

**RESOLUTION NO. 2022-12**

A Resolution of the City of McMinnville Approving a Cost Sharing Agreement with McMinnville Rural Fire Protection District.

**RECITALS:**

**Whereas**, the McMinnville City Council has authorized the Fire Department to move forward with fire district consolidation efforts; and

**Whereas**, the McMinnville Fire Department and the McMinnville Rural Fire Protection District ("MRFPD") are the two remaining service areas interested in moving the concept forward; and

**Whereas**, during consolidation meetings with the partners, it was agreed to create a cost share agreement that allocated partner contributions for the upcoming work around polling and contract legal services; and

**Whereas**, the City of McMinnville and the MRFPD now seek to execute an agreement regarding cost sharing.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:**

1. The above-recitals are hereby adopted as if fully set forth herein.
2. The Mayor is authorized to execute a cost sharing agreement in substantially similar form to Exhibit A attached hereto.
3. This resolution shall take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 22nd day of February, 2022 by the following votes:

Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Chenoweth

Nays: \_\_\_\_\_

Approved this 22nd day of February, 2022.

*Scott A. Hill*

\_\_\_\_\_  
MAYOR

Approved as to form:

*J. W. H.*  
\_\_\_\_\_  
City Attorney

Attest:

*Claudia Geros*  
\_\_\_\_\_  
City Recorder

**EXHIBITS:**

- A. Cost Sharing Agreement

## COST SHARING AGREEMENT

This Cost Sharing Agreement (Agreement) is entered into by and between the undersigned Cities and Rural Fire Protection Districts located in Yamhill County.

### RECITALS

Whereas, in December 2020, Emergency Services Consulting International issued the Fire District & Departments Consolidation Feasibility Study (Consolidation Study) for fire services in Yamhill County, Oregon; and

Whereas, the Consolidation Study identifies the need to work collaboratively towards a consolidation process by establishing a strategic plan for implementation and establishing working groups for governance, finance, legal, operations, support services, logistics, and communications; and

Whereas, the following Cities and Rural Fire Protection Districts desire to further evaluate the details of consolidation to determine whether to proceed with the consolidation of fire services:

- City of McMinnville
- McMinnville Rural Fire Protection District; and

Whereas, the Parties anticipate needing legal, surveying, mapping, polling, communication, outreach, and other consulting services (Services) as part of the process of deciding whether it is in the best interest of each respective Party to seek the formal consolidation of two or more fire services; and

Whereas, after considering the information about consolidation, some or all of the Parties may desire to implement the process of consolidating fire services by placing the appropriate ballot measures before the voters; and

Whereas, the City of McMinnville is willing to assume administrative responsibility for the process of obtaining the services needed to determine whether to proceed with and to implement the consolidation of fire services; and

Whereas, the undersigned Cities and Rural Fire Protection Districts have agreed share the cost of the Services by becoming a Party to this Cost Sharing Agreement.

NOW, THEREFORE, IT IS AGREED:

### WORKING GROUP

1. There is hereby created the Yamhill County Fire Service Consolidation Work Group (Work Group). The Work Group shall be made up of two representatives from each Party to this Agreement. Each Party shall appoint two people to attend meetings related to the consolidation of fire services.
2. The goal of the Work Group is to educate itself on the consolidation of fire services, to reach consensus on the details of the consolidation process, and to coordinate the implementation of the consolidation of fire services.
3. The Work Group shall comply with Oregon's Public Records and Meetings Law.

### COMMITMENTS OF THE PARTIES

4. Each Party will participate in the Work Group meetings.
5. The City of McMinnville shall provide administrative support for the process of obtaining the services needed to determine whether to proceed with the consolidation of fire services, including but not limited to:
  - Obtaining, after appropriate consultation with the Work Group, such consulting services as the City of McMinnville may deem necessary,
  - Obtaining, after consultation with the Work Group, such consulting services as the Work Group may deem necessary.
6. The costs for administrative support shall be shared by the Parties. The City of McMinnville will pay 70% of the cost of administrative support, except for polling and surveys. The remaining 30% of the cost will be shared equally by the other Parties to this Agreement. The costs of polling and survey, if any, shall be paid by the Parties that elect to utilize such services. If, pursuant to Section 10, a city or district joins or withdraws from this Agreement, the 30% will be shared equally by the remaining Parties.
7. The City of McMinnville will invoice the Parties for the cost of administrative support monthly. The City of McMinnville will not charge for staff time nor add overhead to the invoices received from consultants.

The Parties agreed to pay each invoice within 30 days of the date of the invoice. The Parties recognize all amounts payable in future fiscal years are subject to appropriation by their respective governing bodies but agree to make good faith efforts to ensure that the reimbursement expenses are included in each of their annual budgets.

## LEGAL SERVICES

8. The City of McMinnville has hired the Local Government Law Group P.C. (LGLG) to provide legal services regarding the consolidation of fire services. The City of McMinnville and LGLG will have the attorney/client relationship which means LGLG only represents the City of McMinnville and not the other Parties to this Agreement. The City of McMinnville will provide the other Parties the LGLG work product for their use and LGLG will be available to answer questions from the representative for each Party.
9. The legal services to be provided by LGLG to the City of McMinnville include, but are not limited to:
  - Attend meetings of the Work Group
  - Governance options for a new fire district including election subdistricts
  - Potential of Tax Zones within a new fire district
  - Election process, requirements, and timelines including the impact if voters do not approve the dissolution of one or more existing districts
  - Formation process including requirements for a Petition or Resolution for formation
  - Review the Economic Feasibility Statement
  - Dissolution process including requirements for Petitions or Resolutions for dissolution and debt distribution plan
  - Requirements of the Oregon Department of Revenue for district boundary property descriptions
  - General advice regarding the requirements of Oregon Election Law related to political activities including limits on the use of public funds and staff resources, and applicability to elected officials
  - Draft template Ballot Titles
  - Draft template petitions and resolutions

## GENERAL PROVISIONS

10. **Withdrawal/ Addition of Parties.** Any Party may terminate its participation in this Agreement by giving every other Party written notice not less than 10 days prior to the termination. Such termination shall not be effective until written notice of the withdrawal has been given to every other Party. All Parties may mutually agree to terminate this agreement. Upon termination, the terminating Party shall pay its share of Administrative Support incurred to the date of termination but otherwise owe no further obligation to the other Parties under this Agreement. A City or Rural Fire Protection District may become a Party to this Agreement with the prior written consent of all those who are then Parties and upon the execution of the Agreement by the additional Party.
11. **Breach/Remedies.** The Parties agree that a breach of the provisions of this Agreement by a Party will cause irreparable harm to the other Parties and therefore agree that injunctive relief is an appropriate means to enforce this Agreement.
12. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Oregon. Notwithstanding the foregoing sentence, this Agreement shall be construed without regard to the Party who drafted the Agreement.
13. **Enforceability.** If any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, then such provision shall have no force or effect, but the illegality or unenforceability of such provision shall neither affect nor impair the legality and enforceability of any other provision of this Agreement.
14. **No Third-Party Use.** This Agreement is intended for the benefit only the Parties and shall be enforceable only by the Parties. No third party may use this Agreement for any purpose, including but not limited to use as evidence, a waiver of any right or claim, or as an admission of fact or law.
15. **No Joint Venture or Partnership.** This Agreement does not form a joint venture or partnership by the Parties. Unless otherwise expressly agreed to in writing by the Parties, no Party shall be entitled to compensation or reimbursement from another Party for the participation of its employees,

officers, agents, servants, or attorneys in the defense of any threatened or asserted claims subject to this Agreement or for the cost of participation in this Agreement.

16. Assignment. This Agreement shall be binding upon each of the undersigned Parties, and the successors, assigns, agents and representatives of each Party. No assignment or delegation of the obligations hereunder will release the assigning or delegating Party from its obligations under this Agreement.
17. Amendment. This Agreement may be amended only by an agreement in writing executed by each Party. All amendments, changes and revisions to this Agreement shall be binding upon the Parties without any additional legal consideration, if the same be in writing and executed by the Parties.
18. Merger/Integration. No other agreements, express or implied, have been made by the Parties concerning the subject matter herein. All prior and contemporaneous conversations, negotiations and possible or alleged agreements concerning the subject matter herein are merged and integrated into this Agreement.
19. Notice. All notices under this Agreement shall be given in writing by both electronic and regular mail to the address specified below for the respective Party; provided that if any Party gives Notice of a change of name or address in accordance with the provisions hereof, Notice to that Party shall thereafter be addressed to the attention of, and to the address stated in, that Notice.
20. The addresses of the Parties are:

City of McMinnville/McMinnville Fire Department  
175 NE 1<sup>st</sup> Street  
McMinnville, OR 97128  
Attention: Chief Rich Leipfert

McMinnville Rural Fire Protection District  
175 NE 1<sup>st</sup> Street  
McMinnville, OR 97128  
Attention: Steve Leonard

21. Execution and Effective Date. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original. This Agreement shall be effective as to the signatories upon execution by two or more of the Parties below.

The undersigned Parties execute this Agreement as of the dates shown below:

**City of McMinnville**



\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Date

**McMinnville Rural Fire Protection District**

  
\_\_\_\_\_  
Chair

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Date

1/18/22