

# DRAFT

## Seal Rock Rural Fire Protection District

### Board of Directors Meeting – March 12, 2020

#### Seal Rock Administration Building

**Directors Present:** John Soltau                      Peter Benjamin  
Dustin Joll    Larry Henson  
Tina Fritz

**Others Present:** Chief Sakaris                      Derek Udoutch  
Jamie Mason    Gary Woodson  
Skip Smith    Dave Oliver  
Mike Burt    Lyle Beard  
Paul Highfill    Judi Highfill  
Mickie Lundquist                                      Paul Rimola  
Cheri Brubaker    Mary Lou Morris

#### **Call to Order – Board of Directors Meeting**

- President Soltau presided and called the meeting to order at 18:33. There was a quorum.

#### **Approval of Minutes for February 13, 2020 Meeting**

- President Soltau asked for a motion to approve the February 13, 2020 minutes. Director Benjamin made a motion to approve the minutes and Director Joll seconded the motion.
- President Soltau asked if there were any comments or corrections regarding the February 13, 2020 minutes. There were no comments or corrections.
- The minutes were approved.

#### **Financials (handout)**

- Director Benjamin distributed financial reports and discussed each statement.
- Balance Sheet as of February 29, 2020 – Summarized Current Assets and Liabilities. The total for Operating Funds was \$551,264. Total LOSAP Funds was \$50,317. Total for Truck & Bldg Reserve Funds was \$139,149. Total Accounts Payable was \$10,277. Total Credit Cards was \$1,650.
- Income and Expense February 2020 – Total income from taxes was \$3,271. Total income from interest was \$1,010. Expenses for the Firefighters Fund was \$19,400. Expenses for the Chief Fund was \$7,449. General Fund Expenses was \$12,896. Truck & Bldg Fund Expenses was \$2,417.
- Expense Detail February 2020 – Reviewed with no questions or comments.

- Budget vs Actual Report July 2019 through February 2020 – Total Income is 95% of budget. Total Firefighters Fund Expenses is 71% of budget. Total Chief Fund Expenses is 60% of budget. Total General Fund Expenses is 57% of budget. Total Truck & Bldg Fund Expenses is 44% of budget.
- Director Joll made a motion to approve Financials. Director Benjamin seconded the motion. Motion passed.
- Bills Paid March 2020 – Reviewed with no questions or comments.
- Credit Card Charges February 2020 – Total charges were \$1,650.40.
- Director Benjamin made a motion to approve Accounts Payable. Director Joll seconded the motion. Motion passed.
- Cash Requirements March 2020 – Director Benjamin stated \$41,000 is required for the month of March.
- Director Benjamin made a motion to make the transfer. Director Joll seconded the motion. Motion passed.

- Intergovernmental Agreement:

President Soltau introduced Chief Gary Woodson and Chief Jamie Mason from the Central Coast Fire District. President Soltau asked Chief Woodson and Chief Mason to discuss the Intergovernmental Agreement between Central Coast Fire District and Seal Rock Fire District. Chief Woodson has presented the agreement to his Board of Directors and the Board Chair has signed the same agreement as the Seal Rock Fire District Board has been presented. There will be an Oversight Committee to oversee the agreement. The two districts have been working together for some time on medical, accident and fire calls. President Soltau asked if the policies for both districts match. The policies are being reviewed and will try to standardize the policies so they are the same. This is a work in progress. Seal Rock Fire District will go to high priority calls for their district with Central Coast and vice versa. Calls will be prioritized to see if backup is needed. President Soltau had a question about the Operational Document between the two districts and would like the Board to review it. Chief Mason said the agreement is not a merger of the two districts. The agreement allows the use of resources as if the districts were one. They can share equipment and personnel. Chief Mason has been doing training for both districts. The Master IGA is a guideline. Director Joll asked how the county mutual aid agreement would be affected. He gave the example of a structure fire. The agreement would allow employees to assist each other with personnel as needed. Each district still has the financial responsibility. In the past, the districts have shared on a hand shake basis, now there will be a document in place. Each district has one on duty employee during the day. After dark, two employees will go together on a call. It will not be necessary to wait for volunteers to respond before two are available to go on a call. Director Fritz stated 911 dispatch is from Salem and there can be a delay responding to a call. With the agreement, there will be a quicker response. Director Joll expressed his concern about Section 3 of the Agreement for Compensation. He feels this section is too ambiguous. It was explained that the Chiefs have to agree to any charges and it goes to the Oversight Committee for review. There could be a financial cost to one district such as the cost of a training officer. The Oversight Committee has to agree before it would be put in place. Other districts are using the same Intergovernmental Agreement.

Director Fritz made a motion to approve the Intergovernmental Agreement. Director Benjamin seconded the motion. Motion passed and President Soltau signed the Agreement.

A copy of the Intergovernmental Agreement is attached.

### **Old Business**

- Policy Update:

Chief Sakaris asked the Board to approve the policies from Lexipol. There will be additional policies to approve later. Director Joll made a motion to adopt the Lexipol policies. Director Benjamin seconded the motion. Motion passed.

- Firefighter Position Update:

Chief Sakaris reported there are 18 applications. Closing date was March 2<sup>nd</sup>. The Chief will go through the applications to determine if each applicant qualifies. The interview process will follow. Applicants will have a physical and background check. The target date is May or June. Director Henson asked if the contract will be ready by then. President Soltau and Director Joll are working on the proposal as well as legal council.

### **New Business**

- Intergovernmental Agreement:

Previously discussed and approved.

- Chiefs Report by Chief Sakaris:

Chief Sakaris gave information about the Corona Virus in Oregon. There are 24 cases in Oregon as of March 12, 2020. There is a total of 367 pending cases with a total of 548 being monitored. Washington County has 8 cases with other counties having one or two cases. There are no cases in Lincoln County. Eleven of the cases in the state of Oregon are people 55+. Governor Brown has the Community Distancing Policy in affect for one month. There is a ban on any event for 250+. Most of the concern is for the elderly.

Chief Sakari discussed the items in his February 2020 Monthly report that follows.

1. February 15, 2020 attended the community outreach at the Bayshore Station for blood pressures.
2. February 20, 2020 CPR class was given to two volunteers.
3. February 20, 2020 attended the Fire Chiefs' meeting in Newport.
4. February 21, 2020 completed infectious control plan.
5. February 23, 2020 all qualified personnel were SCBA fit tested.

6. February 25, 2020 Chief went to Salem ODF Headquarters to look at a rescue unit they had in surplus. Cost approximately \$2000.

(Director Fritz doesn't think it is a good idea to purchase this unit, it is too costly. Chief Sakaris stated it would cost \$10,000 to \$12,000 to get it operational. President Soltau suggested getting more information.)

7. February 26, 2020 Doug's Electric repaired light switch that had burned wiring.

8. February 28, 2020 Chief Sakaris met with Mr. Chapman who has applied for the firefighter's position.

9. March 2, 2020 Chief Sakaris participated in the webinar for our monthly update with Lexipol policies.

10. March 3-5, 2020 Chief Sakaris attended the annual Northwest Leadership conference in Portland as a guest of Lexipol.

11. March 7, 2020 Chief Sakaris met with Richard from Doug's Electric in regards to the electrical issues that occurred on March 6, 2020 at 11pm. It was found that the main breaker to the station is faulty and is tripping. This breaker is one that is not in use anymore. The repair for this issue is to replace the old electrical panel.

12. March 10, 2020 attended the Corona Virus webinar hosted by OHA on the current status of the virus in Oregon.

13. March 10, 2020 attended the weekly webinar for Seal Rock policy update with Lexipol.

14. March 11, 2020 met with Adam Springer regarding personnel issues.

15. March 11, 2020 Doug's Electric at the Bayshore station to replace electrical panel. Panel replaced.

There were 12 medical and 13 fire calls for a total of 25 calls for the month. The average turnout time was one minutes three seconds to get to the station and five minutes 46 seconds to get to a call. There were 369 calls last year. The response time last year was nine minutes fifty seconds for fires and seven minutes for EMS. Director Fritz thinks the checking out monitor is a good idea.

- Paul Highfill announced that he is done as a volunteer. A letter of resignation was submitted by Paul Highfill, Lyle Beard and Mike Burt.
- SRFD Association:

Dave Oliver said the Association is short on volunteers. There are currently two new people in training. Mr. Oliver and Director Henson have been finger printed. Mr. Oliver thought Mr. Highfill, Mr. Beard and Mr. Burt intended to address the Board on some financial issues but decided not to do so.



### **Public Comments:**

- Paul Rimola said there was a rumor that the decision by Lincoln County regarding Brian Booth Park was being appealed. This rumor is not correct. There is no appeal from State Parks and the time for an appeal has passed. The denial stands.
- Skip Smith expressed his concern regarding the lack of information the public gets regarding Seal Rock Fire District. He feels this may be the reason why the ballot measure to hire more firefighters has been defeated. Mr. Smith volunteered to work on an annual report for the District. Mr. Smith is a retired fire chief. Chief Sakaris stated an annual report is a lot of work but with help he is willing to do the report. Director Benjamin is willing to help. Director Benjamin works with Emergency Management for Lincoln County and can get the template used by Lincoln County. It was suggested putting the annual report on the District website, Facebook and local newspaper. Mickie Lundquist also volunteered to help. Chief Sakaris has data for the report and Mr. Smith already has a format ready.

### **Board Comments:**

- None.

President Soltau adjourned the meeting at 19:45.

Minutes prepared by Mary Lou Morris.



**CENTRAL COAST FIRE & RESCUE DISTRICT #7**  
**And**  
**SEAL ROCK RURAL FIRE PROTECTION DISTRICT**



**INTERGOVERNMENTAL AGREEMENT**

**MASTER IGA**

**PARTIES:** This Agreement is by and between Central Oregon Coast Fire and Rescue District #7, hereinafter referred to as CCF&R, and Seal Rock Rural Fire Protection District, hereinafter referred to as SRFPD, and collectively hereinafter referred to as Districts.

**RECITALS**

Whereas Oregon Revised Statutes (ORS) Chapter 190.010 authorizes units of local government to enter into written agreements with other units of local government for any or all the functions and activities of a district to the Agreement.

and Whereas, both Districts are duly organized rural fire protection districts established under ORS Chapter 478. Both Districts have a long history of auto/mutual aid; and Whereas, a strong working relationship is an asset to both Districts.

Now, therefore, in consideration of each District's performance of the covenants, terms and conditions herein as they run to the benefit of the other, the Districts mutually agree:

**MASTER IGA AGREEMENT**

**SECTION 1- PURPOSE**

This agreement serves two purposes: 1) to establish the terms and conditions under which CCF&R and SRFPD agree to share employee resources; and 2) to serve as a "Master IGA" which provides essential terms and conditions for future resource and service sharing agreements between the Districts. Either District may request identified resources and/or services from the other. If agreed to, such terms will be added as Appendices to this Master IGA and may incorporate the terms and conditions established herein in whole or part or may establish different terms and conditions. If each District Board approves and executes Appendices to this Agreement, such Appendices are, by reference incorporated herein. If there is any conflict between any attached Appendix and this Master IGA, the Appendix shall prevail. Recognizing the purpose and the spirit with which this Agreement is entered into, both Districts agree to cooperate, consult, meet and work together in resolving, to the mutual satisfaction of the Districts, any questions or problems which may hereafter arise in connection with the performance of this Agreement.

## **SECTION 2 – TERM; TERMINATION; RENEWAL; AMENDMENT**

This Agreement shall be effective upon signature of both Board Presidents and will expire on December 31<sup>st</sup>, 2020. This Agreement may be terminated at any time by either District providing at least (90) days' written notice to other District of its intent to terminate or upon mutual written consent of both Districts.

This Agreement will automatically renew for an unlimited number of one-year renewal periods unless either District notifies the other of its desire not to renew the Agreement at least 90 days prior to the end of the fiscal year.

This Agreement may be amended by mutual, written consent of both Districts.

## **SECTION 3 - COMPENSATION**

Quarterly, each District's Fire Chief will review the number of equipment or services that they have provided the other District. To quantify the cost of providing those equipment or services, they will use actual total costs incurred on the District. They will then use this figure to jointly determine whether there is enough difference to warrant compensation to the District that incurred more cost. This information will be provided quarterly to the Oversight Committee.

## **SECTION 4 – REVIEW, EVALUATION, AND QUALITY ASSURANCE**

Each District shall notify the other as soon as possible of any incidents that affect the quality of service delivery under this Agreement. Both Districts agree to work diligently towards resolving any issues that may arise for the mutual benefit of the Districts.

Oversight Committee: Each District agrees to appoint two Board Members, along with its Fire Chief, to serve as that District's representatives on the Oversight Committee. The Oversight Committee shall meet as necessary, and not less than annually. The purpose of the Oversight Committee shall include reviewing the status and progress of this Agreement.

## **SECTION 5 – LIABILITY/INDEMNITY**

Subject to the Oregon Tort Claims Act limits and the Oregon Constitution, CCF&R shall defend, indemnify and hold harmless SRFPD, and each of SRFPD's elected officials, officers, agents and employees, from and against any and all losses, claims, actions, costs, judgements, damages, or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatsoever nature, arising out of or related to the performance of this Agreement by CCF&R, including, but not limited to, any acts or omissions of CCF&R officers, employees, agents, volunteers and others, if any, designated by CCF&R to perform services under this Agreement.

Subject to the Oregon Tort Claims Act limits and the Oregon Constitution, SRFPD shall defend, indemnify and hold harmless CCF&R, and each of CCF&R's elected officials, officers, agents and employees, from and against any and all losses, claims, actions, costs, judgements, damages, or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatsoever nature, arising out of or related to the performance of this Agreement by SRFPD, including, but not limited to, any acts or



omissions of SRFPD officers, employees, agents, volunteers and others, if any, designated by SRFPD to perform services under this Agreement.

### **SECTION 6 – DEFAULT**

If a District believes that the other District is in default of the terms or conditions of this Agreement, it shall give the District alleged to be in default written notice of said default and shall allow not less than ten (10) days for the default to be cured. If the default cannot be cured within ten (10) days, it shall be sufficient if the defaulting District begins addressing the alleged default and continues with its best effort regarding a resolution. If the default is not cured within that time or the time reasonably allowed for cure, the following remedies are available to the Districts:

- A. Either District may declare this Agreement to be terminated, at which time the provisions of Section 7 of this Agreement shall be complied with.
- B. If agreed to by both Districts, initiate binding mediation; or
- C. Either District may initiate binding arbitration of any dispute pursuant to ORS 190.710 to ORS 190.800, with the exception that the Arbitration Service of Portland and its rules will substitute for the American Arbitration Association and its rules.

Each of the above remedies is deemed to be cumulative and non-exclusive of any other remedy.

### **SECTION 7 - PERSONNEL; COMPLAINT RESOLUTION**

CCF&R employees will always remain solely the employees of CCF&R. Nothing herein creates a joint or shared employment relationship. CCF&R shall be solely responsible for payment of all wages, insurance, PERS, fringe benefits, and employment taxes for each of their employees. CCF&R employment is governed solely by the rules and regulations of their respective District including, but not limited to discipline and benefits.

SRFPD employees will always remain solely the employees of SRFPD. Nothing herein creates a joint or shared employment relationship. SRFPD shall be solely responsible for payment of all wages, insurance, PERS, fringe benefits, and employment taxes for each of their employees. SRFPD employment is governed solely by the rules and regulations of their respective District including, but not limited to discipline and benefits.

Any personnel issues experienced by any personnel performing services pursuant to this Master IGA or any appendix shall be reported up their own chain of command in a timely fashion to allow for swift investigation and resolution.

If either District has a complaint about the Services provided herein, it shall bring the complaint in writing to the other District's President, who may attempt to resolve the complaint through the Oversight Committee or by bringing the issue to its board of Directors. After review by each respective Board, if the issue is not resolved, the Districts may meet in joint session, either public or executive session, to further review the issues.

### **SECTION 8 – REPRESENTATION**

At all times, the parties have been represented by the Local Government Law Group, a member of Speer Hoyt LLC. We acknowledge that the Local Government Law Group has represented

the common and non-conflicting interests in both CCF&R and SRFPD and that should a conflict arise, both Districts shall seek independent counsel. The Districts have signed an acknowledgement and waiver form to that effect.

**SECTION 9 – ENTIRE AGREEMENT; AMENDMENT**

This written Agreement, along with the attached exhibit A and any approved appendices constitute the entire agreement between the Districts. Any amendment to this agreement shall be in writing and signed by the representatives of the Districts as duly authorized by the governing body of each District.

**SECTION 10 - EXECUTION**

The execution of this agreement by each of the undersigned is done pursuant to the authorization of the governing body of each District, voted upon in an open meeting in accordance with Oregon Law, and each person executing this Agreement hereby certifies that they are authorized to execute this Agreement on behalf of the Districts. In witness hereof, the Districts, through their duly authorized representatives, have executed this Agreement on the date or dates set forth below.

**Central Oregon Coast Fire Rescue District #7**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim Grady, Board President

**Seal Rock Rural Fire Protection District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Soltau, Board President

**INDEX OF CONTENTS OF EXHIBITS AND APPENDICES**

Exhibit A to the Master IGA.....Rules for Developing Appendices  
Appendix One.....Rotating Duty Chief Officers  
Appendix Two.....Fire Officers and Fire Fighters  
Appendix Three.....Training Program

## **EXHIBIT A TO THE MASTER IGA**

### **Rules for Developing Appendices**

#### **SECTION 1 – PURPOSE**

This exhibit is developed to outline what is to be included in an Appendix to the Master IGA.

#### **SECTION 2 – TERM; TERMINATION; RENEWAL; AMENDMENT**

Unless explicitly stated otherwise in an Appendix, the Term, Termination, Renewal, and Amendment provisions shall be governed by the Master IGA, Section 2.

#### **SECTION 3 – SERVICES TO BE PROVIDED**

This Section should detail what services are to be provided pursuant to the Appendix.

#### **SECTION 4 – COSTS**

What is the financial expense (if any), what is the cost share, when is payment due, late payment penalties, etc.

#### **SECTION 5 – REVIEW, EVALUATION, AND QUALITY ASSURANCE**

This Section should detail how, when, what to review, evaluate, and to ensure quality and by whom.

#### **SECTION 6 – PROCESS FOR REVIEW OF APPENDICES; LIABILITY AND INDEMNITY**

- A. The Oversight Committee will develop each Appendix and shall approve the draft before presenting to the Boards. Each Appendix must be approved by a majority vote of each Board and must be signed to become effective.
  
- B. Any Board member can recommend changes to any Appendix by submitting the requested changes in writing to their Oversight Committee representative for Oversight Committee review and potential recommendation for amendment to each Board. Unless



otherwise provided in the Appendix, the Liability and Indemnification provisions shall be as provided in the Master IGA.

**SECTION 7 – EXECUTION**

The following statement shall be included within each Appendix:

“The execution of this Appendix by each of the undersigned is done pursuant to the authorization of the governing body of each District, voted upon in an open meeting in accordance with Oregon Law, and each person executing this Appendix on behalf of CCF&R or SRFPD. In witness whereof, the Districts, through their duly authorized representatives, have executed this Appendix on the date or dates set forth below.”

**Central Oregon Coast Fire Rescue District #7**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim Grady, Board President

**Seal Rock Rural Fire Protection District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Soltau, Board President



# APPENDIX ONE

## **ROTATING DUTY OFFICER**

### SECTION 1 – PURPOSE

The purpose of this Appendix is to provide the terms and conditions under which the Districts will share the services of the Fire Officers to ensure that a Duty Officer is always available. An Appendix is a contract, which incorporates the essential terms and conditions of the Master IGA but may expressly provide for different or more specific terms and conditions. In the event of an express conflict between the Master IGA and this Appendix, this Appendix shall prevail.

### SECTION 2 – TERM; TERMINATION; RENEWAL; AMENDMENT

The Term, Termination, Renewal, and Amendment provisions of this Appendix shall be as provided in the Master IGA.

### SECTION 3 – SERVICES TO BE PROVIDED

Beginning with the effective date of this Appendix, CCF&R and SRFPD shall each share the services of their Rotating Duty Officer. The Rotating Duty Officer is responsible for the following:

1. Respond to alarms as required; act as incident commander at emergency scenes and assume command of operations; prepare follow-up incident reports and investigations, as required.
2. Ensure the safety of personnel during emergencies.
3. Manage resources for adequate response and adjust responses as needed to manage multiple simultaneous alarms.
4. Initiate response to, and attempt to resolve, difficult and sensitive citizen inquiries and complaints through District guidelines; if necessary, contact the Fire Chief or another Chief Officer from the respective District.
5. Be a Liaison between outside agencies. (Example: Police, Coast Guard, DEQ, Public Works, etc.)
6. Using excellent customer service skills, establish and maintain effective working relationships with other employees, volunteers, officials, and all members of the public.
7. Assume responsibility of the Districts in absence of the Fire Chief or Assistant Fire Chief.
8. Respond to other situations or incidents that affect the Districts or communities.

The Chief Officers of both Districts shall mutually agree upon a schedule for assignment of the Rotating Duty Officer(s). The Rotating Duty Officers may be assigned to either District to perform the duties of a Rotating Duty Officer, but shall at all times remain employees/volunteers of the respective District for all intents and purposes and shall not be deemed as a "shared" employee/volunteer, as further described in the Master IGA.

The Rotating Duty Officer, in performing the Rotating Duty Officer duties, shall generally apply the appropriate policies and practices of the District they are serving at the time, but may deviate from such policies and practices at their discretion as the situation allows, as long as they notify the Fire Chief of the District being served immediately after such deviations. However, for disciplinary or performance evaluation purposes, the Rotating Duty Chief Officer shall only be subject to the policies of that Officer's "home" employer. It is the goal of each District to work towards consistent and uniform practices.

#### **SECTION 4 – COSTS**

It is the responsibility of CCF&R to employ and pay all wages, benefits and expenses for its Rotating Duty Officer position. CCF&R shall provide vehicles to its Rotating Duty Officer necessary for the performance of that Officer's duties.

It is the responsibility of SRFPD to employ and pay all wages, benefits and expenses for its Rotating Duty Officer position. SRFPD shall provide vehicles to its Rotating Duty Officer necessary for the performance of that Officer's duties.

Any additional costs that one District incurs over another shall be brought before the Oversight Committee for discussion and resolution, per section 3 of the Master IGA.

#### **SECTION 5 – REVIEW, EVALUATION, AND QUARTERLY ASSURANCE**

The Fire Chiefs shall provide at least quarterly a report to the Oversight Committee outlining what is working and what is not working, with recommendations for improvements regarding the Rotating Duty Officer shared services.

#### **SECTION 6 – PROCESS FOR REVIEW OF APPENDICES; LIABILITY AND INDEMNITY**

Any Board member can recommend changes to this Appendix by submitting the requested changes in writing to their Oversight Committee representative for Oversight Committee review and potential recommendation for amendment to each Board. The Liability and Indemnification provisions of this Appendix shall be as provided in the Master IGA.

**SECTION 7 – EXECUTION**

The following statement shall be included within each Appendix:

“The execution of this Appendix by each of the undersigned is done pursuant to the authorization of the governing body of each District, voted upon in an open meeting in accordance with Oregon Law, and each person executing this Appendix on behalf of CCF&R or SRFPD. In witness whereof, the Districts, through their duly authorized representatives, have executed this Appendix on the date or dates set forth below.”

**Central Oregon Coast Fire Rescue District #7**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim Grady, Board President

**Seal Rock Rural Fire Protection District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Soltau, Board President



**APPENDIX TWO**  
**FIRE OFFICERS & FIRE FIGHTERS**

**SECTION 1 – PURPOSE**

This Appendix is entered into by and between CCF&R and SRFPD to enable them to share the Line Staff role in order to maximize the critical resources for the benefit of both agencies. An Appendix is a contract which incorporates the essential terms and conditions of the Master IGA but may expressly provide for different or more specific terms and conditions. In the event of an express conflict between the Master IGA and this Appendix, this Appendix shall prevail.

The purpose of this Appendix is to establish a program between the Districts, under which roles of Fire Officer and Fire Fighter services are shared between the two Districts.

Each District shall follow its callback procedures before requesting personnel from the other District.

**SECTION 2 – TERM; TERMINATION; RENEWAL; AMENDMENT**

The Term, Termination, Renewal, and Amendment provisions of this Appendix shall be as provided in the Master IGA.

**SECTION 3 – SERVICES TO BE PROVIDED**

Beginning with the effective date of this Appendix, CCF&R and SRFPD shall each share the services of their Fire Officers and Fire Fighters.

Fire Officers and Fire Fighters are responsible to be familiar with and carry out the Essential Duties, Principle Job Functions and Responsibilities as required in the Job Descriptions of each District.

The EMS standing orders utilized by EMT's and Paramedic's will be that of their home agency.

Fire Officers and Fire Fighters may be assigned to either District to perform the respective duties of a Fire Officer and Fire Fighter, but shall at all times remain employees of their employing District for all intents and purposes and shall not be deemed as "shared" employee, as further described in the Master IGA. The assigned Fire Officer shall work under the general guidance and supervision of the Fire Chief or Assistant Fire Chief. The assigned Firefighter shall work under the general guidance and supervision of the Fire Officer.

The Fire Officer and Fire Fighter, in performing the duties, shall generally apply the appropriate policies and practices of the District they are serving at the time, but may deviate from such policies and practices at their discretion as the situation allows, as long as they notify an

appropriate Chief Officer of the District being served as soon as possible after such deviations. However, for disciplinary or performance evaluation purposes, the Fire Officer and Fire Fighter shall only be subject to the policies of that employee's "home" employer and their respective Collective Bargaining Agreements. It is the goal of each District to work towards consistent and uniform practices.

In addition, Fire Officers are responsible for the following:

- May be called upon to act as initial incident commander at emergency scenes and assume command of operations until relieved of command by a superior Officer.
- Prepare follow-up incident reports and investigations as required.
- Ensure the safety of personnel during incidents.
- Manage resources for adequate response and adjust responses as needed to manage simultaneous alarms.
- Initiate response to, and attempt to resolve, difficult and sensitive citizens inquiries and complaints through District guidelines; if necessary, contact Fire Chief or Assistant Fire Chief.
- Using excellent customer service skills, establish and maintain effective working relationships with other employees, officials, and all members of the general public.
- Fire Officers may assume responsibility of the District if necessary
- Respond to other situations or incidents that affect the Districts or Communities.

#### **SECTION 4 – COSTS**

It is the responsibility of CCF&R to employ and pay all wages, benefits and expenses for its Fire Officer and Fire Fighter positions. CCF&R shall provide uniforms and PPE to its employee for the performance of that employee's duties.

It is the responsibility of SRFPD to employ and pay all wages, benefits and expenses for its Fire Officer and Fire Fighter positions. SRFPD shall provide uniforms and PPE to its employee for the performance of that employee's duties.

Any additional employee costs that one District incurs over another shall be brought before the Oversight Committee for discussion and resolution, per Section 3 of the Master IGA.

#### **SECTION 5 – REVIEW, EVALUATION, AND QUALITY ASSURANCE**

The Fire Chiefs shall provide at least quarterly a report to the Oversight Committee outlining what is working and what is not working, with recommendations for improvements regarding the Fire Officer and Fire Fighter shared services.

**SECTION 6 – PROCESS FOR REVIEW OF APPENDICES; LIABILITY AND INDEMNITY**

Any Board member can recommend changes to this Appendix by submitting the requested changes in writing to their Oversight Committee representative for Oversight Committee review and potential recommendation for amendment to each Board. The Liability and Indemnification provisions of this Appendix shall be as provided in the Master IGA.

**SECTION 7 – EXECUTION**

The following statement shall be included within each Appendix:

“The execution of this Appendix by each of the undersigned is done pursuant to the authorization of the governing body of each District, voted upon in an open meeting in accordance with Oregon Law, and each person executing this Appendix on behalf of CCF&R or SRFPD. In witness whereof, the Districts, through their duly authorized representatives, have executed this Appendix on the date or dates set forth below.”

**Central Oregon Coast Fire Rescue District #7**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim Grady, Board President

**Seal Rock Rural Fire Protection District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Soltau, Board President



## **APPENDIX THREE**

### **TRAINING PROGRAM**

#### **SECTION 1 – PURPOSE**

This Appendix is entered into by and between CCF&R and SRFPD to allow SRFPD the use of CCF&R Training Services. An Appendix is a contract which incorporates the essential terms and conditions of the Master IGA but may expressly provide for different or more specific terms and conditions. In the event of an express conflict between the Master IGA and this Appendix, this Appendix shall prevail.

#### **SECTION 2 – TERM; TERMINATION; RENEWAL; AMENDMENT**

The Term, Termination, Renewal, and Amendment provisions of this Appendix shall be as provided in the Master IGA.

#### **SECTION 3 – SERVICES TO BE PROVIDED**

Beginning with the effective date of this Appendix, CCF&R and SRFPD will coordinate to schedule the training of their personnel as scheduled by the Training Officer of CCF&R. All personnel will follow the Training Program guidelines and policies.

#### **SECTION 4 – COSTS**

SRFPD will pay CCF&R for the cost of Training Delivery and Management as it applies to SRFPD personnel.

#### **SECTION 5 – REVIEW, EVALUATION, AND QUALITY ASSURANCE**

A quarterly or annual summary of the Training Program's results of training attended and provided may be provided for review by the Oversight Committee upon request.

#### **SECTION 6 – PROCESS FOR REVIEW OF APPENDICES; LIABILITY AND INDEMNITY**

Any Board member can recommend changes to this Appendix by submitting the requested changes in writing to their Oversight Committee representative for Oversight Committee review

and potential recommendation for amendment to each Board. The Liability and Indemnification provisions of this Appendix shall be as provided in the Master IGA.

**SECTION 7 – EXECUTION**

The following statement shall be included within each Appendix:

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**Central Oregon Coast Fire Rescue District #7**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim Grady, Board President

**Seal Rock Rural Fire Protection District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Soltau, Board President