



**SIUSLAW VALLEY FIRE AND RESCUE
WESTERN LANE AMBULANCE DISTRICT
BOARD OF DIRECTORS**

JOINT SPECIAL MEETING AGENDA

March 7, 2019 - 5:30 P.M.
Siuslaw Valley Fire and Rescue
2625 Highway 101 North, Florence

Call to Order

Pledge of Allegiance

Roll Call / Establishment of Quorum

New Business (SVFR & WLAD):

1. Consider Resolution (2019-01 SVFR) (2019-03 WLAD) to direct the Interim Fire & EMS Chief to start the process to create a Third Entity.

Background: We have previously discussed the creation of an Intergovernmental Agency via a ORS 190 Intergovernmental Agreement between SVFR and WLAD. Approving this resolution only directs the Interim Fire & EMS Chief to start the process in developing the Intergovernmental Agreement. The actual creation of an Intergovernmental Agency is through an Ordinance, which would be considered, along with the IGA at a later date.

2. Consider Terms for the employment of the Fire & EMS Chief and DRAFT employment agreement for Michael Schick and Authorize SVFR Board President, Ron Green, to sign a conditional offer of employment based on the terms of employment and contract; and contingent upon successful background and reference checks.

Future Agenda Business:

The next meeting will be a Joint Meeting with both SVFR and WLAD Board of Directors on Wednesday, March 20, 2019 at 6:00pm.

Adjournment



SVFR Approved

WLAD Approved

Siuslaw Valley Fire & Rescue

Resolution No. 2019- 01

RESOLUTION DECARING INTENT TO MOVE FORWARD WITH THE CREATION OF AN ORS 190 INTERGOVERNMENTAL ENTITY “WESTERN LANE FIRE & EMS AUTHORITY”

WHEREAS, Siuslaw Valley Rural Fire Protection District, also known as Siuslaw Valley Fire & Rescue is an Oregon municipal corporation operating under ORS Chapter 478; and

WHEREAS, Western Lane Ambulance District is an Oregon municipal corporation operating under ORS Chapter 440; and

WHEREAS, both Districts desire to proceed with the formation of an intergovernmental entity in accordance with ORS 190.010 (5); and

NOW, THEREFORE BE IT RESOLVED:

1. That the Siuslaw Valley Fire & Rescue Board of Directors intend to pursue the formation of an intergovernmental entity with Western Lane Ambulance District known as “Western Lane Fire and EMS Authority” by intergovernmental agreement.
2. The intended date of the establishment of the intergovernmental entity via ordinance is July 1, 2019
3. The public purpose for which the entity is created is to provide increased efficiency and effectiveness by avoiding duplication of administrative and managerial services, overhead, better utilization of equipment, and more effective assignment of personnel, including the opportunity to enhance training, and provide for specialized services.
4. That the Interim Fire & EMS Chief and to his successor to proceed with the development of an Intergovernmental entity known as “Western Lane Fire & EMS Authority” via an Intergovernmental Agreement to be adopted via Ordinance to be considered at a later date.

ADOPTED this 7th day of March 2019.

Ron Green, President, Board of Directors

Attest;

2017 ORS 190.010¹

Authority of local governments to make intergovernmental agreement

A unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform. The agreement may provide for the performance of a function or activity:

- (1)** By a consolidated department;
- (2)** By jointly providing for administrative officers;
- (3)** By means of facilities or equipment jointly constructed, owned, leased or operated;
- (4)** By one of the parties for any other party;
- (5)** By an intergovernmental entity created by the agreement and governed by a board or commission appointed by, responsible to and acting on behalf of the units of local government that are parties to the agreement; **or**
- (6)** By a combination of the methods described in this section. [Amended by 1953 c.161 §2; 1963 c.189 §1; 1967 c.550 §4; 1991 c.583 §1]

2017 ORS 190.003¹

Definition for ORS 190.003 to 190.130

As used in ORS [190.003 \(Definition for ORS 190.003 to 190.130\)](#) to [190.130 \(Effect of ORS 190.125\)](#), “unit of local government” includes a county, city, district or other public corporation, commission, authority or entity organized and existing under statute or city or county charter. [1967 c.550 §2]

2017 ORS 190.020¹

Contents of agreement

(1) An agreement under ORS [190.010 \(Authority of local governments to make intergovernmental agreement\)](#) shall specify the functions or activities to be performed and by what means they shall be performed. Where applicable, the agreement shall provide for:

- (a)** The apportionment among the parties to the agreement of the responsibility for providing funds to pay for expenses incurred in the performance of the functions or activities.
- (b)** The apportionment of fees or other revenue derived from the functions or activities and the manner in which such revenue shall be accounted for.
- (c)** The transfer of personnel and the preservation of their employment benefits.
- (d)** The transfer of possession of or title to real or personal property.
- (e)** The term or duration of the agreement, which may be perpetual.
- (f)** The rights of the parties to terminate the agreement.

(2) When the parties to an agreement are unable, upon termination of the agreement, to agree on the transfer of personnel or the division of assets and liabilities between the parties, the circuit court has jurisdiction to determine that transfer or division.

[Amended by 1967 c.550 §5]

2017 ORS 190.030¹

Effect of agreement

(1) When an agreement under ORS [190.010 \(Authority of local governments to make intergovernmental agreement\)](#) has been entered into, the unit of local government, consolidated department, intergovernmental entity or administrative officer designated therein to perform specified functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested by law in each separate party to the agreement, its officers and agencies.

(2) An officer designated in an agreement to perform specified duties, functions or activities of two or more public officers shall be considered to be holding only one office.

(3) An elective office may not be terminated by an agreement under ORS [190.010 \(Authority of local governments to make intergovernmental agreement\)](#).

[Amended by 1967 c.550 §6; 1991 c.583 §2]

2017 ORS 190.080¹

Powers of intergovernmental entity created by intergovernmental agreement

(1) An intergovernmental entity created by an intergovernmental agreement under ORS [190.010 \(Authority of local governments to make intergovernmental agreement\)](#) may, according to the terms of the agreement:

(a) Issue revenue bonds under ORS chapter 287A or enter into financing agreements authorized under ORS [271.390 \(Lease or purchase of real estate by public body or council of governments\)](#) to accomplish the public purposes of the parties to the agreement, if after a public hearing the governing body of each of the units of local government that are parties to the agreement approves, by resolution or order, the issuance of the revenue bonds or entering into the financing agreement;

(b) Enter into agreements with vendors, trustees or escrow agents for the installment purchase or lease, with option to purchase, of real or personal property if the period of time allowed for payment under an agreement does not exceed 20 years; **and**

(c) Adopt all rules necessary to carry out its powers and duties under the intergovernmental agreement.

(2) Except as provided in ORS [190.083 \(County agreements for transportation facilities\)](#), an intergovernmental entity may not levy taxes or issue general obligation bonds.

(3) The debts, liabilities and obligations of an intergovernmental entity shall be, jointly and severally, the debts, liabilities and obligations of the parties to the intergovernmental agreement that created the entity, unless the agreement specifically provides otherwise.

(4) A party to an intergovernmental agreement creating an intergovernmental entity may assume responsibility for specific debts, liabilities or obligations of the intergovernmental entity.

(5) Any moneys collected by or credited to an intergovernmental entity shall not accrue to the benefit of private persons. Upon dissolution of the entity, title to all assets of the intergovernmental entity shall vest in the parties to the intergovernmental agreement. The agreement creating the entity shall provide a procedure for:

(a) The disposition, division and distribution of any assets acquired by the intergovernmental entity; **and**

(b) The assumption of any outstanding indebtedness or other liabilities of the entity by the parties to the intergovernmental agreement that created the entity.

(6) An intergovernmental entity created by intergovernmental agreement under [**ORS 190.010 \(Authority of local governments to make intergovernmental agreement\)**](#) may be terminated at any time by unanimous vote of all the parties to the intergovernmental agreement or as provided by the terms of the agreement. [1991 c.583 §4; 2001 c.840 §3; 2003 c.195 §7; 2007 c.783 §71]

2017 ORS 190.085¹

Ordinance ratifying intergovernmental agreement creating entity

(1) Prior to the effective date of an intergovernmental agreement creating an intergovernmental entity, each of the parties to the intergovernmental agreement shall enact an ordinance ratifying the creation of the intergovernmental entity. An ordinance enacted under this subsection shall:

(a) Declare that it is the intent of the governing body enacting the ordinance to create an intergovernmental entity by intergovernmental agreement;

(b) Specify the effective date of the intergovernmental agreement;

(c) Set forth the public purposes for which the intergovernmental entity is created; **and**

(d) Describe the powers, duties and functions of the intergovernmental entity.

(2) Not later than 30 days after the effective date of an intergovernmental agreement creating an intergovernmental entity under ORS [190.010 \(Authority of local governments to make intergovernmental agreement\)](#), the parties to the intergovernmental agreement shall file with the Secretary of State copies of the ordinances required under this section together with a statement containing the name of the intergovernmental entity created, the parties to the agreement, the purpose of the agreement and the effective date of the agreement. [1991 c.583 §5]

memo

Siuslaw Valley Fire & Rescue / Western Lane Ambulance

To: WLAD & SVFR Boards
From: Steve Abel, Interim Fire & EMS Chief
CC:
Date: March 5, 2019
Re: DRAFT Employment Agreement- Michael Schick

Included in the Board packets is a DRAFT employment agreement and Addendum 'B' relating to the conditions of employment for Michael Schick. Neither has yet been reviewed by legal counsel- so these only represent the terms and conditions that were discussed with Chief Schick and WLAD President Rick Yecny and SVFR Board Member John Carnahan. These terms have been tentatively agreed upon with Chief Schick and both WLAD and SVFR Board Presidents.

If the Boards agree with the terms, I can have our legal counsel review the proposed Employment Agreement for form. If there are any material changes relating to agreed upon terms, I will contact the Board Presidents for direction.

If the presented terms are agreeable or need to change, I will also forward them to Chief Schick.

The intent is to agree on the terms and forward a conditional letter of employment to Chief Schick so he can proceed with the necessary arrangements to relocate to the Florence area and prepare to be our next Fire & EMS Chief.

Employment Agreement

THIS AGREEMENT made and entered into on this xxxxx, 2019 between Siuslaw Valley Fire & Rescue, Lane County, Oregon, a duly formed Rural Fire Protection District under ORS Chapter 478, hereinafter referred to as “District,” and Michael R. Schick, Fire & EMS Chief, hereinafter referred to as “Chief.”

It is hereby agreed as follows:

Section I Employment

The District hereby employs the Chief, and the Chief accepts employment pursuant to the terms and conditions of this Agreement. All prior agreements, oral or written, are terminated by the execution of this Agreement and have no further force or effect unless expressly stated herein. The Chief acknowledges that employment may transfer to an ORS 190 authorized 3rd party entity reporting to a new Board of Directors comprised of representatives of Siuslaw Valley Fire & Rescue and Western Lane Ambulance District.

Section II Term/Non-Renewal

The term of this Agreement shall begin on June 1, 2019 and shall terminate on June 30, 2022. This Agreement will automatically extend from year to year unless the District or the Chief issues a letter of intent not to renew at least 90 days prior to the expiration date of any period.

Section III Duties

Employee’s title is Fire & EMS Chief and in consideration of the compensation and benefits to be paid by the District, the Chief hereby agrees to perform the duties as outlined in the Fire & EMS Chief Job Description adopted by the SVFR Board of Directors on 12/19/2018; attached at addendum “A”:

The Chief shall be bound by all rules, regulations and policies now in existence or hereinafter adopted by the Board of Directors of the District and shall administer the affairs of the District in accordance therewith and pursuant to the laws of the State of Oregon.

Section IV Evaluation

The Chief, in carrying out his responsibilities, shall demonstrate the following:

- A. Ability to cooperate with the District Board of Directors, community citizens and leaders, peer organizations and neighboring cities, districts and the County;
- B. Ability to effectively communicate;
- C. Ability to effectively lead district employees and volunteers;
- D. Good work habits as an example to employees;
- E. Full and efficient utilization of all facilities and services;
- F. Management skills necessary to maximize the fire services made available to the patrons and minimize the cost to the taxpayers; and

The Board of Directors shall do a performance review based upon the above criteria and overall performance of job duties. The Board will review the Fire Chief's performance during the regular business meeting in the months of February or March for each year this agreement remains in effect. It is the duty of the Chief to meet with the Board President and establish a time and place for the annual evaluation. The procedures for evaluation will be adopted by the District in accordance with the open meetings laws of the State of Oregon, District policies, or a combination thereof, as applicable.

Section V Compensation

The District shall compensate the Chief as set forth below:

- A. Salary: Chief's base annual salary shall be \$113,089 annually payable in accordance with the District's payroll policy [currently monthly] effective June 1, 2019
- B. The annual base salary of this Agreement is subject to annual negotiations for Cost of Living Adjustments (COLA) following the annual performance review of the Chief. In any event, the base salary of the Chief shall not be adjusted lower than the amount indicated in the Section V Compensation (A) above. Agreement signed and dated **xxxx xx 2019** except as noted in Sections VIII and IX below.
- C. It is recognized that instances occur where the Fire District is compensated for hours of work, including overtime, and benefit costs incurred by the Fire & EMS Chief. Examples include State Conflagration Acts, FEMA declarations, and other major emergency events. In such

instances the Fire & EMS Chief is authorized to be paid by the District for wages including overtime. The Fire & EMS Chief shall have the ability to choose from one of two options below for compensation above and beyond the normal salary.

- The Fire & EMS Chief takes vacation for the hours considered “normal work hours” Monday through Thursday and is compensated for the hours of vacation used and any overtime. For the purposes of this provision overtime is incurred after eight (8) hours Mon-Fri (0800-1700) based on forty (40) hours per week and during all hours outside the normal forty (40) hour work week. Overtime hours are compensated at 1.5 times the hourly rate.
- The Fire Chief considers hours worked Monday through Friday between 0800 and 1700 as part of the regular work week and is not compensated beyond what is considered overtime at 1.5 times the hourly rate. For the purposes of this provision overtime is incurred after ten (8) hours Mon-Fri (0800-1700) based on forty (40) hours per week and during all hours outside the normal forty (40) hour work week.

It is understood this section of the Chief’s Contract represents rare occurrences, such as State Conflagration/Mobilization Acts, Emergency Management Assistance Compacts (EMAC) and FEMA declarations where the Fire District is made whole. This section does not apply to what would be considered “normal District business”.

Section VI Benefits

The following items A through J are hereby identified as benefits for the purposes of this Agreement. Each benefit is further defined in Addendum “B.”

- A. Salary
- B. Medical Insurance
- C. Cell Phone
- D. HRA/VEBA
- E. Dental Insurance
- F. Life Insurance
- G. Long Term Disability

- H. Holidays
- I. Vacation
- J. Executive Leave
- K. Sick Leave
- L. Flex Time
- M. Employee Assistance Program
- N. Uniforms
- O. Overtime
- P. Public Employee [PERS] Retirement System
- Q. Deferred Compensation
- R. Vehicle
- S. Professional Organization Membership
- T. Continuing Education
- U. Use of District property as per SVFR policy

The listing of benefits set out in this paragraph and in Addendum “B” describes the major benefits included in this Agreement. Other benefits may apply as outlined in policies adopted by the District.

Section VII Outside Employment

It is understood the uniqueness of work to be performed by the Fire & EMS Chief requires the District define the limits of “Outside Employment,” and what this contractual Agreement will allow. It is expected that the Chief, as the District’s chief executive officer, shall devote his entire attention and energies to the successful fulfillment of his duties. Employment outside the scope of this Agreement for another employer, or the operation of any self-owned/operated business shall only be allowed with the express permission of the District’s Board of Directors.

Section VIII Types of Discipline

The District's general disciplinary policies do not apply to the Chief. In the event the District deems it necessary to issue discipline to the Chief, that discipline may include performance improvement and/or corrective action plans, reprimands, suspensions (only in conformance with the Fair Labor Standards Act relating to an exempt position), prospective reduction in pay, or termination, depending upon the severity of the offense or actions involved. The Chief shall have the choice of public or confidential disciplinary proceedings. All discipline processes will be conducted in accordance with the Oregon Open Meetings law, as applicable.

Section IX Grounds and Process for Discipline and Termination

- A. The Chief's employment may be terminated under this Agreement "at will." The Chief is, at all times, an "at will" employee who can be terminated at any time, with or without cause. Nothing in this agreement is to be interpreted as changing the Chief's status as an "at will" employee. As the Chief Executive Officer, the Chief is in the highest operational and administrative position in the organization and is, therefore, held to higher standards of performance and attitude than other employees. In most cases of misconduct committed by an employee at this level, either counseling or discharge would be warranted, but intermediate levels of disciplinary action would be rare.
- B. Nothing in this agreement shall be construed to include any special rights of the Chief, nor obligations on the part of the District, if the contract is not renewed pursuant to the terms set forth in Section II.
- C. Except as provided in IX.B, above, the District may also terminate employment of the Chief following the grounds and process set forth herein. If the District, for disciplinary reasons, considers imposing termination, demotion, reduction in pay, suspension without pay (only as permitted by the FLSA for exempt employees), or any other action which would affect the Chief's due process rights, the Chief shall receive notice of any charges against him and the possible sanctions being considered. The Chief shall also be advised of the date and time when the District will consider the charges and possible sanction. The Chief will be afforded an opportunity to refute the charges, either orally or in writing before the District Board and to have representation of his choice at the hearing.

(1) Termination "Without" Cause by the District.

The District may terminate this Agreement at any time upon 15 days' written notice to the Chief following a "Super Majority" vote of the Board requiring four (4) of five (5) serving Board Members to vote in favor of "Termination Without Cause" at a "regular" or "special" Board meeting. In such event, the Chief, if requested by the District, shall continue to render his services and shall be paid his regular compensation up to the date specified in the termination. The Chief shall be paid on the date of termination a severance

allowance of three (3) months compensation, less all amounts required to be withheld and deducted. In addition, the Chief shall be entitled to compensation for all earned but unused vacation, accrued holiday and personal time, subject to the general guidelines of the District. The Chief acknowledges that this contract provision cannot be changed or modified by any statement or policy of the District which would tend to indicate that he may not at any time be dismissed without cause, or that the Chief is other than an "at will employee. "Acceptance of severance pay by the Chief shall constitute a waiver and release of all claims of the Chief and any persons legally entitled to assert claims as a result of the Chief's dismissal, against the District, its directors, employees, volunteers, agents, or representatives, whether known or unknown to the Chief at the time such severance pay is accepted.

(2) Discipline or Termination for Cause

"Cause" for discipline or termination includes, but is not limited to:

- a. Intentional or repeated failure to comply with legal requirements or with the District's policies or directives;
- b. Commission of any act of fraud, dishonesty, misappropriation of funds, embezzlement, breach of confidence, immoral conduct, or other misconduct in the rendering of services on behalf of the District.
- c. Current illegal use of drugs, substance abuse, or being under the influence of alcohol while on duty;
- d. Repeated discourteous treatment of employees, subordinates, volunteers or the public; or
- e. Failure or refusal to faithfully, diligently and effectively perform any of the provisions of this Agreement.

If the District, for disciplinary reasons, considers imposing termination, or other disciplinary action, which, if it includes suspension without pay would only be as permitted by the FLSA for exempt employees, and recognizing that employment is "at will" and that termination under this provision only affects the right of the Chief to receive termination pay as set forth in C.1., above, the Chief shall receive notice of the basis of allegations against him and possible sanctions being considered. The Chief shall also be advised of the date and time when the District will consider the charges and possible sanction. The Chief will be afforded an opportunity to refute the charges, either orally or in writing before the District's Board and to have representation of his choice at the meeting. The Board of Directors will then deliberate upon the information provided, in executive session, and return at such time as it deems appropriate, after notice to the Chief, for final action.

D. Disability.

If the Chief is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health, for a period of 90 days beyond any accrued sick leave, vacation, or other authorized leave, the District shall have the option to terminate this Agreement, subject to the requirements of Section IX.A and without any obligation on the part of the District to provide severance pay.

E. Termination by Chief.

The Chief shall have the right to terminate this Agreement at any time by giving 30 days notice thereof, in writing, to the District. In such event, the Chief shall continue to render services and be paid regular compensation and benefits up to the date of termination. In addition, the Chief shall be entitled to compensation for all earned but unused vacation, accrued holiday, sick time, and personal time, subject to the general guidelines of the District.

Section X Waiver of Breach

Waiver by the District of any breach of any provision of this Agreement shall not operate nor be construed as neither a waiver of any subsequent breach nor a waiver of this provision.

Section XI Amendments

Neither amendment nor variation of the terms and conditions of this Employment Agreement are valid unless the same is in writing, references this Agreement, and is signed by both parties.

Section XII Exclusive Term/Assignment

The provisions of this Agreement are for the benefits of the parties solely, and not for the benefit of any person, persons or legal entities. Neither this Agreement nor any rights hereunder may be assigned by either party.

Section XIII Severability/Scope

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, all other provisions shall remain in full force and effect. If any provision is found to be overbroad in scope or duration, the breadth of the provision shall be reduced to the maximum allowable by law.

Section XIV Representation

At all times, the District has been represented by its attorney. The Chief acknowledges that the Chief, at all times, had the right to and the availability of independent counsel of the Chief's choosing in regard to this Agreement, whether or not the Chief chose to exercise that right.

Section XV Paragraph Headings

Headings are used solely for convenience and are not to be used in construing or interpreting the Agreement.

Section XVI Governing Laws

The laws of the State of Oregon shall be used at all times to interpret and govern the interpretation in enforcement of this Agreement.

Section XVII Entire Agreement

The parties agree that this instrument represents the entire Agreement between the parties, and that all prior representations, promises or statements merge with the written Agreement and, unless specifically set out herein, are not enforceable.

IN WITNESS WHEREOF, the District, acting through its Board of Directors has authorized this Agreement to be signed and executed on this **xxxxx 2019**. The Chief has executed this Agreement on the date entered below. Each party acknowledges receipt by their signature of a signed copy of the Agreement.

DISTRICT:

CHIEF:

By _____
Board President

Michael Schick

Attest: _____
Board Secretary

Date: _____

SIUSLAW VALLEY FIRE & RESCUE
Wage and Benefits
For
FIRE & EMS CHIEF
Addendum B
June 1, 2019 to June 30, 2022

SALARY:	\$113,089 (\$9424,08 monthly)
MEDICAL INSURANCE:	As provided by District plan, Family coverage, including vision benefit, paid in full by District.
CELL PHONE	Allowance \$50 per month or District supplied Cell Phone
HRA/VEBA	Contribution based on current District Plan for Family.
DENTAL INSURANCE:	As provided by District plan, Family coverage paid in full by District.
LIFE INSURANCE:	As provided by District plan.
LONG TERM DISABILITY:	As provided by District Plan; paid in full by District
HOLIDAYS:	Eleven (11) paid holidays per year to include Presidents Day, Veterans Day, MLK Day, Memorial Day, 4 th of July, Labor Day, Thanksgiving, day after Thanksgiving, Christmas, the choice of either December 24 or 26, and January 1 st
VACATION:	Beginning July 1, 2019, 120 hours per year [15 8-hour days] with 40-hours of the 120 annual hours credited upon employment.
EXECUTIVE LEAVE:	Forty (40) hours annually non-accruable or compensable upon termination of employment.
SICK LEAVE:	Earns the equivalent of one work day per month based on a 40-hour week average work week.

FLEX TIME	Chief is permitted to adjust his work schedule as needed to work no less than 40 hours per week.
EMPLOYEE ASSISTANCE PROGRAM:	Provided by District.
COMPENSATORY TIME:	Not available.
UNIFORMS:	Provided by the District
OVERTIME:	Allowed for situations where the District has expectation to recover the Chief's wages. Examples include State Conflagrations enacted by the Governor, FEMA disaster declarations, etc.
LONGEVITY:	Not available.
PUBLIC EMPLOYEE (PERS) RETIREMENT SYSTEM:	Full PERS access, District contributes employee 6% contribution.
DEFERRED COMPENSATION:	Access to District program, no match.
VEHICLE:	Full use of District staff vehicle for official and personal use.
PROFESSIONAL ORGANIZATION MEMBERSHIP:	District sponsored individual membership in OFCA, IAFC and or others as needed and appropriated in the budget.
CONTINUING EDUCATION:	Within District budget, District will pay for and allow time for participation in job related conferences, workshops and education programs.
DISTRICT PROPERTY:	Per SVFR Policy.