



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 31st, 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

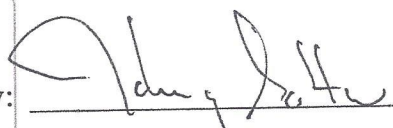
The execution of this agreement by each of the undersigned is done pursuant to the authorization of the governing body of each District, voted upon in an open meeting in accordance with Oregon Law, and each person executing this Agreement hereby certifies that they are authorized to execute this Agreement 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: 
Tim Grady, Board President

Date: 3-7-2020

Seal Rock Rural Fire Protection District

By: 
John Soltau, Board President

Date: 3-12-20

INDEX OF CONTENTS OF EXHIBITS AND APPENDICES

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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: 
Tim Grady, Board President

Date: 3-3-2020

Seal Rock Rural Fire Protection District

By: 
John Soltau, Board President

Date: 3-12-20

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

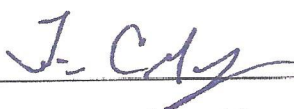
Any Board member can recommend changes to this Appendix by submitting the requested changes in writing to their Oversight Committee representative for Oversight Committee review and potential recommendation for amendment to each Board. The Liability and Indemnification provisions of this Appendix shall 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: 
Tim Grady, Board President

Date: 3-3-2020

Seal Rock Rural Fire Protection District

By: 
John Soltau, Board President

Date: 3-12-20

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

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:

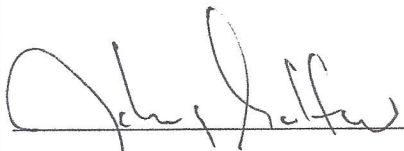
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Central Oregon Coast Fire Rescue District #7

By: 
Tim Grady, Board President

Date: 3-3-2020

Seal Rock Rural Fire Protection District

By: 
John Soltau, Board President

Date: 3-12-20

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

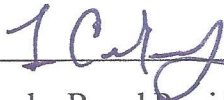
and potential recommendation for amendment to each Board. The Liability and Indemnification provisions of this Appendix shall be as provided in the Master IGA.

SECTION 7 – EXECUTION

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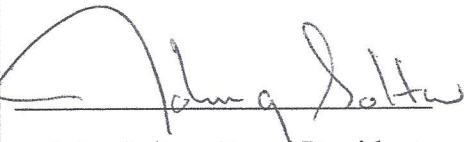
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Date: 3-12-20