



AGENDA ITEM BRIEFING
Gilliam County Court

TODAY'S DATE: September 10, 2020

MEETING DATE: October 7, 2020

FROM: Elizabeth A. Farrar, County Judge

TITLE OF AGENDA ITEM: Consider Approval of Intergovernmental Agreement for Fire Coordinator Services

SUMMARY

Sheriff Gary Bettencourt serves as the Chairman of the Fire Services Board and has been working closely with me and County Counsel to update the Intergovernmental Agreement (IGA) for Fire Coordinator Services.

The draft captures the current financial contributions of each of the five parties (Gilliam County, City of Arlington, City of Condon, North Gilliam Fire District, and South Gilliam Fire District), establishes an equitable method to calculate future financial contributions exceeding the current \$87,000 budget, and ensures the document is legally sound.

It was drafted by County Counsel, Jeremy Green, received an initial review by the Fire Services Board, and will need to be approved by the governing bodies of all five of the parties to become effective.

RECOMMENDATION

Sheriff Bettencourt recommends approval of the IGA as presented.

SUGGESTED MOTION LANGUAGE (If applicable)

"I move to approve the Intergovernmental Agreement for Fire Coordinator Services {as presented/as amended}."

ATTACHMENTS (Please list supporting documents. All attachments should be submitted with this brief)
Intergovernmental Agreement for Fire Coordinator Services (10 pages)

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INTERGOVERNMENTAL AGREEMENT FOR FIRE COORDINATOR SERVICES

This Intergovernmental Agreement for Fire Coordinator Services (this "Agreement") is dated October 7, 2020, but made effective for all purposes as of January 1, 2021 (the "Effective Date"), between Gilliam County ("County"), a political subdivision of the State of Oregon, North Gilliam County Rural Fire Protection District ("NGRFPD"), an Oregon special district, South Gilliam County Rural Fire Protection District ("SGRFPD"), an Oregon special district, City of Arlington ("Arlington"), an Oregon municipal corporation, and City of Condon ("Condon"), an Oregon municipal corporation.

RECITALS:

A. The parties entered into a certain Memorandum of Agreement dated May 9, 2001 (the "Original Agreement") pursuant to which the parties formed the "Gilliam County Fire Services Board" (the "Board"). The Board was formed to facilitate the recruitment, selection, and supervision of a fire services coordinator. The parties find it necessary to enter into this Agreement to more particularly describe the parties' respective responsibilities and obligations concerning the fire services coordinator.

B. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' respective obligations under this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.
2. Gilliam County Fire Services Board. The parties affirm and reaffirm the formation and establishment of the Board. The Board's purposes include, without limitation, the following: (a) review, evaluate, and address fire service delivery challenges in a cost-effective manner by providing technical assistance to Gilliam County citizens; (b) endeavor to ensure that Gilliam County citizens receive adequate fire emergency services; (c) assist SGRFPD with the recruitment and selection of the Coordinator; (d) assist the Coordinator and Coordinator's operations; (e) provide administration and resources for the Coordinator as the Board determines necessary or appropriate; (f) provide a forum for communication and consultation among the parties; and (g) carry out such other responsibilities and functions as determined necessary or appropriate by the Board. Without otherwise limiting the generality of the immediately preceding sentence, and subject to the Laws, the Board will have the following general powers: (y) adopt bylaws, rules, regulations, standards, and/or policies necessary to carry out the purposes of the Board and this Agreement; and (z) exercise all powers pursuant to the Laws, including, without limitation, the principal acts of the parties and ORS Chapter 190, which are necessary and/or appropriate to carry out the purposes of the Board and this Agreement.
3. Board Membership; Meetings.
 - 3.1 Membership. The Board will consist of five members. The governing body of each party will appoint one of its elected officials to serve as a Board member. The appointed member will represent his or her appointing party. If a vacancy occurs on the Board, the vacancy will be filled by the governing body of the party that appointed the departed member. Each fiscal year the Board will elect a chairperson and vice-chairperson from its membership, each of whom will serve a one-year term; provided, however, no member will serve more than one year as chairperson in any four-year period. The chairperson will preside at all meetings of the Board and perform such other duties prescribed by the Board from time to time.

3.2 Meetings. A majority of the then-appointed Board members will constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as this Agreement and/or applicable Law requires otherwise, the express concurrence of a quorum is necessary to decide any question before the Board. Each Board member will be entitled to vote on all Board decisions, subject to applicable Laws. Regular meetings of the Board will be held at least quarterly at such day, time, and place as determined by the Board. All Board meetings are subject to Oregon's Public Meetings Law, ORS 192.311 – 192.478, as amended. Unless otherwise provided, Robert's Revised Rules of Order will govern all procedural matters.

4. Board Responsibilities. Subject to any limitations set forth in this Agreement and/or ORS chapter 190, the Board will have the authority and responsibilities set forth in this Agreement, including this Section 4. The Board will provide, at a minimum, the following administrative and managerial services: (a) assist SGRFPD with the recruitment and selection of the Coordinator; (b) establish a job description, salary, and budget for the Coordinator; (c) receive and review reports from the Coordinator concerning the provision of fire services in Gilliam County; and (d) prepare and provide each party with a monthly financial report consisting of an accounting of the Board Fund. The Board will not have the authority to perform the following: (x) commit the taxing authority or general funds of any party's governing body; (y) impose ad valorem property taxes; and/or (z) expend (or cause the expenditure of) funds in excess of (or inconsistent with) the Budget.

5. Party Responsibilities. In addition to all other party responsibilities contained in this Agreement, including, without limitation, the cost-sharing obligations described in Section 7, each party will (a) require that each party's Board member provide the party's respective governing body with regular updates regarding the Coordinator's activities and the Services, and (b) host any required Board and/or community meetings from time to time. NGRFPD and SGRFPD will provide (y) sufficient furnished office space for the Coordinator, and (z) such equipment, technology, furnishings, and other materials necessary for the Coordinator to timely and properly perform the Services.

6. SGRFPD Responsibilities; Employment of Coordinator.

6.1 Responsibilities; Costs. Subject to the terms and conditions contained in this Agreement, SGRFPD will be responsible for, and is hereby empowered to take, all actions necessary and/or appropriate to support the Board's operation and its affairs in accordance with this Agreement and all Board policies. Without otherwise limiting the generality of the immediately preceding sentence, SGRFPD will provide and/or perform the following: (a) employ and terminate the Coordinator subject to and in accordance with SGRFPD policies and procedures; provided, however, SGRFPD will not appoint, employ, and/or terminate the Coordinator without the Board's prior approval; (b) incur and pay, on the behalf of parties and in accordance with this Agreement and the Budget, all Board expenses; (c) enter into contracts subject to and in accordance with this Agreement, Board policies, and SGRFPD's policies and procedures (including, without limitation, all applicable public contracting rules and procedures); and (d) carry out such other necessary and/or appropriate responsibilities and functions that the Board may require from time to time.

6.2 Coordinator.

6.2.1 Employment. Notwithstanding anything contained in this Agreement to the contrary, the Coordinator will be employed by (and serve as an employee of) SGRFPD. SGRFPD will pay all compensation, benefits, taxes, costs, and expenses arising out of or resulting from SGRFPD's employment of the Coordinator, including, without limitation, vacation, sick leave, holidays, social security, unemployment benefits, contributions to the Public Employees Retirement System, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance; provided, however SGRFPD will use the Contributions to defray Coordinator-related costs and expenses.

6.2.2 Services. The Coordinator will report to the Board. In addition to all other

Coordinator duties and responsibilities identified in this Agreement, the Coordinator will be responsible for the effective and efficient provision of fire services in Gilliam County. Subject to the terms and conditions contained in this Agreement, the Coordinator will perform for and on behalf of the parties those fire coordination services set forth in the attached Exhibit A (the "Services"). The Coordinator will (a) consult with and advise the Board on all matters concerning the Services reasonably requested by the Board, (b) communicate all matters and information concerning the Services to the Board and perform the Services under the general direction of the Board (or its designee), (c) devote such time and attention to the performance of the Services as necessary or appropriate, and (d) perform the Services to the best of the Coordinator's ability in accordance with this Agreement and such employment agreement between the Coordinator and SGRFPD.

6.2.3 Personnel Matters. Subject to the terms and conditions contained in this Agreement, SGRFRD is responsible for all personnel matters concerning the Coordinator, including, without limitation, compensation, benefits, standards of service, discipline, performance of duties, working hours, termination, and employment. The Coordinator will not be entitled to any wages and/or benefits which accrue to employees of the other parties, including, without limitation, unemployment benefits, contributions to the Public Employees Retirement System, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance. SGRFPD employees (including, without limitation, the Coordinator) are not employees of the other parties.

7. Budget; Contributions; Accounting.

7.1 Operating Budget. The Coordinator will prepare and develop the Board's annual operating budget (the "Budget") for the Board's review and approval. Agency will adhere to the fiscal year budget preparation cycle and will endeavor to adopt its annual budget by June 1 each year. The budget period will be on a fiscal year basis beginning on July 1 each year and ending on the immediately following June 30.

7.2 Contributions. Subject to the terms and conditions contained in this Agreement, the Board's activities, including, without limitation, employment of the Coordinator, will be funded through the cost sharing formula/parties' annual contributions (each a "Contribution") identified in the Contribution Schedule attached hereto as Schedule 7.2 (the "Contribution Schedule"). The Contribution Schedule will be reviewed no less than annually and will be based on the then-applicable Budget. The parties may increase or decrease the total Contribution amount from time to time if and when the Board determines necessary or appropriate; provided, however, no modification to the Contribution Schedule will be binding and effective unless and until County first approves the modification in writing. Any increase in the total Contribution amount will be proportionally borne by all parties consistent with the Contribution percentages identified in the Contribution Schedule.

7.3 Maintenance of Board Fund. SGRFRD will maintain a special reserve fund dedicated to the purpose of recording financial transactions specific to Board activities (the "Board Fund"). Funds contributed in accordance with Section 7.2 will be maintained in the Board Fund. In accordance with and subject to the Laws, the Coordinator may make expenditures for the acquisition, purchase, and/or lease of materials, services, supplies, facilities, and/or equipment as may be necessary or appropriate to perform the Services and/or carry out the purposes of this Agreement; provided, however, expenditures will not exceed funds appropriated by the Board in the Budget for the specific purposes and will be made in accordance with applicable Law.

7.4 Payment. Each party will timely pay its Contribution amount based on the then-applicable Contribution Schedule. No later than July 15 each year, the Board (through the Coordinator) will invoice each party for the party's Contribution amount. Each party will pay the amount due under each invoice within thirty (30) days after the party's receipt of the invoice.

7.5 Accounting. On or before September 1st each year, the Board will complete an accounting of Board expenditures during the immediately preceding fiscal year. If the Board's accounting determines that the Contributions identified in Contribution Schedule were insufficient to cover the Board's

expenditures during the immediately preceding fiscal year, each party will pay the unpaid balance (on a proportionate basis consistent with the party's percentage identified in the Contribution Schedule) within thirty (30) days after the party's receipt of notice from the Coordinator.

8. Indemnification. To the fullest extent permitted under applicable law, each party releases and will defend, indemnify, and hold the other parties and their respective Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the party's breach and/or failure to perform the party's obligations contained in this Agreement. Notwithstanding the immediately preceding sentence, the parties will not be required to defend, indemnify, and hold SGRFPD and its Representatives harmless for, from, and against any claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from and/or related to the Coordinator's employment, including, without limitation, claims of wrongful termination, discrimination, and/or harassment. The parties understand and acknowledge that each party retains all immunities and privileges granted by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and all other statutory rights granted because of their status as public bodies.

9. Relationship. Each party is an independent contractor of the other parties. This Agreement does not create a joint venture and/or agency relationship between the parties and does not establish a joint venture or partnership between the parties. No party has the authority to bind the other party or represent to any person that a party is an agent of the other party. No party will provide any benefits to any other party; each party will be solely responsible for obtaining the party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, the Board will not have the authority to bind and/or encumber a party in any manner except as the party agrees through both the policy and administrative authority granted to the party's appointed Board member.

10. Term; Termination.

10.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect for a period of three years thereafter (the "Initial Term"), unless sooner terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for one or more term(s) of one year each, unless sooner terminated in accordance with this Agreement. Commencing on or about July 1, 2021, and continuing on or about the same day of each year thereafter during the term of this Agreement, the parties will review this Agreement to determine whether any changes and/or modifications to this Agreement are necessary or appropriate. Any changes and/or modifications to this Agreement require the parties' written agreement. Notwithstanding anything contained in this Agreement to the contrary, the parties may terminate this Agreement by the parties' written consent.

10.2 Voluntary Withdrawal by a Party. Any party may elect to terminate its participation in this Agreement (and the Board) by providing six months' prior written notice to the chairperson, each member of the Board, and the governing body of each party. Withdrawal will be effective at 11:59 of the June 30 that is no less than six months after the date of such notice. The withdrawing party will continue to pay its share of, and/or be responsible for, its Contribution amounts and will defend, indemnify, and hold the remaining parties harmless for, from, and against those financial responsibilities and obligations attributable to the withdrawing party and/or accruing prior to the effective date of the withdrawing party's withdrawal. Termination of this Agreement does not relieve any party from its obligations incurred prior to the effective date of termination.

10.3 Distribution of Funds Upon Termination. Upon termination of this Agreement, the Board's cash, if any, will be distributed to each party in proportion to each party's Contribution percentage identified in the Contribution Schedule. All remaining Board assets, if any, will be distributed in the manner agreed upon by the parties.

10.4 Dissolution and Wind Up. In the event that the Parties agree to terminate this Agreement (as provided above) and dissolve SGRFPD, the dissolution motion shall provide an estimated timeline for the dissolution and shall name two Board members (called "Dissolution Managers" in this Agreement) responsible for overseeing the dissolution process. The Dissolution Managers may retain professional assistance as needed and shall take immediate steps to begin to permanently terminate and dissolve the Board. Such dissolution steps shall include but are not limited to the following:

- 10.4.1 Providing written notice to all Parties' elected officials of the pending dissolution, including the proposed timeline for a final dissolution and the Board's expected process for ending employment relationships.
- 10.4.2 Notification to all neighboring governments, all necessary State and federal agencies, and all partners of such dissolution.
- 10.4.3 Creation of a budget document which shall account for all Board funds, revenues, and assets and all Board debts and financial responsibilities.
- 10.4.4 Satisfaction of all Board debts and financial responsibilities, including a final financial and accounting of all debts and resources.
- 10.4.5 Any funds or revenues remaining in Board accounts after satisfying all Board debts and financial responsibilities shall be distributed to the Parties in proportion to their funding contributions. Such distribution plan shall be documented in writing and shall be provided to all Parties prior to distribution.
- 10.4.6 Any personal property, equipment and furnishings not identified for return to a third party or a Party shall be sold in accordance with applicable public contracting and procurement law. After ensuring payment or satisfaction of all Board debts or financial responsibilities, the funds from such sale shall be distributed to the Parties in proportion to their funding contribution to the Board. Such distribution plan shall be documented in writing and provided to all Parties prior to distribution.
- 10.4.7 Any other actions or decisions required to fully dissolve the Board, as determined by the Board's Dissolution Managers, including specifically a plan for either maintaining or abandoning the infrastructure.

11. Miscellaneous.

11.1 Coordination; Assignment; Binding Effect. The parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the parties. No party may assign any of the party's rights and/or obligations under this Agreement to any person without the prior written consent of the other parties. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. The parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

11.2 Notices; Severability; Remedies. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable party to the address shown in Appendix A (or any other address that a party may designate by notice to the other parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. If a party breaches and/or otherwise fails to perform any of the party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting parties may, in addition to any other remedy provided to the

non-defaulting parties under this Agreement, pursue all remedies available to the non-defaulting parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

11.3 Waiver; Entire Agreement; Amendment; Counterparts. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the parties. No waiver by a party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements, including, without limitation, the Original Agreement. No addition, modification, amendment, or alteration to this Agreement will be effective against the parties unless specifically agreed upon in writing and signed by the parties. This Agreement may be signed in one or more counterparts.

11.4 Applicable Law; Venue; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Gilliam County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Gilliam County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party(ies) its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

11.5 Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. ("Law Firm") has been employed by County to prepare this Agreement. Law Firm represents only County in the negotiation and preparation of this Agreement. The parties to this Agreement have thoroughly reviewed this Agreement with their own legal counsel or have knowingly waived their right to do so.

11.6 Original Agreement. This Agreement amends, supersedes, and replaces the Original Agreement in its entirety. The Original Agreement is deemed null and void and of no further force and effect as of the Effective Date; provided, however, the parties are not released from (and remain obligated for) any liabilities and/or obligations that have arisen out of or under the Original Agreement prior to the Effective Date. This Agreement will not be construed as an actual or implied waiver and/or release of any party's obligation and/or liability arising out of or under the Original Agreement.

11.7 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

CONDON:

City of Condon,
an Oregon municipal corporation

By: _____
Its: _____

Dated: _____

ARLINGTON:

City of Arlington,
an Oregon municipal corporation

By: _____
Its: _____

Dated: _____

SGRFPD:

South Gilliam County Rural Fire Protection District,
an Oregon special district

By: _____
Its: _____

Dated: _____

NGRFPD:

North Gilliam County Rural Fire Protection District,
an Oregon special district

By: _____
Its: _____

Dated: _____

COUNTY:

County of Gilliam,
a political subdivision of the State of Oregon

By: Elizabeth A. Farrar, Gilliam County Judge

Dated: _____

Appendix A
Definitions

“Agreement” has the meaning assigned to such term in the preamble.

“Arlington” means City of Arlington, an Oregon municipal corporation, whose address is
_____.

“Board” has the meaning assigned to such term in Recital A.

“Board Fund” has the meaning assigned to such term in Section 7.3.

“Budget” has the meaning assigned to such term in Section 7.2.

“Condon” means City of Condon, an Oregon municipal corporation, whose address is
_____.

“Contribution” has the meaning assigned to such term in Section 7.2.

“Contribution Schedule” has the meaning assigned to such term in Section 7.1.

“Coordinator” means the then-employed Gilliam County Fire Services Coordinator.

“County” means Gilliam County, a political subdivision of the State of Oregon, whose address is
_____.

“Effective Date” has the meaning assigned to such term in the preamble.

“Fee” has the meaning assigned to such term in Section 7.2.

“Initial Term” has the meaning assigned to such term in Section 10.1.

“Invoice” has the meaning assigned to such term in Section 6.3.

“Law(s)” mean all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting this Agreement, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190 ,all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

“Law Firm” has the meaning assigned to such term in Section 11.5.

“NGRFPD” means North Gilliam County Rural Fire Protection District, a special district, whose address is
_____.

“Original Agreement” has the meaning assigned to such term in Recital A.

“Representative(s)” mean the officers, employees, contractors, agents, volunteers, and authorized representatives of the identified person or party.

“Services” has the meaning assigned to such term in Section 6.2.2.

“SGRFPD” means South Gilliam County Rural Fire Protection District, a special district, whose address is
_____.

Exhibit A
Fire Coordinator Services

Subject to the terms and conditions of this Agreement, the Coordinator will provide for and on behalf of the Parties fire coordination services including, without limitation, the following:

DRAFT

GILLIAM COUNTY FIRE SERVICES COORDINATOR JOB DESCRIPTION

GENERAL STATEMENT OF DUTIES:

The job of the Coordinator is to coordinate human and financial resources to provide the citizens of Gilliam County with the optimum level of fire services.

Definition: Emergency services within this document refer to participating fire services.

SUPERVISION RECEIVED:

The Coordinator works under the direct supervision of the Gilliam County Fire Services Board who establishes the major objectives and reviews for results. The Gilliam County Fire Services Board is comprised of a representative from each emergency service provider located in Gilliam County who sign an agreement to participate in the coordination effort. Works out of the office of emergency services provider in Arlington and/or Condon

SUPERVISION EXERCISED:

Supervision of employees is not a normal responsibility of this position. This position works closely with volunteer emergency service providers in a support role.

EXAMPLES OF PRINCIPLE DUTIES:

1. Work with the County Emergency Manager in the development of annual program work plans for state and local assistance and development of mitigation, preparedness response and recovery plans.
2. Prepare annual budget for emergency services.
3. Maintain records and inventory of volunteer rosters and training history.
4. Assist in the recruitment and retention of volunteers for emergency services.
5. Assist in development of additional resources for emergency services.
6. Provide administrative services to districts and boards; may include reporting, billing, budget, damage assessment, public relations, intergovernmental relations, and planning.
7. Oversee operation of rescue vehicles including billing for services, staffing, maintenance, and repairs.
8. Represent Gilliam County fire services at regional and state levels when it is clearly necessary to preserve or advise in the interest of emergency service providers in Gilliam County.
9. Facilitate the timely and efficient response by emergency service providers to calls from the primary public safety answering point or participating agencies. The Fire Services Coordinator will respond to calls for service when requested by participating fire agencies. He or she will respond in whatever capacity requested.

10. Work closely with management and staff of the PSAP to resolve issues related to the 911 communications system in Gilliam County.
11. Work closely with emergency service providers in Gilliam County including the Sheriff's Office, Rural Fire Districts, City Fire Departments, Ambulance Services, and State Police.
12. Attend 911 committee meetings.
13. Coordinate training for emergency service responders in appropriate call response techniques.
14. Draft policies and procedures, obtain committee and departmental approval, review and update as required by revisions to rules no less than annually.
15. Perform travel required between Arlington and Condon Departments as determined by approved work schedule.

EMPLOYMENT QUALIFICATIONS

Required to reside within Gilliam County.

Knowledge of standards of performance for fire, ambulance, quick response and emergency management. Ability to communicate and work with government, emergency service agencies, volunteers, and the public. Must have good writing skills, basic knowledge of public budget process. Must be self-motivated and able to work with little direct supervision. Must have a valid Oregon Driver's License or have the ability to obtain an ODL immediately. Certified fire instructor or have the ability to obtain certification within one year.

Prefer experience as a firefighter and/or emergency manager or equivalent experience with the ability to obtain firefighter certifications within one year.

Reasonable accommodation will be made to meet the job-related needs of a handicapped person with known limitations.

The statements contained above reflect the general details as necessary to describe the principal functions of this job. They should not be considered an all-inclusive list of duties and/or work requirements.

I acknowledge having received, read and understand the above job description and attached minimum requirements for the position of Gilliam County Fire Services Coordinator.

Printed full name: _____

Signature: _____ Date: _____

Schedule 7.2
Contribution Schedule

Unless and until modified in accordance with this Agreement, each party will make the contribution amount set forth below:

<u>Party</u>	<u>Contribution Amount</u>	<u>Percentage of Total Contribution</u>
Gilliam County	\$60,000.00	69%
NGRFPD	\$5,500.00	6.5%
SGRFPD	\$5,500.00	6.5%
Arlington	\$8,000.00	9%
Condon	<u>\$8,000.00</u>	<u>9%</u>
Total Contribution	\$87,000.00	100%

DRAFT