# CENTRAL COOS FIRE & RESCUE

INTERGOVERNMENTAL AREEMENT FOR FIRE AND EMERGENCY SERVICES AND CREATION OF NEW ORS CHAPTER 190 ENTITY

BETWEEN:

Sumner Rural Fire Protection District an Oregon municipal corporation authorized and operating under ORS Chapter 478 (Sumner Rural Fire Protection District);

AND:

Millington Rural Fire Protection District, an Oregon municipal corporation authorized and operating under ORS Chapter 478 (Millington Rural Fire Protection District).

# RECITALS

1. ORS 190.003-190.130 allows local governments to enter into intergovernmental agreements with any other unit or units of local government for the performance of any or all functions that its officers or agencies, have authority to perform, including but not limited to the creation of ajoint, consolidated department or agency, jointly providing for administrative officers, resource sharing, or the establishment of an intergovernmental entity;
2. Sumner Rural Fire Protection District and Millington Rural Fire Protection District (collectively, the Contracting Parties) desire to work towards the creation of a coordinated and integrated Fire, EMS and Rescue response District and acknowledge that local fire districts and local governments can greatly increase the efficiency and the effectiveness of the provision of Services by providing regional solutions and thereby avoiding the duplication ofoverhead, better utilization of equipment, and more effective assigmnent of personnel, including the opponunity to enhance training and provide specialized Services. It is determined that this is especially true for the provision of fire and emergency response Services within the territories protected by the Contracting Parties.
3. Through the combination of resources, substantial economies and increases in effectiveness can be achieved. The creation of a regional Fire and Emergency Response Services "Fire & Rescue Authority" constitutes the next logical step toward the most efficient and effective provision of Services and allows an evaluation of the results prior to the consideration of consolidating other functions.
4. The Contracting Parties are authorized and empowered to supply fire protection and emergency response services within their respective jurisdictions by any available means, and to provide all necessary property, equipment, and personnel incident thereto.
5. The establishment of a regional Fire & Rescue Authority by the Contracting Parties in Coos County, Oregon will serve a proper public purpose and will promote the health, safety, prosperity, security, and general welfare ofthe inhabitants and the taxpayers of the Contracting Parties, Coos County, and the State of Oregon.
6. It is the Contracting Parties' intent that after establishing the Fire & Rescue Authority, the specific powers granted to the Authority, while generally and broadly set forth in this Agreement, shall only be exercised as they are specified (or limited) in this Agreement or any authorized Addenda. Addenda must comply with this Agreement, as well as further explain or specify the details regarding the Services provided by the Authority or persons or property transferred to the Authority. Addenda shall be adopted by signed resolutions from both Contracting Parties. The foundational powers of the Fire & Rescue Authority and its Board are set out within this Agreement.
7. The Contacting Parties intend to transfer employees as specified in this Agreement or subsequent addenda and will work together to fulfill any PERS requirements related to those employees.

# AGQEEMENT

In consideration of the mutual covenants, agreements, and promises set forth herein, the adequacy of which is hereby' acknowledged, the Contracting Parties agree as follows:

1. Establishment of Central Coos Fire & Rescue

Pursuant to ORS 190.010, there is hereby created the "Central Coos Fire & Rescue" (Authority) as a separate legal entity of the State of Oregon, existing separate and distinct from the Contracting Parties. The Authority shall have all the duties, privileges, immunities, rights, liabilities, and obligations of an Oregon intergovernmental entity as futther provided or limited by this Agreement and any Addenda and as provided or limited in ORS 190.010.

1. Effective Date and Term.

This Agreement shall become effective on July l, 2022 or at a later date mutually agreed upon by the

Contracting Parties, as long as it has been signed by the Contracting Paxties and as long as the Contracting Parties have each passed an Ordinance in accordance with ORS 190.085. The term of this Agreement shall be pelvetual and shall extend until terminated as provided in this Agreement.

1. Purposes of the Authority.

The purposes of the Authority are: to review the operations of fire protection and emergency response services in the tetTit01Y of the Contracting Panies; to determine a regional basis for providing such services; and to provide such services as further authorized or limitedby this Agreement and any addenda ("Services"). The Authority may provide any Services which the Contracting Parties are authorized to provide, subject to the terms and limitations established in this Agreement and any addenda. Such Services may be provided by the Contracting Parties individually or collectively or by the Authority directly, depending upon the terms of this Agreement. 4) Governance.

* 1. Governing Body. The governing body of the Authority shall be a Board of Directors

(Authority Board) comprised of a total of four (4) directors: two representatives from each of the two Boards of Directors of the Contracting Parties. Each Contracting Patty shall designate two Board members for appointment to the Authority Board, each of whom shall serve at the pleasure of their respective Contracting Party Board of Directors. Only duly-elected or appointed Board of Directors members may serve on the Authority Board. Each Authority Board member shall serve at the pleasure of the appointing District for a term of two years, which shall run from July 1 to June 30 of each year. During the first year of this agreement the Authority Board Members will be appointed as follows: 2 (one each from Contracting Parties) for a one-year term and 2 (one each from Contracting Parties) for a two-year term,

In order to maintain a quorum and conduct business on the Authority Board, in the event that any Authority Boarcl member is unable to attend any meeting of the Authority Board, an alternative pro-tem Authority Board member may be appointed by the Board Chair for the same Contracting Party as the absent Authority Board member.

* 1. Policies. Consistent with this Agreement, the Authority Board shall adopt policies which designate the duties and responsibilities ofthe Authority Board President, Board members, establish officers or governance rules and policies as it deems necessary, and which designate a business location within the boundaries of the combined territory of the Contracting Parties.

Vote. Each Authority Board member shall have one vote on matters before the Authority Board. All matters must be decided by majority vote of the Authority Board members. Three affirmative votes are required for approval of any proposal.

d. Quorum. A quorum of the Authority Board shall be three members, which must include at least one Authority Board member from each Contracting Party.

e, Dispute Resolution. If the Authority Board is unable to resolve an issue by majority vote of its members, the unresolved issue shall be referred to a joint meeting of the Boards of Directors for the Contracting Parties, who shall endeavor to resolve the issue. If, after discussion, the Authority Board remains unable to resolve the issue by majority vote each Board shall then vote on the issue with a majority vote from each Board required for approval of any proposal.

f. Administration, Policies, and Personnel. Each Contracting Party shall designate an administrative employee to be the primary contact for Authority business and communicate the designation to the other Contracting Party. Unless otherwise agreed to by the Contracting parties the Fire Chief will serve in this role. Either Contracting Party may change its designee from time to time after first giving notice of the change to the other Contracting Party. The duties of these designees shall include the maintenance of close working relations with private and public organizations which contract with the Authority. All Authority personnel shall be subject to Authority policies, procedures and rules. All Contracting Parties' personnel shall remain subject to the policies, procedures and rules of their respective Contracting Party. No joint employment relationship is established, intended, or inferred by this Agreement. Any personnel who are transferred from a Contracting Patty to the Authority must be included on an Addenda as further specified in Section 6(b), below. Any transfer of public employees to the Authority and any subsequent transfer of such employees back to their original employer upon this Agreement termination (and the winding up of the Authority's business) shall be done in accordance with ORS 236.605-640.

5) Authority Powers

The Contracting Parties intend to grant comprehensive powers to the Authority, as described below.

The Contracting Palties hereby delegate to the Authority the power, duty, and responsibility to maintain, operate, manage, and control all fire and rescue activities, equipment, resources, and all property of the Contracting Parties, including without limitation, the operation and management of all fire stations, land, buildings, and firefighting equipment, to employ or manage the necessary personnel, and to do any and all other things necessary or desirable to provide continued efficient and economical Services to all persons and property within the combined territories of the Contracting Parties (the combined territories of the Contracting Parties is referred to herein as the Authority's "Service Area"), as may be further described or limited within this Agreement and any addenda.

The Authority shall have, and may exercise, all powers and functions as vested in statutory rural fire protection districts, per ORS Chapter 478, except as specifically limited in this Agreement and any addenda.

These powers include, but are not limited to, the following:

1. To make and enter into contracts, including contracts with the Contracting Parties, for goods, Services, and related items. However, if such contracts obligate the Authority to spend $10,000 or more, the Authority Board and/or the Authority Fire Chief must first obtain the written approval of both Contracting Parties.
2. To employ all necessary management and administrative personnel as further directed and approved by the Contracting Parties and, subject to the duties listed in Section 6 below.
3. To acquire, construct, manage, maintain, or operate any buildings, works, improvements, or other facilities, subject to the duties listed in Section 6, below.
4. To acquire, hold or dispose of real or personal property, subject to the duties listed in Section 6, below.
5. To sue and be sued in its own name.
6. To incur debts, liabilities, or obligations subject to applicable law, provided that no debt, liability, or obligation shall constitute a debt, liability, or obligation of any of the Contracting Parties without express written approval by each Contracting Palty's Board.
7. To apply for, accept; receive and disperse grants, loans, and other aid from any governmental entity or political subdivision thereof.
8. To invest any unexpended funds that are not required for the immediate operation of the

Authority, as the Authority deterrnines is advisable, in accordance with the laws oftheState of Oregon.

1. To administer and enforce the Fire Code in effect within the respective territorial limits of the Contracting Patties if they are currently allowed or required by law to provide such service.
2. To carry out and enforce all provisions of this Agreement.
3. To engage the Services for legal counsel, accounting, or other persons for the purposeof providing professional, technical, or consulting Services as may be necessary for the purposes of the Authority.
4. Enter into agreements with the Contracting Parties to provide additional or specific Services, as shall be further described in addenda to this Agreement.

6) Duties

The duties of the Authority shall include, but are not limited to, the following:

a. Service Levels: To maintain Services in the Authority's Service Area at levels not less than those existing in each of the Contracting Parties' respective jurisdictions at the time of the execution of this Agreement. At the outset, the Contracting Parties shall each be responsible for supplying the Services to their own Service Area which they currently supply; however, through the signed adoption of an Addenda, they may decide to fransition the responsibility to provide such Services to the Authority under this Agreement.

Employment and List of Employees: The Authority, through its delegated supervisory employees or designated Board members, may hire and shall set the terms of employment, inclusive of training and proficiency standards, for all Authority employees, including volunteers. The Authority shall hire, manage, train, discipline and/or terminate such employees and/or volunteers as it may deem necessary for the efficient performance of the Authority's functions and responsibilities and in compliance with budgetary restrictions. The Authority shall keep a current list of all Authority employees hired

by or transferred to the Authority, designating which employees belong to the Authority. See addenda of transferred employees for a list of employees with position descriptions who will be transferred to the Authority subject to ORS 236.605-.640, upon the effective date of this Agreement (or at a later date determined by the Contracting Parties). The addenda may be amended by ajoint resolution ofthe Contracting Parties.

c, Disciplinary Process: In addition to general personnel policies, the Authority shall establishand maintain an employee disciplinary procedure to afford Authority employees and volunteers a mechanism to review and comment on disciplinary or other adverse job actions.

1. Fees and Charges: The Authority may set and collect fees and charge for Services rendered for Authority Services related to out-of-district or transportation corridor responses, as well as fees for other Authority Services, subject to applicable Oregon law,
2. Grants: The Authority shall regularly investigate and pursue public and private grants and other financial aid that may be available to fund or defray the cost of the Authority's operations.
3. Fire Chief: The Authority shall appoint a Fire Chief to oversee the operation of the Authority. The appointment of the Fire Chief will be determined through an agreement between the Authority and the Contracting Pmties, which is added as an addendum to this Agreement and adopted by a joint resolution of the Contracting Parties. The Chief or Chief's designee shall be responsible for the following duties and obligations, in addition to any duties as provided in the Authority Fire Chief's job description: which is attached h\_ereto as Exhibit I of the transferred employees addenda:

 Provide for the planning, design and construction of any buildings, additions, or improvements to the facilities owneci by the Authority, subject to the approval of the Authority Board.

1. To approve and execute any contract for capital costs, costs of special Services, equipment, materials: supplies, maintenance or repair that involves any expenditures by the Authority subject to the limitations set fotth in this Agreement and by the Authority Board from time to time.
2. To supervise all Authority personnel or volunteers, subject to the personnel rules established and adopted by the Authority.
3. To expend Authority-budgeted funds and enter into contracts on behalf of Authority for the immediate preservation of public health, safety and welfare, provided that the amount of funds involved does not exceed any limitations set by the Authority Board from time to time.

v, To dispose of any personal property of the Authority subject to the limitations set by the Authority Board from time to time, and applicable law.

 To prepare and submit to Authority Board and each Contracting Party's Board of Directors an annuai operating budget for the following fiscal year in accordance with applicable law, the budget schedules of the Contracting Parties, and the provisions herein.

1. To prepare for Board adoption and administer general operating guidelines and policies, as deemed appropriate.
2. To provide for the placement, staging and assignment of equipment and personnel.
3. To perform such other duties as directed by the Authority Board and report to the Authority Board at such times and on such matters as the Authority Board may direct.

x, To provide Services in the capacity of Fire Chief for the Authority for the supervision of each of the above items on behalf of each Contracting Palty.

1. Meetings.

Meetings of the Authority Board shall be on the same date and time every month (or on a different date to be determined by the Authority Board) as scheduled for joint SRFPD and MRFPD board meetings and shall comply with the Oregon Public Meetings Law. Minutes and notices of all meetings shall be sent to each Contracting Party the Friday before the scheduled meeting and at least four (4) working days in advance.

1. Budget.

Each year subsequent to the first, the Authority shall submit a proposed budget on or before May 1 to each Contracting Party, setting forth anticipated expenses and revenues necessary to fund the Authority for the succeeding year. The proposed budget shall the amount of money, and the method of calculation and apportionment, sought from each Contracting Patty to fund the Authority's operations. This proposed budget shall comply with Oregon Local Government Budget Law. Upon the Contracting Panies' and Authority Board's approval of the proposed Authority budget, the Authority shall be responsible, through its designated agents, to expend and review the revenues and operate within the approved budget as allowed by Oregon law.

The Authority will provide cost accounting and payroll Services. All expenditures and Services provided by the: Authority, including payments to or from the Contracting Pafties, shall be budgeted and accounted for through the Authority budget. Monies within the Authority funds canbe used only for Authority purposes and expenditures are subject to the approval of the AuthorityBoard. Authority Services may be provided by intergovernmental agreement with either Contracting Party or as otherwise provided by law. 9) Initial Services and Costs; Cost Sharing for Authority Expenses.

The Authority shall be responsible for all budgeted costs of providing the authorized Authority Services. Such costs shall be based upon consistent application of generally accepted governmental accounting principles. The specific Services provided by the Authority may be modified from time to time by subsequent agreement, a joint resolution adopted by both Contracting Parties and attached hereto as an  or by the Authority Board.

Initially, such Services shall include:

• Administration and oversight of The Authority, including the hiring of a chief executive officer to serve as Fire Chief for the Authority, as more specifically described in Exhibit I .

e Training and fire inspections activities, including hiring a Battalion Chief with duties as described in Exhibit 2. (subject to Section 6b)

e Other Services as may be agreed upon by the Contracting Parties from time to time which are adoptecl by resolution and added to this Agreement by Addenda.

Such costs shall include, by way of illustration and not limitation, the following:

1. All Authority personnel costs for all employees transferred to the Authority by the Contracting Palties or hired by the Authority (and listed on the transferred employee addenda per Section 6b), including all direct and indirect costs and contributions to pension funds and other employee benefits.
2. Authority administrative office costs.
3. Any Authority vehicle fuel, tires and maintenance and repair, any Authority vehicles shall be listed in an Addenda.
4. Authority Training costs.
5. Authority dues and subscriptions.
6. Authority Equipment lease payments and other Authority Obligations incurred for jointlyowned or Authority-owned equipment.
7. Debts lawfully incun•ed by the Authority.
8. Protective clothing for Authority employees and volunteers.

1. Authority insurance.

1. Authority legal, administrative, accounting, travel, food and conference expense.
2. Any Authority computers and administrative office equipment, which shall be listed in an Addenda.

When the Authority prepares its budget proposed for the Contracting Parties, it shall also prepare a cost-sharing proposal. Such cost-sharing proposals may be adopted by ajoint resolution of the Contracting Parties and, if so, shall be attached hereto as an Addendum.

The Contracting Parties agree that, during the first year of the Authority's existence, both parties will contribute 85% of their annua} tax revenue to the Authority. After the first year of the this cost sharing percentage may be amended by adopting a new Cost Sharing

Agreeinent by joint resolution of the Contracting Parties and attaching it hereto as an Addenda.

1. Indemnification.

To the extent limited by the tort claim limitations in the Oregon Tort Claims Act and the Oregon Constitution:

* 1. Each Contracting Pal\*ty shall indemnify and hold halynless the Authority and the other Contracting Party: its officers, employees and agents from and against any and all claims, actions, liabilities, costs (including costs ofdefense and attorney fees at trial or on appeal), arising out of or related to Services provided under this Agreement, including any dulyapprovecl attachments or addenda to this Agreement. In the event any such action or claim is brought against one Contracting Party which is the sole responsibility of the other Contracting Party, the Contracting Party responsible shall, upon tender, defend the same at its sole cost and expense, promptly satisfr any judgment adverse to other, and reimburse the other for any loss, cost, damage or expense (including attorney fees at trial or on appeal) suffered or incurred by the other.
	2. The Authority shall defend, indemnify and hold harmless each Contracting Party, its officers, employees and agents, from and against any and all claims, actions, liabilities, costs (including costs of defense and attorney fees at trial or on appeal), arising out of or related to the Authority's Services provided under this Agreement.
	3. Notwithstanding Sections 10(a) and (b), neither the Authority nor the Contracting Parties shall be required to indemnify, defend, or hold harmless each other for the non-indemnifying party's malfeasance, willful 01' criminal misconduct.
	4. The indemnification provisions in this Section shall survive the termination of this Agreement.
1. Miscellaneous.
	1. Inspection of Records. Except for privileged or highly confidential records, any Contmcting Party may inspect the records of the Authority or the other Contracting Palty relating to this Agreement, including those not subject to disclosure under the Oregon Public Records Law, provided, however, the Contracting Parw inspecting the records must preserve the nondisclosure nature of the record.
	2. Notice. Any notice required by this Agreement shall be deemed given when personally delivered or when deposited in the United Sates mail, postage fully prepaid, Certified andreturn receipt requested, addressed to all Contracting Parties as follows:

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| Sumner Rural Fire Protection District: | Chair, Board of DirectorsSumner Rural Fire Protection District60817 Selandel' RoadCoos Bay, Oregon 97420 |
| Millington Rural Fire Protection District: | Chair, Board of Directors |

Millington Rural Fire Protection District 62866 Millington Frontage Road coos Bay, OR 97420

Each Contracting Party may change its designated address by giving written notice to the other.

* 1. Audit. The financial records of the Authority shall be audited. The cost of such audits, to be conducted annually, shall be borne by the Authority.
1. Equipment and Facilities; Winding Up Duties Upon Termination.

At such time as the Contracting Parties deem appropriate, and by an authorized addendum to this Agreement, equipment and facilities may be transfen•ed to the Authority. If transferred, the equipment or facilities shall be transferred to the Authority as follows:

* 1. Conveyance of Interest. The Contracting Parties shall clearly convey any real property interests and properly record such conveyances according to the applicable law.
	2. Capital Account. The Authority shall keep current a list of real and personal property treated as capital assets under GAP,including facilities and equipment, transferred to the Authority or in which the Authority has any ownership interest. This list will be referred to as the Capita\* Account. The Capital Account shall indicate which entity owns the property, any percentages of any joint ownership, the value of the property (including the value of any improvements or modifications), and the original owner of the property and shall be attached hereto as an Addendum.
	3. Responsibility for Assets. The Authority shall be solely responsible for maintaining, repairing, and insuring all equipment and facilities transferred by the Contracting Parties or purchased by the Authority and listed in the Capital Account. All Authority policies of insurance regarding such property shall serve as primary insurance, and shall name the Contracting Parties as additional or co-insureds and loss payees. Under no circumstances will the Authority release, convey, dispose of or encumber any interest in any real property, including leasehold interests, without the prior written consent of the Contracting Party which contributed such property to the Authority. If property of a Contracting Pany, not previously conveyed to the Authority, is sold or traded-in by the Authority, the value of such equipment shall be considerecl an additional capital contribution by such Contracting Party.
	4. New Equipment and Facilities. During the term of this Agreement, the Contracting Parties acknowledge that equipment and facilities transferred to the Authority may be modernized or replaced by the Authority. Unless otherwise agreed to by each Contracting Party, new equipment or facilities purchased, or obtained to replace existing equipment or facilities, shall be titled in the name of the Authority. The addition and deletion of equipment and or facilities maintained and used by the Authority shall be promptly reflected on the schedule of equipment and facilities maintained by the Authority, but shall have no effect upon the capital account of the contributing Party.
	5. Distribution upon Termination or Withdrawal. Upon termination of this Agreement, all equipment and facilities titled in the Contracting Party's name and not transferred to the Authority, shall be returned to the Contracting Palty in a condition comparable to that which it was originally provided to the Authority, normal wear and tear excepted, and subject to modifications which have been approved by the Authority. In addition, upon the withdrawal of a Contracting Party from this Agreement, all equipment and facilities from the withdrawing Contracting Party and titled in the withdrawing Contracting Party's name, shall be returned to such Contracting Party in a condition comparable to that which it was originally provided to the Authority, normal wear and tear excepted, and subject to modifications which have been approved by the Authority.

With respect to all other assets of the Authority, in the event of a termination of this Agreement or the withdrawal from this Agreement by a Contracting Party, the Authority and the Contracting Parties agree to cooperate in a good faith and in a timely manner to transfer assets listed in the Authority's Capital Account so that the Contracting Parties can continue to provide adequate fire protection and rescue services to their respective territories without a lapse or significant reduction in the provisions of such Services and in a manner which reflects an equitable return of the Contracting Patties' capital contributions. Distributions of property in-kind shall be valued at the fair market value of the property being distributed at the time of the distribution. All such distributions shall be completed no later than the last day the Authority is authorized to provide Services for the Contracting Party.

In the event equipment or facilities cannot be equitably distributed to the Contracting Parties, and unless otherwise agreed, the property shall be sold with the proceeds allocated to the Contracting Parties pursuant to the value and ownership, as indicated in the Capital Account. After attempted mediation of disputes to resolve disagreements as to distribution or valuation of Authority assets, the Contracting Parties may agree to arbitration in accordance with ORS 36.600 through 36.740.

1. Principal place of Business,

The offices, principal place of business, and administrative headquMers of the Authority shall be located at the Millington Rural Fire Protection District; 62866 Millington Frontage Road, Coos Bay, OR 97420. The Authority Board may change the principal place of business at a properly noticed public meeting. The Authority Board will appoint a registered agent for the Authority. Unless otherwise agreed to by the Contracting palties the Fire Chief will serve in this role. Public records retention and production responsibility will be the responsibility ofthe Fire Chief or designee and any public record requests will be directed to the principal place of business.

1. Severability.

In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any person, corporation or circumstance by any court having competent jurisdiction, the remainder of this Agreement shall not be affected thereby. If any provisions of this Agreement shall be determined to be unconstitutional, invalid or unenforceable, such determination shall not affect or impair the validity or enforceability of any other provision, and the Contracting Patties agree to renegotiate the invalid or unenforceable provision so as to cure such defect, if possible, and have it reflect and serve as closely as possible the original intent and purpose of same unless to do so would render the Agreement inequitable.

1. Mediation.

In the event of dispute between any of the Contracting Parties which arises out of or relates to this Agreement, the operation of the Authority, the dissolution of the Authority, the winding up of the Authority's affairs, or the rights and duties of any of the Contracting Parties, including but not limited to dispute regarding the establishment or modification of budgets and budget requests, the Contracting Parties agree to first proceed in good faith to submit the dispute to mediation. The parties will jointly appoint an acceptable mediator and the Authority will pay the reasonable costsofsuch mediation, including the mediator's fees. If the parties cannot agree upon a mediator, either party may request that any person then sitting as presiding judge of the Coos County Circuit Court appoint a mediator.

1. Termination; Winding Up

This Agreement may be terminated at any time by mutual written agreement ofthe Contracting Patties. This Agreement may also be terminated by a Contracting Party upon six (6) months' prior written notice to the other Contracting Party. Upon termination, the Parties agree to follow all "wind up" duties and responsibilities provided for in this Agreement, including but not limited to the obligations regarding the transfer of public employees to the Authority and any subsequent transfer ofsuch employees back to their original employer upon termination of this Agreement, in compliance with ORS 236.605-.640.

Executed by approval of the Boards of Directors, this 20th day of June, 2022.

Sumner Rural Fire Protection District Board of Directors



Millington Rural Fire Protection District



Sharron Wells, Board Secretary