

MINUTES OF THE SPECIAL MEETING OF THE WOOD RIVER FIRE PROTECTION DISTRICT

Call Meeting to Order: Chairman Commissioner Jay Bailet called the meeting of the Wood River Fire Protection District to order on December 5th, 2019 at Wood River Fire District Station #3, 11053 Hwy 75, Bellevue, Idaho at 3:00 PM.

Attendance: Commissioners Jay Bailet, Melanie Nevins, Seth Martin, Interim Chief Ron Bateman, Office Manager Stephanie Jaskowski.

Public Comment: None

Action Item: Approve and Sign Old Meeting Minutes from November 6, 19, 20, 2019. **Commissioner Martin motioned to approve the meeting minutes from November 6, 19, 20, 2019, Commissioner Nevins seconded motion. All in favor, motion carried.**

Action Items: Fulfilling Full time Position vacancy, Paid on Call hourly rates for 2020
Fire Chief's Report

ITEM: RFT Hiring Process (Chief's Report)

DESCRIPTION: As you are, I'm sure very aware, we have had an RFT career vacancy since late summer. When I met with the three Captains on October 8th the decision was made to move forward without filling this position, as some of the ideal internal candidates were finishing their paramedic program. It became painfully obvious in the six weeks that followed that meeting that we needed to get that position filled. I checked with WRFR Counsel prior to crafting the position announcement that I sent out Tuesday, November 26th.

We are putting the finishing touches on an assessment process next Saturday at Station 3. LT Huntsman, with assistance from LT Haavik and ENG DeMoe are going to be doing a tactical and technical assessment of the candidates in the morning and CPTs Taylor, White, and Sears will be doing a panel interview process in the afternoon. I will be evaluating the candidates' written essays. We will get together and make a decision based upon those three, equally weighted, components. We will announce the candidate who is offered the RFT position on Monday, December 16th.

ACTION PROPOSED: This position is within the organizational chart and the FY 2020 Budget supports this action. Subject to any questions, this item is, primarily, for information only. It will be my intention to have, whomever is selected, come to the January Board Meeting (with their family) for a badge-pinning ceremony. **No formal action necessary.**

The commissioners agreed with this decision.

ITEM: POC / PT Pay Rates (Chief's Report)

DESCRIPTION: Over the several weeks that I sat down and talked to 28 people POC / PT pay rates were a recurring theme. Here is a sample of the comments that I heard:

"Economy really impacts POC participation."

"Volunteer compensation is a weakness. A laborer in the Valley makes \$18/hour and a senior PT member here makes \$17.50 / hr."

"Pay scale for POC [is low] – it's why we lose members."

"Pay is too little for PT and Admin."

"A dishwasher at CKs makes \$18/hr."

The matrix (for POC / PT hourly wages) that exists has yet to be explained to me by any member of the organization. I know it intended to give a path towards development, but it only serves to confuse and de-motivate right now. SL Knox shared with me that he stood to only make \$0.25 more per hour when he finished his medic cert. This item was / is critical to fix issue right now. After a meeting with two of the SLs, I began to craft a new, far simpler matrix that I feel reflects various manners of contributing, education and experience. I met with 8-10 POC / PT members that came through the station in the following week and plugged them into the matrix and had conversations about their thoughts. The feedback has been overwhelmingly positive and appreciative. In addition, he met with a combination of FT and PT staff this morning with a healthy discussion and the matrix was well received.

What you will see is that the average wage currently is just a touch under \$16 / hour. I would guess when we fill in the blanks that the new average would be just about \$19 / hour. I estimate that this will, ultimately, be about a 16-18% adjustment to the hourly rate. I asked when the base rate was last adjusted for COLA and the response was not sure when that may have occurred, it had been several years.

Chief Bateman reviewed the attached table categories setting examples for obtaining a paramedic is valued three times more than your EMT certification. He placed high value on the BA/AA categories as it provides great value to the organization. The Subjective category is to be determined in 10 cent increments up to 50 cents by the lieutenants to their captains, with the captain making the amount recommendation to the chief. The amounts will increase a couple dollars more an hour as the categories are designed to reflect the way these people have educated themselves, developed themselves with experience and bring value to this organization. This matrix is much simpler and more understandable. The theory going forward will be allowing for a 3% COLA adjustment to the base rate and then the addons, when budgetarily approved.

I have reviewed the JPA and don't see anything that precludes us making changes (Item 4.5.5 is the closest). He's communicated with Chief Baledge on this topic.

He feels we will still stay within the budgeted figures for this fiscal year with this proposal.

ACTION PROPOSED: I would request discussion, questions and a roll call vote. My best understanding of the FY 2020 Budget is this action is viable. **Formal action is necessary.**

Commissioner Martin wondered long term effect of the years of service possibly giving a senior PT member more hourly compensation than a FT position. Chief Bateman feels this may not be an issue in

as there is no evidence at this point of this math occurring and may not be for some time yet. There is a need to recognize years of service and experience. Commissioner Martin agreed. Commissioner Bailet recognized this Salary Matrix update is long overdue as we have fallen behind the times on the pay schedules for PT POC members. Commissioners Nevins and Martin agreed. The Matrix will be evolving with times, growth and economies.

Dennis Kavanagh wondered if this would push caps within budgetary lines in the future, what mechanisms would apply to increase the line item. Commissioner Bailet said we could in the future review these line items and see where increases will come from. Overall, it's a good start in the right direction for this organization. Commissioner Nevins feels this concept will create incentives for the PT POC members to further their skills and longevity. Commissioner Martin feels this is workable for the line items with potential increases. Cpt. Ron Taylor added that there will be a natural attrition applicable to the PT POC member census and concern of a high number of members having longevity may not be seen, thus he feels will be of minimal in this regard. Cpt. Bass Sears clarified the Subjective category will change each year as performance and merit is evaluated. The base rate is the category that have the COLA increase added to it. Commissioner Martin feels we need to add the Wildland component, Chief Bateman recommended to add it to the Tech category which was acceptable to the commissioners.

Commissioner Martin motioned to approve the PT POC Members Matrix as presented with the Wildland Component added, Commissioner Nevins seconded the motion. All in favor, motion carried.

Action Item: Fire Chief position determination

Commissioner Bailet announced the Boards approval and acceptance of a Contract for Services with Chief Ron Bateman to fulfill the Fire Chief vacancy. Linda Haavik asked what the term of the contract was. Commissioner Bailey replied the contract will be from January 1, 2020 to July 1, 2021, a year and a half, where then, hopefully Chief Bateman's family will be established here in the valley.

Commissioner Martin motioned to offer the Fire Chief position to Chief Ron Bateman and approve the contract, Commissioner Nevins seconded the motion. All in favor, motion carried.

Congratulations Chief Bateman!

The Contract for Services for Chief Ron Bateman was duly signed by Commissioner Chair Bailet and witnessed by Fire District Clerk Stephanie Jaskowski.

A Swearing-in Ceremony will be held at the next regularly scheduled Commissioner's meeting on December 18, 2019.

Action Item: Executive Session: Consider Personnel Matters [Idaho Code 74-206 (1) (a) & (b)] – Not held.

Any New or Other Business: Commissioner Nevins will get a new contract from the landlord, Erica Exline on the apartment for the housing component on the Fire Chief Services Contract for the next meeting for formal approval and signatures.

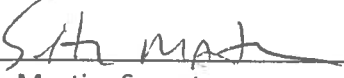
Adjourn: Commissioner Martin motioned to adjourn the meeting and Commissioner Nevins seconded the motion for Adjournment at 3:27 pm. All in favor, Motion carried.

Meeting Adjourned.

APPROVED:



Jay Baillet, Chairman



Seth Martin, Secretary



Melanie Nevins, Treasurer

EMPLOYMENT AGREEMENT – FIRE CHIEF

This Employment Agreement (“Agreement”) is entered into by and between the Wood River Fire Protection District, an Idaho political subdivision (“District”) and Ron Bateman (“Employee”), who shall collectively be referred to as the “Parties.”

RECITALS

WHEREAS, the District, through its Board of Fire Protection District Commissioners (“Board”) in accordance with Idaho Code section 31-1417 and other applicable law, desires to formalize and define Employee’s service as Fire Chief of the District; and

WHEREAS, Employee is presently serving as the Interim Fire Chief of the District and desires to serve as Fire Chief in accordance with this Agreement; and

WHEREAS, it is the Parties’ mutual desire to set forth and establish the terms and conditions by which Employee shall serve the District as Fire Chief.

NOW, THEREFORE, in consideration of the respective mutual covenants herein contained in this Agreement and the faithful performance of the terms and conditions as set forth below, the Parties agree as follows:

1. APPOINTMENT. The Board hereby appoints, and the District agrees to employ, Employee as Fire Chief of the District. Employee accepts the appointment effective as of the beginning date of the term as set forth below.

2. EMPLOYMENT AT-WILL. Employee acknowledges and agrees that Employee’s appointment to the position of Fire Chief is at-will and that Employee serves at the pleasure of the Board. The Parties agree that Employee’s employment with the District may be suspended or terminated by the Board by the Board, at any time, with or without cause. The Parties further agree that Employee may terminate his employment with the District for any reason and at any time. The Parties acknowledge and agree that Employee does not have a “property interest” in continued employment or any employment with the District and that Employee’s employment with the District shall remain at-will regardless of length of employment, past or current performance, pay raises, performance reviews, or representations by any employee or agent of the District. This at-will nature of Employee’s employment with the District may only be modified by a written agreement duly adopted and executed by the Board.

3. TERM.

3.1 This Agreement shall commence on January 1, 2020, and shall continue until July 1, 2021, unless sooner terminated in a manner provided by this Agreement.

3.2 Although this Agreement is for employment for a period in excess of the current fiscal year, any financial commitment of the District contained herein is subject to annual appropriation by the Board as required by applicable Idaho law. The parties acknowledge that the Board has no legal obligation to fund the financial obligations under this Agreement other than for the then current fiscal year pursuant to its budget. The Board has not irrevocably pledged any District reserves for the payment of salary or benefits herein. It is the intention of the Board to make such appropriations on an annual basis, recognizing that such an expression of intent is not legally binding on the current or future governing boards.

3.3 In the event of a merger or consolidation involving the District and another public agency during the term of this Agreement, the Parties agree that any and all of the terms of this Agreement, including but not limited to a reduction in rank from the position of Fire Chief, shall be subject to renegotiation.

4. DUTIES.

4.1 Employee shall assume and shall faithfully, diligently and to Employee's reasonable best efforts, perform all duties and responsibilities as District Fire Chief as set forth by applicable Federal and State law, the District's Policies and Procedures Handbook (which are incorporated herein by reference), and as may be assigned, specified or delegated by the Board from time to time, either orally or in writing. The Parties acknowledge and agree that the District's Policies and Procedures Handbook may be amended or modified during the term of this Agreement, subject to the Board's ultimate discretion, and that Employee's performance shall conform and comport to the version of the Handbook in effect at the relevant time. Employee shall report to and be subject to the general supervision and direction of the Board. Unless excused in advance by the Board Chair or his/her designee, Employee shall attend all special and regular meetings of the Board and shall attend (or delegate such responsibility to attend to appropriate subordinates) such other meetings and events as may be required by the position or agreed upon by the parties.

4.2 Employee agrees that Employee has a duty of loyalty to the District and shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention and reasonable best efforts exclusively to the District's business and affairs. Employee shall not engage, without the express prior written consent of the Board, in any other business duties or pursuits or render any services to or on behalf of a business, professional, or commercial nature to any other person or organization, whether for financial compensation or otherwise, that may cause a conflict of interest with the District or that might otherwise unreasonably interfere with the business or operations of the District or the satisfactory performance of Employee's duties. Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or incompatibility of office under applicable law.

4.3 Employee shall conduct himself in a manner that is appropriate for the position of Fire Chief and which complies with all applicable District Policies and Procedures, including but not limited to compliance with and administration of the District's Equal Employment Opportunity, Harassment, Violence in the Workplace, Drug and Alcohol-Free Workplace, Tobacco Free, Electronic Mail and Internet, and leave policies.

5. HOURS OF WORK. The position of Fire Chief is exempt from overtime under the Fair Labor Standards Act. Employee's regular, consistent attendance at District offices during the business hours of the District and meetings of the Board is expected and required as part of Employee's fulfillment of the Fire Chief duties. The Parties recognize that Employee will be required at times to address District business or Fire Chief duties outside of the District's customary business hours, and to that end, Employee's schedule of work may vary in accordance with the work required to be performed and in accordance with any direction of the Board.

6. COMPENSATION.

6.1 As compensation for all of Employee's services, and performance of said duties, District shall pay Employee, beginning January 1, 2020, an annual gross base salary of \$128,000, payable in equal installments and at the same periodic pay dates as the District pays its other personnel.

6.2 In addition to the above-stated base salary, Employee shall be provided a housing allowance from January 1, 2020 through December 31, 2020, in the amount of \$1,000 per month, which shall be disbursed or presented in the manner agreed upon by the Parties.

6.3 Employee hereby acknowledges that the position of Fire Chief is a salaried executive management position and is exempt from the provisions of state and federal laws and regulations pertaining to overtime and minimum hourly wage. No overtime compensation or compensation for unused approved time-off from duties (if any is granted or approved by the Board in addition to the paid time off provided for herein) or other compensation of any kind or nature shall be accrued or paid.

6.4 The Parties agree to conduct a salary review at such time and in such manner to make any necessary adjustments to Employee's base salary or other compensation so as to become effective on January 1, 2021, provided however, that the Parties may modify Employee's salary at any time in writing as executed by the Parties.

7. PAID VACATION LEAVE AND BENEFITS. In addition to the compensation set forth in Paragraph 6, Employee shall be granted 3 weeks (15 business days) of paid vacation for each 12-month period of employment, and such additional benefits awarded to other full-time, exempt personnel of the District or as otherwise provided to such District personnel under Idaho law, including participation in the District's uniform program. Accrual, use, compensation, or application of any such benefits shall be in accordance with applicable District Policies and Procedures.

8. TERMINATION OF EMPLOYMENT.

8.1 As stated in Paragraph 2, the Parties agree and acknowledge that Employee serves at the pleasure of the Board, that Employee's employment with the District may be suspended or terminated by the Board, at any time, with or without cause, and that Employee may terminate his employment with the District for any reason and at any time.

8.2 At the expiration of the term stated in Paragraph 3, Employee's appointment and employment as Fire Chief of the District shall terminate, unless such term and termination is modified in writing as executed by the Parties.

8.3 This Agreement shall terminate automatically upon the death of Employee or upon separation of Employee due to a disability which prevents him from performing the essential functions of the Fire Chief position.

8.4 Upon separation or termination, Employee will be compensated for all accrued but unused vacation leave and any other leave or benefits eligible for payment upon separation in accordance with the District's Policies and Procedures.

9. OFFICIAL VEHICLE. Employee shall be given the use of a District owned and maintained vehicle to be used (except as otherwise provided herein) solely in the conduct of District business and affairs. Employee may use the vehicle on a 24-hour basis due to the nature of his position which may require a response or presence at any time of any day at any location within the District. For convenience and to reduce response time, Employee may use the District vehicle for limited personal business or personal affairs when such personal use is within normal and approved travel boundaries. In no event shall said vehicle be driven out of the State of Idaho without prior approval of the Board. It may only be operated by employees of the District.

10. DISABILITY.

11.1 In the event that any off-duty or non-duty related sickness, illness or injury renders Employee disabled (which is defined to mean the inability to attend to and perform the duties and responsibilities of the position as solely determined by the vote of the Board), this Agreement shall terminate immediately upon such determination; provided, however, that the Employee shall continue to be paid for a period of 30 days after the date of such determination of disability, provided that this Agreement has not been terminated pursuant to Paragraphs 3 or 8 herein. The District may fund this obligation by purchasing a disability insurance policy on the Employee.

11.2 In the event of an on-duty or duty related sickness, illness or injury which renders Employee disabled (which is defined to mean the inability to attend to and perform the duties and responsibilities of the position as solely determined by the vote of the Board), Employee shall be subject to the District's Rules and Regulations regarding paid injury leave and applicable workers' compensation provisions.

11. DISTRICT PROPERTY. Upon the termination of the employment relationship and this Agreement, Employee shall return to the District all District records and personal property, including, but not limited to, files, keys, documents, records, lap top computer, computer data and disks, radios, pagers, cell phones, and similar items which are in his possession or control and provided to him by the District.

12. PROFESSIONAL LIABILITY.

12.1 Hold Harmless. The District agrees that, to the extent it can legally do so, it shall defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demand, claims, suits, actions, or legal proceedings brought against Employee by, or on behalf of, the District, or any criminal proceedings brought against Employee), in his individual capacity or in his official capacity as an agent and an employee of the District, provided that the incident giving rise to the claim arose while Employee was acting during the performance of his duties and within the scope of his employment as Fire Chief of the District and not acting willfully or wantonly to cause such harm or incident giving rise to the claim.

12.2 Provision of a Defense. The obligations of the District pursuant to this paragraph shall be conditioned upon prompt notification to the District by Employee of any threatened or reasonably contemplated claim; cooperation by Employee with the District and its legal counsel in defending the claim; and Employee not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express prior consent of the Board.

12.3 Reimbursement. In the event the District has provided a defense pursuant to this paragraph, and a court or other decision-making body having jurisdiction over the matter determines that the act or omission of Employee that has resulted in liability did not occur during the performance of his duties hereunder or within the scope of his employment or that the act or omission was willful or wanton, Employee shall reimburse the District for all costs of such defense and any final judgment paid on his behalf by the District.

12.4 No Individual Liability. In no event shall the District be individually or collectively liable or responsible to Employee for defending or indemnifying Employee against such demands, claims, suits, actions, and legal proceedings where such obligation would not otherwise exist.

13. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail, postage prepaid, and

addressed to the other party at the last known address. Any notice shall be deemed sufficient if receipt, regardless of the manner of communication, is acknowledged in writing, including electronic mail, by the receiving party.

14. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement further supersedes any and all other agreements or contracts, either oral or written, between the Parties.

15. AMENDMENT OR MODIFICATION. This Agreement may only be modified or amended through mutual agreement of the Parties, as shall be stated in writing and executed by the Parties.

16. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable but a court of competent jurisdiction, the remainder of this Agreement, or portion thereof, shall be deemed severable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

17. BINDING EFFECT. This Agreement shall be binding upon the District and Employee, and shall inure to the benefit of, and be binding upon, the Parties' heirs, assigns, executors, personal representatives, legal representatives and successors in interest.

18. GOVERNING LAW. This Agreement shall be interpreted, governed and enforced according to the laws of the State of Idaho. Venue for any such dispute shall be Blaine County, Idaho.

19. ATTORNEY'S FEES. In an action to enforce the terms of this Agreement, the prevailing party shall be entitled to compensation for reasonable attorney's fees and expenses of litigation incurred in said action.

20. FAILURE TO ACT. Neither the failure to exercise nor delay in exercising any right, remedy or power set forth in this Agreement shall operate as a waiver of or otherwise impede the exercise of that right, remedy or power.

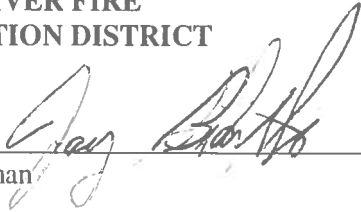
IN WITNESS WHEREOF, the Board has caused this Agreement to be duly adopted, executed and attested and Employee has executed and signed this Agreement, effective on the date last stated below.

DATED: December 5th, 2019

DATED: December 5, 2019

**WOOD RIVER FIRE
PROTECTION DISTRICT**

EMPLOYEE

By: 
Chairman


RON BATEMAN

ATTEST:

Clerk

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