013	2019 40TH ST	561 Unauthorized burning

EMS Incident Cnt: 0

Total Incident Count 23

Fire Incident Cnt: 23

SVFR

Department Journal

10/01/2013 to 10/31/2013

00:00 to 24:00

Training Classes

Time	Type	Record Id	Description/Location	Staff Hrs
Tue Oct 1, 2013				
09:00	TRAIN		Maintenance and Inventory	12.00
		Station 01	Central Station	
19:00	TRAIN		Maintenance and Inventory	55.00
		Station 01	Individual stations	
Tue Oct 8, 2013				
09:00	TRAIN		Captain's Choice	8.00
		Station 01	Sutton Station	
19:00	TRAIN		Initial Entry/Search/Salvage	54.00
		Station 01	Sutton Station	
Tue Oct 15, 2013				
09:00	TRAIN		RIT Kit/Buddy Breathing	16.00
		Station 01	Central Station <i>Rapid Intervention Team</i>	
19:00	TRAIN		Live Fire Training	6.00
		Station 01		
19:00	TRAIN		Search and RescuerIT/IE/PortaTank	50.00
		Station 01	Central Station	
Tue Oct 22, 2013				
09:00	TRAIN		Initial Entry/Class A/Horz Vent	14.00
		Station 01	Sutton Station <i>Horizontal Ventilation</i>	
19:00	TRAIN		Initial Entry/SearchRescue/Vent	58.00
		Station 01	Sutton Station	
Tue Oct 29, 2013				
09:00	TRAIN		Captain's Choice	12.00
		Station 01	Central Station	

SVFR

Department Journal

10/01/2013 to 10/31/2013

00:00 to 24:00

Training Classes

Time	Type	Record Id	Description/Location	Staff Hrs
Tue Oct 29, 2013				
19:00	TRAIN		Association/Business Meeting	70.00
	Station 01		Central Station	
20:00	TRAIN		Bloodborne Pathogens #2	0.00
	Station 01		Central Station	
Total Entries:		12		
			Total Staff Hrs:	355.00

October 2013 DRILL PL PARTICIPATION

Full Time/Part Time	10/01/13	10/08/13	10/15/13	10/22/13	10/29/13	5 Oct. Drills		% Oct. Drills		% YTD Drills-43		Oct. Calls -23		% Oct. Calls		YTD Calls-316		% YTD Calls		Last Activity
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Barrett, S	X	X	X	X	X	N/A	N/A	N/A	N/A	N/A	N/A	5	22%	99	31%	10/29/13				
Carnahan, J	O	XX	XX	XX	O	3	60%	41	95%	4	17%	63	20%	63	20%	10/29/13				
Connor, S	XX	XX	XX	XX	XX	5	100%	35	81%	7	30%	101	32%	101	32%	10/22/13				
Gray, A	XX	XX	XX	XX	XX	5	100%	39	91%	5	22%	29	9%	29	9%	10/29/13				
Jagoe, B	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5	22%	101	32%	10/29/13				
Moore, H	X	X	X	X	X	5	100%	39	91%	2	9%	N/A	N/A	N/A	N/A	08/11/13				
Stober, G	X	XX	XX	XX	X	5	100%	39	91%	14	61%	78	25%	139	44%	10/29/13				
Tipler, M																10/29/13				
Chaplain																				
Murphy, D	O	X	X	X	X	4	80%	39	91%	3	13%	30	9%	30	9%	10/29/13				
Support																				
Stober, A	X	X	X	X	X	5	100%	36	84%	N/A	N/A	N/A	N/A	N/A	N/A	10/29/13				
Captains																				
Barrett, D	O	X	X	O	X	2	40%	26	60%	0	0%	42	13%	42	13%	10/29/13				
Barrett, M	X	O	X	X	X	5	100%	40	93%	3	13%	42	13%	42	13%	10/29/13				
Beck, D	O	O	X	O	X	2	40%	28	65%	0	0%	16	5%	16	5%	10/29/13				
Holden, C	X	O	X	O	O	2	40%	25	58%	1	4%	26	8%	26	8%	10/20/13				
Iabichello, L	XX	X	X	X	X	5	100%	38	88%	11	48%	168	53%	168	53%	10/29/13				
Madden, T	X	O	X	X	X	4	80%	41	95%	1	4%	28	9%	28	9%	10/29/13				
Spinner, M	O	X	X	X	X	4	80%	37	86%	5	22%	105	33%	105	33%	10/29/13				
Warren, P	X	X	X	X	X	5	100%	38	88%	9	39%	112	35%	112	35%	10/29/13				
Station 1																				
Annett, D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	27	63%	2	9%	77	24%	77	24%	10/26/13				
Bacon, E #	O	O	O	O	O	0	0%	0 #	0 #	0	0%	0 #	0%	0 #	0%	02/26/13				
Dugan, B #	O	O	O	O	O	0	0%	1 #	6%	0	0%	0 #	0%	0 #	0%	09/03/13				
Evans, B	O	X	O	X	O	2	40%	24	56%	0	0%	13	4%	13	4%	10/22/13				
Fields, J #	X	X	X	X	X	5	100%	8 #	44%	0	0%	12 #	7%	12 #	7%	10/29/13				
Green, L	O	X	O	O	O	1	20%	30	70%	3	13%	141	45%	141	45%	10/10/13				
Holden, J	O	O	O	O	X	1	20%	23	53%	0	0%	3	1%	3	1%	10/29/13				
Heindel, M #	X	O	O	X	X	3	60%	8 #	44%	7	30%	119	38%	119	38%	10/29/13				
Lafotanoa, D *	O	O	O	O	O	0	0%	2 *	9%	0	0%	1 *	1%	1 *	1%	08/20/13				
Larson, J	O	X	X	X	X	4	80%	31	72%	1	4%	18	6%	18	6%	10/29/13				
Lemmonds, K #	O	X	XX	X	XX	4	80%	9 #	50%	3	13%	85	27%	85	27%	10/29/13				
Marler, T	X	X	X	X	X	5	100%	23	53%	4	23%	55	17%	55	17%	10/29/13				
Oakley, J #	X	X	O	X	X	4	80%	10 #	56%	5	22%	31 #	19%	31 #	19%	10/29/13				
Orozco, K	O	X	X	X	X	4	80%	35	81%	11	48%	112	35%	112	35%	10/29/13				
Payne, T	X	O	X	O	O	2	40%	23	53%	4	23%	51	16%	51	16%	10/15/13				

October 2013 DRILL PARTICIPATION

Perez, Ari #	X	O	X	O	O	O	2	40%	3 #	17%	0	0%	0 #	0%	10/24/13
Reid, Sam	X	X	O	X	X	X	4	80%	17	40%	0	0%	1	0%	10/29/13
Stapleton, D	O	O	O	O	O	O	0	0%	12	28%	0	0%	19	6%	07/25/13
Teel, T	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	32	74%	1	4%	40	13%	09/27/13
Thurman, B	X	O	O	X	X	X	3	60%	33	77%	1	4%	50	16%	10/29/13
Walker, K	O	O	O	O	O	O	0	0%	9	21%	0	0%	0	0%	04/23/13
Wymore, R	O	X	O	O	X	X	2	40%	27	63%	0	0%	62	20%	10/29/13
Wymore, T	O	O	O	O	X	X	1	20%	24	56%	0	0%	39	12%	10/29/13
Zimmerman, D	X	O	X	O	XX	XX	4	80%	37	86%	2	9%	79	25%	10/29/13
Station 2															
Borg, A	X	O	O	X	X	X	3	60%	31	72%	5	22%	28	9%	10/29/13
Crescioni, P *	X	X	O	X	X	X	4	80%	15*	68%	14	61%	111*	60%	10/29/13
Hancock, M #	X	O	X	X	O	O	3	60%	9#	50%	0	0%	2 #	1%	10/22/13
Hickson, N	X	O	O	O	O	O	1	20%	21	49%	1	4%	99	31%	10/04/13
Martin, T	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	34	79%	2	9%	38	12%	10/06/13
Oakley, K	O	O	O	X	X	X	2	40%	6	14%	0	0%	5	2%	10/29/13
Reck, C	X	X	X	X	O	O	4	80%	35	81%	6	26%	97	31%	10/23/13
Reynen, J	X	X	X	X	X	X	5	100%	39	91%	2	9%	109	34%	10/29/13
Rocchio, P *	O	X	O	O	O	O	1	20%	10*	45%	3	13%	26*	15%	10/11/13
Small, M	O	O	O	O	X	X	1	20%	12	28%	0	0%	18	6%	10/29/13
Snapp, T	O	O	O	O	X	X	1	20%	17	40%	0	0%	35	11%	10/29/13
Station 3															
Spomer, C *	X	O	X	O	X	X	3	60%	13*	59%	1	4%	10*	5%	10/29/13
Station 4															
Farnsworth, C	X	X	X	X	X	X	5	100%	37	86%	4	17%	24	8%	10/29/13
McCann, T	O	O	O	O	O	O	0	0%	15	35%	0	0%	2	1%	07/30/13
Station 5															
Foglio, Tony	O	O	O	O	O	O	0	0%	3	7%	0	0%	5	2%	09/28/13
Station 8															
Curry, S	X	O	X	X	O	O	3	60%	32	74%	0	0%	15	5%	10/22/13
Dimon, M	O	O	O	O	O	O	0	0%	21	49%	0	0%	8	3%	08/30/13
Garvey, K	X	X	X	XX	X	X	5	100%	37	86%	2	9%	25	8%	10/29/13
XX is two drills							#=July		(#18) (*22)				#163(*184)		

*=June

#=July

SAFETY COMMITTEE

October 29, 2013

MINUTES

Those in attendance: Buchanan, Tipler, Carnahan, Stober, Murphy, Mike Barrett, Doug Barrett, Jagoe, Beck, Iabichello, Spinner, Holden, and Warren.

Tire Chains

Captain Jagoe reminded personnel to become familiar with the tire chains for the apparatus and instruction for installation.

Icy Road Conditions

Everyone was reminded that the exhaust braking system must be off on the new apparatus.

Pre-Drill Briefing

A reminder for officers to attend the pre-drill briefing and be prepared to instruct on the drill ground.

Drill Task Sheets

Training Officer Stober presented new task assignment sheets for Firefighter 1 training procedures.

New Passports

New passports have been included for "Team 3" on appropriate apparatus.

Social Media

Captain Iabichello and Chief Tipler reviewed the present policy on Social Media and advised those present that there has been several violations of policy in Facebook.

Meeting adjourned at 6:40 P.M.

Submitted by:

John Buchanan, Recording Secretary

EMPLOYMENT AGREEMENT

This agreement is made and entered into effective this 30 day of October, 2013, by Siuslaw Valley Fire and Rescue ("District") and James C. Langborg ("Employee").

1. **Employment.** The District agrees to employ Employee, and Employee accepts employment, upon the terms and conditions of this agreement as the District's Fire Chief. Employee is, and shall remain, an at-will employee who may be terminated at any time with or without cause. Nothing in the policies of the District are designed or intended to give the Employee any rights as to expectations of employment or term of employment except as set out in this agreement.

2. **Term.** The term of this agreement shall begin on the date signed and shall terminate on June 30, 2016. This agreement shall be automatically extended for periods of one (1) year unless one party notifies the other in writing at least ninety (90) days prior to the expiration of any period of its desire not to extend this agreement. This provision does not restrict other rights of termination as contained elsewhere in this agreement. If the contract is not extended or renewed and ninety (90) day notice is given, Paragraph 7.b shall not apply.

3. **Compensation.** Compensation and benefits shall be as set from time to time by the Board of Directors and in accordance with the policies of the District. The following policies of the District will apply to the Chief:

- a. Disability and Sick Leave
- b. Vacation and Holiday Time
- c. PERS
- d. Insurance
- e. Funeral Leave
- f. Legal Defense

Any policies not attached or referenced herein which provide other benefits to other District employees shall not apply to the Chief unless specifically indicated by the Board of Directors.

If Employee is unable to perform his services by reason of illness or incapacity, he shall be compensated in accordance with sick leave and vacation accrued; thereafter, compensation shall cease. Employee's full compensation shall be reinstated upon his return to full employment and discharge of his duties. Notwithstanding any of the above, if Employee is absent or unable to perform his duties for a continuous period of more than six (6) months, the District may, upon its option, terminate Employee.

If the disability is a result of a job-related or connected injury for which Employee is receiving compensation, Employee shall not be entitled to compensation from the District. The District may continue to pay Employee during such periods of disability, until such time as compensation checks are received to cover the period of disability. The District shall be reimbursed any funds advanced to Employee, where the total of Employee's compensation check and funds received from the District would exceed the net amount of pay normally received by Employee for that period.

The Chief's base salary for the first year shall be \$89,075, payable in monthly amounts of \$7,422.91 per month, commencing on November 18, 2013. After the probationary first year, the Chief's base salary shall be \$95,325, payable in monthly amounts of \$7,943.75.

The District shall pay for and allow time for the Chief to participate in job-related conferences, workshops and continuing education classes. Those conferences, workshops and classes which the Chief is authorized to attend at District expense, on an annual basis, shall be included in the proposed budget. Attendance at conferences, workshops or classes which the Chief wishes to attend at District expense require the consent of the Board of Directors, even if in the District budget.

4. Moving Expenses. The Chief will be reimbursed for up to \$6,000 in moving expenses. Moving expenses shall be reimbursed to the District on a pro rata basis if employment is terminated by the Chief for any reason during the probationary year which ends November 17, 2014. Moving expenses shall be reimbursed upon submission of receipts for moving costs.

5. Extent of Services. Employee shall devote his entire time, attention and energies to the District's business in performing his duties as Fire Chief for the District. As Fire Chief, he is the chief executive officer of the District in accordance with the policies as set forth by the Board of Directors. During the term of this agreement, the Fire Chief shall not be engaged in any business activities which interfere with his current duties.

It is expected that Employee, as the District's chief executive officer, shall devote more than forty (40) hours per week to his duties. This position is exempt from overtime. In no circumstance, save illness and vacation, shall Employee devote less than forty (40) hours per week to the business of running the Fire Department. The hours shall be reviewed by the Board of Directors. The Employee may regulate his own hours in accordance with the instructions of the Board of Directors and the fulfillment of his duties. Examples of duties include:

- a. To initiate, administer and supervise the fire protection, fire prevention and emergency medical activities and programs of the District;
- b. To initiate, administer and supervise all functions and programs of the District, including ambulance transport service;
- c. To supervise the maintenance and upkeep of any facilities and equipment owned or maintained by the District, and to recommend to the Board the acquisition of new or sale of used equipment and facilities;

- d. To keep and maintain proper fiscal records for the District;
- e. To hire and fire, in consultation with the Board, all personnel necessary to carry out the business of the District, subject to the limitations of ORS 478.260;
- f. To do and perform all things necessary to be done to completely and fully administer said District and/or as otherwise directed by the Board of Directors of the District.

6. Reviews. The Employee's performance shall be informally reviewed after three (3) months of employment. The Employee's performance shall be formally reviewed at the end of the first and second six months of employment and annually thereafter. Any adjustments in compensation or benefits shall be addressed at that time. The procedure for evaluation will be adopted by the Board of Directors in open session. Regardless of the above, the Board may, at any time, evaluate the Chief's job performance. The procedure shall include but, not be limited to, evaluating the Chief in the following areas:

- a. Ability to cooperate with the Board, staff, community citizens and leaders, peer organizations and neighboring towns, districts, and the County;
- b. Ability to effectively communicate;
- c. Ability to effectively lead District employees and volunteers;
- d. Good working habits as an example to employees and volunteers;
- e. Full and efficient use of all District services;
- f. Management skills necessary to maximize the fire service to be made available to the District and minimize the cost to its taxpayers.

7. Termination.

- a. **Without Cause by Employee:** Employee may terminate this agreement upon ninety (90) days' written notice to the District. In such event, Employee shall continue to render his services and shall be paid his regular compensation up to the date of termination. No severance or other allowances shall be paid to him.
- b. **Without Cause by the District:** The District may terminate this agreement at any time upon fifteen (15) days' written notice to Employee. In such event, the Employee, if requested by the District, shall continue to render his services and shall be paid his regular compensation up to the date specified in the termination. Employee shall be paid on the date of termination a severance allowance of three (3) months' compensation, less all amounts required to be withheld and deducted. In addition, Employee shall be entitled to compensation for all earned but unused vacation, accrued holiday and personal time, subject to the general guidelines of the District for exempt employees. The Employee acknowledges that this contract provision cannot be changed or modified by any statement or policy of the District which would tend to indicate that he may not at any time be dismissed without cause,

or that Employee is other than an "at will employee". Acceptance of severance pay by Employee shall constitute a waiver and release of all claims of Employee and any persons legally entitled to assert claims as a result of Employee's dismissal, against the District, its Directors, employees, volunteers, agents, or representatives, whether known or unknown to Employee at the time such severance pay is accepted.

c. **Termination for Cause:** The District may terminate the Employee for cause as a result of the violation of any of the District's policies or directives, because of illegal action involving personal gain, or crimes of moral turpitude. Employee shall receive notice of any charges against him and any possible sanctions being considered. Employee shall also be advised of the date and time when the Board will consider the charges and possible sanction. He will be afforded an opportunity to refute the charges, either orally or in writing before the Board and to have representation of his choice at the hearing. Available options to the District other than termination include oral reprimand, written reprimand, and suspension with or without pay in accordance with the provisions of FLSA for exempt employees. In addition to the above, the grounds for removal include:

(1) Incompetency, inefficiency or inattention to or dereliction of duty.

(2) Dishonesty, intemperance, addiction to drugs or controlled substances, immoral conduct, insubordination or discourteous treatment of the public or fellow employees.

(3) Any other willful failure of good conduct tending to injure the public service.

(4) Neglect of duty and excessive absence.

d. **Probationary Employment:** Employee is considered a probationary employee for a period of one (1) year from the date he commences providing services to the District. It shall take action of the Board of Directors after a first annual review of the Fire Chief to end the probationary period. The Board of Directors may extend the probationary period after the review. The Employee may be terminated upon two (2) weeks' notice at any time during the probationary period with or without cause. None of the rights listed in paragraph b. adhere to or become applicable until the expiration of the probationary period.

e. Employment may also end by notice of intent not to renew or extend the contract as provided in Paragraph 2. The non-renewal may be with or without cause. In such event, the Employee, if requested by the District, shall continue to render his services and shall be paid his regular compensation up to the date specified as the end of the contract period. In addition, Employee shall be entitled to compensation for all earned but unused vacation and other time subject to the general guidelines of the District. The Employee acknowledges that this contract provision cannot be changed or modified by any statement or policy of the District which would tend to indicate that he may not at any time be dismissed, without cause or that Employee is other than an "at will employee". If this provision is the basis of termination, no severance shall be paid.

8. Waiver of Breach. Waiver by the District of any breach of any provision of this agreement shall not operate nor be construed as a waiver of any subsequent breach or a

waiver of this provision.

9. Amendments. No amendment or variation of the terms and conditions of this Employment Contract are valid unless the same is in writing, references this agreement, and is signed by both parties.

10. Severability. Should any portion of this agreement be held unenforceable or inoperative for any reason, it shall not affect any other portion of this agreement, and the remainder shall be effective as though such ineffective portion had been originally excluded.

11. Representation. At all times, the District has been represented by attorney J. Kenneth Jones of the Local Government Law Group, PC, a member of Speer Hoyt, LLC. The Employee acknowledges that at all times he had the right to and the availability of independent counsel of his own choosing in regard to this agreement.

12. Paragraph Headings. Headings are used solely for convenience and are not to be used in construing or interpreting the agreement.

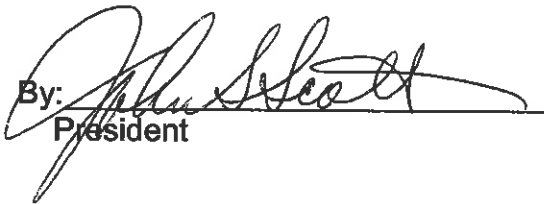
13. Governing Laws. The laws of the State of Oregon shall be used at all times to interpret and govern the interpretation in enforcement of this agreement. Venue at all times is Lane County Oregon.

14. Entire Agreement. The parties agree that this contract represents the entire agreement between the parties, and that all prior representations, promises or statements merge with the written contract and, unless specifically set out herein, are not enforceable.

IN WITNESS WHEREOF, the District acting through its Board of Directors has caused this agreement to be signed and executed on this 30 day of October, 2013, by its President. The Employee has executed this agreement on the date entered below. Each party acknowledges receipt by their signature of a signed copy of the agreement.

SIUSLAW VALLEY FIRE AND RESCUE

EMPLOYEE:

By: 
President

James C. Langborg

Date: _____

waiver of this provision.

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EMPLOYEE:

By: 
President


James C. Langborg

Date: 10-30-2013