



**City of Port Orford Workshop**  
**Port Orford City Hall Council Chambers**

**MEETING AGENDA**

**Subject: Rural Fire District Contract**

**Date: December 19, 2019**

**Time: 2:30 p.m.**

**Purpose of the**

**Meeting: Review Rural Fire District Contract - Continued**

**In Attendance:**

- \_\_\_\_\_ Tim Pogwizd, Mayor
- \_\_\_\_\_ Pat Cox, President
- \_\_\_\_\_ Travis Williams, Councilor
- \_\_\_\_\_ Carolyn LaRoche, Councilor
- \_\_\_\_\_ Gary Burns, Councilor
- \_\_\_\_\_ Jim Campbell, Councilor
- \_\_\_\_\_ James Garratt, Councilor
- \_\_\_\_\_ Terrie Richards, City Admin

**Guests/Others:**

- \_\_\_\_\_ Dave Johnson – City Finance Dept.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Meeting Agenda**

- Hear the issues/language changes/increase in contract amount
- Discuss possible changes to contract
- Create a list of changes for discussion and legal counsel approval
- What next?

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PORT ORFORD AND  
THE PORT ORFORD RURAL FIRE PROTECTION DISTRICT FOR FIRE PROTECTION  
SERVICES**

**THIS AGREEMENT**, by and between the City of Port Orford, hereinafter referred to as the “City”, and the Port Orford Rural Fire Protection District, hereinafter referred to as the “District”, is made and entered into, effective the first day of November, 2003, for the purpose of providing unified fire protection.

**RECITALS**

**WHEREAS**, ORS 190.010 authorizes units of local government to enter into written agreements with other units of local government including the consolidation of departments; and

**WHEREAS**, both the City and the District have reviewed the costs and benefits of a combined Fire Department, and have determined that a combined Fire Department would provide more efficient fire protection service at either no increase in cost to the taxpayers or at a possible savings;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of each party’s performance of the terms, conditions, and covenants herein, the City and the District agree as follows:

**SECTION 1 – PURPOSE**

- 1.1 The purpose of this Agreement is to provide the citizens of the City of Port Orford and the Port Orford Rural Fire Protection District with the highest level of fire protection, in the most efficient and cost-effective manner possible.
- 1.2 Recognizing the purpose and spirit with which this Agreement is entered into, the City and the District agree to consult, cooperate, meet and work together in resolving, to the mutual satisfaction of either parties, any questions or problems which may hereafter arise in connection with performance under this Agreement.

**SECTION 2 – TERM**

The initial term of this Agreement shall be from the date it is entered into until June 30, 2005. Thereafter, starting on July 1, 2005, it shall be automatically renewed for subsequent two (2) year terms, or renegotiated with seven months prior notice given to the other party of such desire, unless terminated as provided in SECTION 2.

**SECTION 3 – FIRE PROTECTION SERVICES TO BE PROVIDED BY THE DISTRICT**

- 3.1 The District shall provide fire protection services to all properties within the City limits of Port Orford in the same manner and equal priority as provided to properties within District limits. Those fire protection services shall be provided at a level which will maintain, and improve if possible, the existing ISO rating for properties within the City limits.
- 3.2 The District shall review proposed City rules and regulations related to fire protection, and shall have all of the powers of the City with regard to the enforcement of the Fire Code and other fire protection rules and regulations, the enforcement of which would normally rest with the “Fire Chief” or “Fire Department”. Does this work with city ordinance?

- 3.3 The District shall be responsible for preparing, maintaining, and submitting for City approval, an Operating Plan for the provision of the required services, which plan may be modified from time to time as may be needed, upon mutual agreement of the City Council and the District Board.
- 3.4 Except as otherwise specified herein, the District shall be responsible for paying for all cost of fire service pursuant to this Agreement, including insurance, equipment, personnel, operation and maintenance.

#### **SECTION 4 – BURN PERMITS**

- 4.1 The District shall be responsible for setting standards and overall regulations governing Burn Permits for **open burning and** burn barrels within the City limits, and for determining those periods when such burning will not be permitted.
- 4.2 Issuing Burn Permits, and setting and collection fees shall be the responsibility of the City. stop issuing permits.
- 4.3 Utilization of Burn Permit Fees shall be at the discretion of the City. Reimbursements to the Fire Marshal for burn inspections shall also be the responsibility of the City, based on separate negotiation and agreement between the City and the Fire Marshal. **RFD to take back inspections**

#### **SECTION 5 – EMERGENCY RESPONSE TEAM PARTICITATION**

The District Fire Chief and Fire Department personnel will function as members of the City's Emergency Response Team, as specified in applicable City emergency response ordinances, regulations, and guidelines. Accordingly, the District Fire Chief and appropriate Fire Department personnel will also participate in all Emergency Response Team training exercises.

#### **SECTION 6 – PAYMENT FOR SERVICES**

- 6.1 For the first year of this Agreement, in consideration for providing the fire protection services as specified herein, the City shall pay to the District an amount based on the shortened term of the first year payable on or before December 31, 2003. Subsequently, the City will pay to the district the amount of Twenty Three Thousand Seven Hundred Ninety Dollars (\$23,790.00) payable on or before December 31<sup>st</sup> of each year.
- 6.2 On July 1 of each year the District shall have the right to increase the annual amount to be paid by the City for fire protection services during the upcoming Fiscal Year. The increase is limited by an amount not to exceed the Consumer Price Index for Urban Consumers (CPI-U) for Portland, Oregon, for the preceding calendar year, provided no annual increase shall exceed five percent (5%). In order to make such an increase, however, the District shall provide written notification to the City specifying the amount of the proposed increase. Such Written notification must be received by the City Manager no later than March 1 preceding the proposed July 1 increase. There are more categories now-stick with this one?
- 6.3 If the annual payment is not paid promptly when due, the District may terminate this agreement and its duties and obligations upon thirty (30) days written notice thereof to the City.

#### **SECTION 7 – CITY EQUIPMENT, BUILDINGS AND FACILITIES**

- ~~7.1 The City shall make available to the District, for the District's use, all of the property of the City related to fire protection, including, but not limited to, its fire station, vehicles, and equipment. The property shall remain the property of the City during the term of this Agreement. The District shall~~

~~have control over the use of said property. The District shall be responsible for maintaining said property to the same extent it maintains its own property, with the exception of major maintenance on the fire station as otherwise provided herein and major maintenance on vehicles and equipment until June 30, 2007, at which time the City will cede the vehicles and equipment over to the District. For vehicle and equipment, major maintenance is defined as any single repair item costing in excess of \$2,000. The District shall maintain auto liability, comprehensive/collision, uninsured motorist and personal injury protection insurance on all vehicles and property damage insurance on all equipment. The City shall provide the District with a list of all assets being given over to the control of the District. Said list will be maintained and updated by the City and the District on an annual basis.~~

- 7.2 The City may, at its option, require that the District maintain a fire station at the existing facility adjacent to City Hall. The City shall be responsible for payment of the utilities on that fire station, and for major maintenance items including, insurance, building exterior, painting, fire bay doors, roofing, plumbing system, and electrical system. The District shall be responsible for payment of all other expenses, and for normal interior cleaning and repairs for damages caused by its own actions. The City may require that the existing fire station or offices in City Hall be vacated, upon six (6) months advance notice to the District, provided the District shall not be required to vacate these facilities sooner than four (4) years following the date of this Agreement. In the event the city requires the District to vacate the facility, it shall be cleaned by the District and returned to the City in as good as condition as received, normal wear and tear expected.
- ~~7.3 Prior to June 30, 2007, property of the City deemed surplus may be disposed of only with the consent of the City. In the event the District finds it necessary to replace a piece of City property, the City shall be granted the first right to purchase such replacement property, in which case the City would maintain ownership of such property. In the event the City allows its property to be utilized for "trade-in" on other property purchased by the District, the City shall receive compensation in an amount equal to the "trade-in" value. City property cannot be disposed of by the City without District approval.~~
- 7.4 The City shall be responsible for maintenance and repair of its water system, water lines, and fire hydrants, and for providing water through that system for the purposes of fire fighting, [flow testing, flushing hydrants,] ~~and fire training.~~

## SECTION 8 – REVIEW AND EVALUATION

In order to assist the City in reviewing and evaluating the effectiveness of this Agreement and the performance of the District under this Agreement:

- 8.1 The District Fire Chief and the City Administrator shall meet at least quarterly to review the fire service operations under this Agreement and under the District Operating Plan referred to in SECTION 3.
- 8.2 The District shall, on a quarterly basis, provide the City with monthly response and activity summaries for all areas within the city limits. **Written reports may be submitted by e-mail for Council packets.** On request, the District Fire Chief, or appropriate designee, shall be available to brief the City council and staff within twenty-four (24) hours of any major fire, HazMat Operation, accident, or other major incident occurring within the city limits involving the Fire Department.
- 8.3 During the term of this Agreement, the District shall provide the City with a copy of each annual budget at the time it is submitted to the District Board for adoption, and shall provide the City with a copy of each annual audit when completed.

## **SECTION 9 – LIABILITY**

The District shall maintain a minimum of ~~one~~ **two** million dollars ~~(\$1,000,000.00)~~ **(2,000,000.00)** general liability insurance. The District shall hold harmless, defend, and indemnify the City from any and all claims relating to the performance of the duties of the District pursuant to this Agreement. The District shall name the City as an “Additionally insured” party on its liability insurance policy, and shall provide the City with certificates evidencing such coverage.

## **SECTION 10 – ANNEXATION OF DISTRICT PROPERTY**

In the event that the City annexes any property within the District during the term of this Agreement, the City agrees that it will not exercise its right to withdraw such annexed property from the District as allowed by ORS. 222.524, unless and until this Agreement has been amended to provide the District with additional compensation necessary to offset the loss of revenue caused by the reduction in the District tax base.

## **SECTION 11 – MATERIAL BREACH**

11.1 A party who has cause to believe that the other party is in material breach of the terms and conditions of the Agreement shall give the party alleged to be in material breach written notice of said material breach, and allow not less than thirty (30) calendar days for material breach to be corrected. If the material breach is not corrected within the specified time, the following remedies are available to the parties:

- 11.1.1 Request a meeting between the City Council and the District Board to discuss and attempt to resolve the dispute. Such a meeting shall be scheduled at the convenience of the City Council and District Board, but in no event later than thirty (30) days following that request
- 11.1.2 Request an arbitration of any dispute pursuant to ORS 190.710 to 190.800.
- 11.1.3 Bring an action in the Curry County Court to enforce any provision of this Agreement.
- 11.1.4 Declare this Agreement to be terminated, at which time the provisions of SECTION 12 shall be complied with.

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

## **SECTION 12 – TERMINATION**

12.1 This Agreement may be terminated by either party for material breach in accordance with the provisions of SECTION 11.

12.2 This Agreement may be terminated by either party without material breach by the terminating party giving the other party written notice of its intention to terminate the Agreement. Such notice must be given at least two (2) years prior to the termination of the Agreement, although, by mutual consent of both parties, this Agreement may be terminated at any time on shorter notice.

12.3 Upon termination, including expiration of this Agreement, the following shall apply:

- 12.3.1 All City property shall be returned to the City, and all District property shall be returned to the District. Such property shall be returned in as good as condition as received, normal wear and tear expected.
- 12.3.2 An accounting with regard to fees paid or owing shall be provided by the District within thirty (30) days of the effective date of termination. The sums referred to in SECTION 6 shall be prorated. Any overpayments made by the City to the District shall be paid back to

the City within fifteen (15) days of the accounting date, and any amounts owed by the City to the District shall be paid to the District within fifteen (15) days of the accounting date.

12.4 In the event the parties disagree as to property ownership or the accounting, the following remedies are available to the parties:

12.4.1 Request a meeting between the City Council and the District Board to discuss and attempt to resolve the dispute. Such a meeting shall be scheduled at the convenience of the City Council and District Board, but in no event later than thirty (30) day following the request.

12.4.2 Request arbitration of any dispute pursuant to ORS 190.710 to 190.800.

12.4.3 Bring an action in the Curry County Court to resolve the dispute.

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

### **SECTION 13 – NOTICES**

Any notice required or allowed to be given by this Agreement shall be given by United States Mail, first class, postage pre-paid, addressed as follows:

**TO THE CITY:** City Administrator  
City of Port Orford  
P.O. Box 310  
Port Orford, OR 97465

**TO THE DISTRICT:** Board Chair  
Port Orford Rural Fire Protection District  
P.O. Box 363  
Port Orford, OR 97465

Said notice shall be deemed received three (3) days after said mailing. If the address of either party changes, notice of the change of address shall be given to the other party in writing in the manner described above.

### **SECTION 14 – ATTORNEY FEES**

Should either party be required to apply to any arbitration panel, or to any court, for enforcement of any of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred therein, whether or not on appeal.

### **SECTION 15 – ENTIRE AGREEMENT**

This written Agreement is the entire agreement of the parties hereto, and contains all of the terms and conditions of the agreement between the parties. All prior agreements or understandings, whether written or verbal, are superseded by this agreement and shall be of no force or effect as of the date this Agreement is entered into.

### **APPROVALS**

This Agreement approved and entered into as of the effective date first written above, by the Mayor and City Council of the city of Port Orford and the Port Orford Rural Fire Protection District Board.

FOR THE CITY OF PORT ORFORD:

Gary Doran 10-22-03

Gary Doran, Mayor Date

Erna Barnett 10-21-03

Erna Barnett, City Administrator Date

FOR THE PROT ORFORD  
RURAL FIRE PROTECTION DISTRICT:

John Johnston 10/23/03

John Johnston, Board Chair Date

Edna Auld 10/24/03

Edna Auld, Board Secretary Date