

INTERGOVERNMENTAL AGREEMENT FOR FIRE SERVICES

This Intergovernmental Agreement for Fire Services (this “Agreement”) is dated October 6, 2021, but made effective for all purposes as of January 1, 2022 (the “Effective Date”), and is entered into 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 was formed to facilitate the recruitment, selection, and supervision of a fire services Operations Chief.
- B. The Parties find that continued provision of fire coordination services necessitates the establishment of an intergovernmental entity under ORS chapter 190. This intergovernmental entity will be a legal entity separate and distinct from the Parties. The intergovernmental entity will be responsible for the recruitment, selection, and supervision of the fire services Operations Chief and fire service coordination.
- C. 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 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 Agency.

2.1 Formation; Responsibility. The Parties hereby create the Gilliam County Fire Services Agency (“Agency”), an intergovernmental entity created pursuant to ORS chapter 190. Agency will have responsibility and authority to (a) coordinate the provision of emergency fire services to Gilliam County citizens (including functions related thereto), and (b) subject to the terms of this Agreement and/or ORS chapter 190, perform such other responsibilities as may be assigned by the Parties from time to time. Without otherwise limiting the generality of the immediately preceding sentence, and subject to the Laws, Agency will have the following general powers: (y) adopt, through action of the Board, such bylaws, rules, regulations, standards, and/or policies necessary to carry out the purposes of Agency and/or this Agreement; and (z) perform and 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 perform (or cause to be performed) the Services.

2.2 Purpose. Agency’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 and each Fire District; (b) assist and support each Fire District’s provision

of fire emergency services to Gilliam County citizens; (c) recruit, select, and employ the Operations Chief; (d) provide a forum for communication and consultation among the Parties; and (e) carry out such other responsibilities and functions as determined necessary or appropriate by the Board.

2.3 Party Responsibilities. In addition to all other Party responsibilities contained in this Agreement, including, without limitation, the cost-sharing obligations described in Section 5, each Party will (a) require that each Party's Board member provide the Party's respective governing body with regular updates regarding the Agency's activities and the Services, and (b) host any required Board and/or community meetings from time to time.

3. Board of Directors.

3.1 Membership. Agency will be governed by a board of directors consisting of five members (the "Board"). 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 Board 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 (approval) 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 no less than twice per fiscal year on such day(s), time(s), and place(s) determined by the Board. Subject to applicable Law, special meetings (with at least five days' prior notice) and emergency meetings may be called by the chairperson or two or more Board members. All Board meetings are subject to Oregon's Public Meetings Law, ORS 192.610 – ORS 192.690, as amended. Unless otherwise provided, Robert's Revised Rules of Order will govern all procedural matters.

3.3 Authority. 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, without limitation, the following:

3.3.1 The Board will have the general authority to perform the following: (a) oversee and have full responsibility for all matters pertaining to Agency's operations; (b) review and approve Agency's budget pursuant to applicable Law, including, without limitation, ORS 294.900 – ORS 294.930 (to the extent applicable); (c) approve capital purchase requests if not previously approved in the Budget; (d) review performance relative to the implementation of Agency's policies and the Budget; and/or (e) carry out such other activities as are necessary, required, and/or implied to accomplish Agency's purposes, this Agreement, and/or as provided in ORS chapter 190.

3.3.2 Without otherwise limiting the generality of Section 3.3.1, the Board will (a) assist in the recruitment and selection of the Operations Chief; (b) establish a job description, salary, and budget for the Operations Chief; (c) receive and review reports from the Operations Chief 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 Agency funds. Notwithstanding anything contained in this Agreement to the contrary, 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.

4. Operations Chief; Fire Services.

4.1 Responsibilities; Costs. Subject to the terms and conditions contained in this Agreement, Agency will be responsible for, and is hereby empowered to take, all actions necessary and/or appropriate to support Agency's operations and its affairs in accordance with this Agreement and all Board policies. Without otherwise limiting the generality of the immediately preceding sentence, Agency will provide and/or perform the following: (a) employ and terminate the Operations Chief subject to and in accordance with Agency's policies and procedures; (b) enter into contracts subject to and in accordance with this Agreement, the Laws, and all Board policies (including, without limitation, all applicable public contracting rules and procedures); and (c) carry out such other necessary and/or appropriate responsibilities and functions that the Board may impose from time to time.

4.2 Operations Chief.

4.2.1 Agency will employ the Operations Chief. Agency will pay all compensation, benefits, taxes, costs, and expenses arising out of or resulting from Agency's employment of the Operations Chief, including, without limitation, vacation, sick leave, holidays, social security, unemployment benefits, contributions to any applicable employee retirement programs, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance (all to the extent applicable).

4.2.2 The Operations Chief will report to the Board and be subject to the general direction and control of the Board. Subject to the terms and conditions contained in this Agreement, the Operations Chief will perform those fire Operations Chief services set forth in the attached Schedule 4.2.2 (the "Services"). The Operations Chief 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, (c) devote such time and attention to performance of the Services as is necessary or appropriate, and (d) perform the Services to the best of the Operations Chief's ability in accordance with this Agreement and the Operations Chief's letter of employment with Agency.

4.2.3 Subject to the terms and conditions contained in this Agreement, Agency is responsible for all personnel matters concerning the Operations Chief, including, without limitation, compensation, benefits, standards of service, discipline, performance of duties, working hours, termination, and employment. The Operations Chief will not be entitled to any wages and/or benefits which accrue to employees of the 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. Agency employees (including, without limitation, the Operations Chief) are not employees of the Parties.

4.3 Equipment. Agency's initial office space(s), equipment, and furnishings are located at the offices of each Fire District (in Condon and Arlington) and generally consist of office equipment and furniture.

5. Budget; Contributions; Accounting.

5.1 Operating Budget. In accordance with and subject to the Laws, including, without

limitation, applicable Oregon Local Budget Law provisions, Agency may make expenditures for the acquisition, purchase, and/or lease of materials, services, supplies, facilities, personnel, and/or equipment as may be necessary or appropriate to carry out the purposes of Agency and/or this Agreement. Expenditures will not exceed funds appropriated for the specific purposes and will be made in accordance with applicable Law. The Operations Chief will prepare, develop, and recommend Agency'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 in May or June 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.

5.2 Contributions. Subject to the terms and conditions contained in this Agreement, Agency's activities, including, without limitation, employment of the Operations Chief, will be funded through the cost sharing formula/parties' annual contributions (each a "Contribution") identified in the Contribution Schedule attached hereto as Schedule 5.2 (the "Contribution Schedule"). The Contribution Schedule will be reviewed by the Board 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. Any increase in the total Contribution amount will be proportionally borne by all Parties consistent with the Contribution percentages identified in the Contribution Schedule.

5.3 Payment; Agency Funds. Each Party will timely pay its Contribution amount based on the then-applicable Contribution Schedule. In September each year, Agency 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. Agency will maintain one or more bank accounts dedicated to the purpose of recording financial transactions specific to Agency activities. Funds contributed in accordance with Section 5.2 will be maintained in Agency accounts. Agency funds will not be commingled with any Party funds (and will be maintained in accounts separate from any Party accounts).

5.4 Accounting. In September each year, Agency will complete an accounting of Agency expenditures during the immediately preceding fiscal year. If Agency's accounting determines that the Contributions identified in Contribution Schedule were insufficient to cover Agency'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 Agency.

6. Insurance; Indemnification; Relationship.

6.1 Agency Insurance. Agency will obtain and maintain adequate insurance to cover Agency's operations. Without otherwise limiting the generality of the immediately preceding sentence, Agency will obtain and maintain, in addition to all other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Agency's operations (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers' compensation insurance policy will contain a waiver of subrogation in favor of each Party). Each liability insurance policy required under this Agreement will be in form and content satisfactory to the Board, will list each Party (and each Party's Representatives) as additional insured(s), and will contain a severability of interest clause. Notwithstanding anything in this Agreement to the contrary, the Board may increase the minimum levels of insurance Agency is required to carry under this Agreement so that Agency's insurance at least equals the applicable limits of liability identified under the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300).

6.2 Agency Indemnification. To the fullest extent permitted under applicable law, Agency will defend, indemnify, and hold the 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 Agency's operations.

6.3 Party Indemnification. To the fullest extent permitted under applicable law, each Party will defend, indemnify, and hold Agency and 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. Each Party will retain all immunities and privileges granted by the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300) and all other statutory rights granted because of the Party's status as a public body or agency.

6.4 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. 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, Agency (or 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.

7. Term; Termination.

7.1 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 until June 30, 2025** (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, 2023 and continuing on or about the same day 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 agreement.

7.2 Voluntary Withdrawal by a Party. Any Party may elect to terminate its participation in this Agreement (and the Agency) 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 PM 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 Agency and 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.

7.3 Dissolution.

7.3.1 If all then-parties to this Agreement agree to terminate this Agreement and dissolve Agency, the dissolution motion will provide an estimated timeline for the dissolution and will name two Board members (the “Dissolution Manager(s)”) responsible for overseeing the dissolution process. The Dissolution Managers may retain professional assistance as needed and will take immediate steps to permanently terminate and dissolve Agency. These dissolution steps may include, without limitation, the following:

7.3.1.1 Providing written notice of Agency’s dissolution to the elected officials of each Party. This notice will include the proposed timeline for the dissolution and such other information the Dissolution Managers determined necessary or appropriate.

7.3.1.2 Notification of Agency’s dissolution to all neighboring agencies, all necessary state and federal agencies, and all partners.

7.3.1.3 Preparation of a budget document accounting for all Agency funds, revenues, assets, and liabilities.

7.3.1.4 Payment of all Agency debts and other financial responsibilities, including a final accounting of all debts and resources.

7.3.1.5 Payment and/or performance of those dissolution related tasks or responsibilities identified under Section 7.4.

7.4 Liquidation. Upon Agency’s dissolution, each Party on the date of dissolution will be responsible for its Contribution amount through the date of dissolution. Upon dissolution and subject to applicable law, (a) Agency’s cash, if any, will be distributed to each Party in proportion to each Party’s Contribution percentage, (b) all remaining Agency assets will be distributed in the manner agreed upon by the Parties, which may include, without limitation, the sale of Agency’s facilities and equipment, and (c) Agency personnel and employees will be transferred or terminated subject to and in accordance with applicable Oregon law.

8. Miscellaneous.

8.1 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 all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective 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. Subject to the Laws, including, without limitation, ORS chapter 190, the Board may authorize a new party to join Agency only if approved by the unanimous vote of the Board. The addition of an additional party may be accomplished by the new party taking the actions necessary under ORS chapter 190 and signing a copy of this Agreement, as amended, after approval of the additional member by the Board.

8.2 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. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. 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.

8.3 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.

8.4 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.

8.5 Legal Representation; Original Agreement. 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 have thoroughly reviewed this Agreement with their own legal counsel or have knowingly waived their right to do so. The Original Agreement is terminated and 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 obligations and/or liabilities arising out of or under the Original Agreement.

8.6 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.

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: Chris Patnode, Gilliam County Judge

Dated: _____

Appendix A
Definitions

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

“Agency” has the meaning assigned to such term in Section 2.1.

“Arlington” means City of Arlington, an Oregon municipal corporation, whose address is PO Box 68, Arlington, Oregon 97812.

“Board” has the meaning assigned to such term in Section 3.1.

“Budget” has the meaning assigned to such term in Section 5.1.

“Condon” means City of Condon, an Oregon municipal corporation, whose address is PO Box 445, Condon, Oregon 97823.

“Contribution” has the meaning assigned to such term in Section 5.2.

“Contribution Schedule” has the meaning assigned to such term in Section 5.2.

“Operations Chief” means the Agency employed Gilliam County Fire Services Operations Chief.

“County” means Gilliam County, a political subdivision of the State of Oregon, whose address is PO Box 427, Condon, Oregon 97823.

“Dissolution Manager(s)” has the meaning assigned to such term in Section 7.3.1.

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

“Fire District(s)” means NGRFPD and SGRFPD, individually and collectively.

“Initial Term” has the meaning assigned to such term in Section 7.1.

“Law(s)” mean all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting this Agreement and/or Agency, 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 8.5.

“NGRFPD” means North Gilliam County Rural Fire Protection District, an Oregon special district, whose address is PO Box 476, Arlington, Oregon 97812.

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

“Party” or “Parties” means the parties to this Agreement, individually and collectively.

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

“Services” has the meaning assigned to such term in Section 4.2.2.

“SGRFPD” means South Gilliam County Rural Fire Protection District, an Oregon special district, whose address is PO Box 623, Condon, Oregon 97823.

DRAFT

Schedule 4.2.2
Fire Operations Chief Services

Subject to the terms and conditions contained in this Agreement, the Operations Chief will provide the following fire coordination services:

1. Plan, organize, and coordinate the provision of emergency fire services to Gilliam County citizens (including functions related thereto). This planning, organizing, and coordination duties and responsibilities include, without limitation, (a) reviewing and evaluating fire service delivery challenges and identifying cost effective solutions to such challenges, and (b) providing technical assistance to each Fire District and otherwise assisting and supporting each Fire District's provision of fire emergency services.
2. Ensure coordination and communication between all emergency service providers in Gilliam County, including the Oregon State Police, Gilliam County Sheriff's Office, Fire Districts, and ambulance services. Attend 911 committee and other Agency relevant meetings.
3. Assist the Gilliam County Emergency Manager with the development and implementation of an annual mitigation, preparedness response, and recovery work plan program.
4. Prepare an annual budget for emergency services. Maintain records and inventory of volunteer rosters and training history.
5. Assist in the recruitment and retention of volunteers for emergency services. Assist in development of additional resources for emergency services.
6. Represent each Fire District at regional and state levels when in the interest of emergency service providers in Gilliam County. Provide administrative services to the Fire Districts, which administrative services may include reporting, billing, budget, damage assessment, public relations, intergovernmental relations, and planning. Oversee operation of rescue vehicles, including billing for services, staffing, maintenance, and repairs.
7. All other duties and responsibilities assigned by the Board from time to time.

Schedule 5.2
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%

New Contribution Schedule as of FY 23/24

<u>Party</u>	<u>Contribution Amount</u>	<u>Percentage of Total Contribution</u>
Gilliam County	\$80,730.00	69%
NGRFPD	\$7605.00	6.5%
SGRFPD	\$7605.00	6.5%
Arlington	\$10,530.00	9%
Condon	<u>\$10,530.00</u>	<u>9%</u>
Total Contribution	\$117,000.00	100%