

INTERGOVERNMENTAL AGREEMENT FOR YAMHILL COMMUNICATIONS AGENCY (YCOM)

THIS INTERGOVERNMENTAL AGREEMENT is made effective the dates set forth adjacent to the signatures below by and between the following governmental entities: the cities of Amity, Carlton, Lafayette, McMinnville, Sheridan, Willamina and Yamhill; the fire protection districts of Amity, Carlton, Dayton, McMinnville, Sheridan, West Valley and Yamhill; and Yamhill County, a political subdivision of the State of Oregon.

RECITALS.

- A. ORS 190.010 provides that "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."**
- B. The Yamhill Communications Agency (YCOM) was formed by intergovernmental agreement effective January 1, 1988. The intergovernmental agreement was thereafter amended from time to time to address membership and organizational changes.**
- C. Member entities of YCOM have determined it appropriate to adopt a restated intergovernmental agreement to recognize changes mutually desired by the membership. NOW, THEREFORE,**

AGREEMENT. The parties to this agreement hereby agree as follows:

ARTICLE I. Organization and Name

- 1. The Yamhill Communications Agency, hereinafter referred to as YCOM, was established as an intergovernmental entity on January 1, 1988. Without dissolving the entity, this agreement amends and restates the terms under which YCOM will continue in existence.**
- 2. YCOM shall have responsibility for and authority in the area of public safety communications and the functions incidental thereto for the purpose of communicating, dispatching, relaying or transferring calls made in the named member jurisdictions, and shall be responsible for the maintenance of any agency owned equipment and leased telephone lines directly connected to the 9-1-1 center.**

ARTICLE II. Membership of YCOM

- 1. Subject to the provisions of this article and Article XII, governmental entities are eligible to join YCOM as regular or associate members provided: (1) their respective jurisdictions receive 9-1-1 Public Safety Answering Point (PSAP) dispatch services from YCOM, and (2) the**

entity participates in a proportional share of the operating costs of YCOM, the respective amounts to be approved by YCOM's Executive Board in accordance with this agreement.

2. At the time of this amendment and restatement of this agreement, the regular members of YCOM are:

City of Amity, City of Carlton, City of Lafayette, City of McMinnville, City of Sheridan, City of Willamina, City of Yamhill, Amity Rural Fire District, Carlton Rural Fire District, Dayton Rural Fire District, McMinnville Rural Fire Protection District, Sheridan Rural Fire District, West Valley Rural Fire District, Yamhill Rural Fire District and Yamhill County, a political subdivision of the State of Oregon.

3. Upon a majority vote of the Executive Board, Associate Membership may be extended to any political subdivision within the boundaries of Yamhill or Polk Counties. Cost for Associate Membership will be approved by the Executive Board, based on the size of the agency and any E9-1-1 revenues passed on to YCOM. Associate Members may not serve on the Executive Board. At the time of this amendment and restatement of this agreement, the only Associate Member is the City of Dayton.

ARTICLE III Governance

1. The governing body of YCOM is the Executive Board. The Executive Board shall consist of the following members who may not delegate their authority to vote on matters before the Executive Board:

- a. The Sheriff of Yamhill County.
- b. One Yamhill County Commissioner appointed as provided below.
- c. One representative from the City of McMinnville appointed as provided below.
- d. One representative of the city members appointed as provided below.
- e. One representative of the fire district members appointed as provided below.

2. Role of sheriff. The Sheriff of Yamhill County shall be Chair of the Executive Board. The sheriff is a voting member of the Board. The sheriff may not delegate the duties of the position as Chair of the Executive Board but may assign administrative tasks to others. The sheriff is eligible to serve on the Executive Board only while holding office as Sheriff of Yamhill County.

3. Selection of commissioner. The Yamhill County Commissioner on the Executive Board shall be appointed by the Yamhill County Board of Commissioners. The appointment shall be for a term expiring January 10 of an even numbered year. Reappointments by the Board of Commissioners are authorized but not required. The person appointed to the commissioner position is eligible to serve on the Executive Board only while holding office as county commissioner of Yamhill County. The Board of Commissioners may remove its representative to the Executive Board by majority vote of the Board of Commissioners.

4. McMinnville representative. The McMinnville representative will be selected by the McMinnville City Council. The City Council will appoint a representative for a term expiring January 10 of an even numbered year. Reappointments by the City Council are authorized but not required. The McMinnville City Council may remove its representative to the Executive Board by majority vote of the council.

5. City representative.

a. The city representative will be selected from among all the city parties to this agreement, with the exception of the City of McMinnville. Except for the initial appointment in 2006, duly authorized representatives of the city parties will meet in December of an odd numbered year to appoint a representative for a two year term commencing the following January 11 of an even numbered year.

b. Reappointments by the city parties are authorized but not required. The city parties may remove their representative to the Executive Board by majority vote of the city parties.

c. The city representative appointed in 2006 is Rita Baller of Willamina.

6. Fire district representative.

a. The fire district representative will be selected from among the following fire protection agencies: Amity, Carlton, Dayton, McMinnville, Sheridan, West Valley and Yamhill. Except for the initial appointment in 2006, duly authorized representatives of the member fire districts will meet in December of an odd numbered year to appoint a representative for a two year term commencing the following January 11 of an even numbered year.

b. Reappointments by the member fire districts are authorized but not required. The member fire districts may remove their representative to the Executive Board by majority vote of the member fire districts.

c. The fire district representative appointed in 2006 is Rick Mishler of West Valley Rural Fire District.

ARTICLE IV Executive Board Procedures

1. Vice-chair. At the initial meeting of the Executive Board after the effective date of this agreement and the first meeting of an even numbered year thereafter, the Executive Board members shall elect from their members a vice-chair, who shall serve as chair when the chair is absent.

2. Executive Board responsibilities. The Executive Board shall be responsible for the duties set forth in this section, but the Executive Board may delegate administrative functions to the

YCOM Director as the Board deems appropriate. The duties of the Executive Board are as follows:

- a. Annually appointing a Budget Committee in accordance with ORS 294.905 comprised of the members of the Executive Board and an equal number of lay members with an interest in emergency communications,
- b. Reviewing and approving the annual budget presented to the Board by the Budget Committee,
- c. In conjunction with approving the budget, determining and approving the annual cost of membership for each of the parties to this agreement,
- d. Approving the level of compensation for the YCOM employees consistent with the collective bargaining agreement,
- e. Entering into contracts with any person, firm, corporation, or agency of government, as necessary, to acquire goods or services for the operation of YCOM,
- f. Approving the collective bargaining agreement between YCOM and the Yamhill County Communication Center Employees' Association, or any successor association,
- g. Establishing policy direction for YCOM,
- h. Overseeing the User Committee and reviewing and implementing User Committee recommendations,
- i. Contracting or otherwise providing for space for YCOM operations and/or for auxiliary services, including, but not limited to, records, payroll, accounting, purchasing, and data processing if necessary.

3. Executive Board meetings.

- a. The Executive Board shall meet at least once every two months on a regular, established meeting date. As needed, special meetings may be called upon the request of the Chair or any member of the Executive Board. All meetings are public meetings under Oregon Revised Statutes, Chapter 192 and shall be noticed and conducted according to the terms of the Public Meetings Law.
- b. A quorum shall be three members in attendance at a meeting. A member may participate in a meeting telephonically, and a member who so participates shall be considered "present" for purposes of establishing a quorum.
- c. Each Executive Board member, including the Chair, shall have one vote on matters affecting YCOM.

d. The affirmative vote of a majority of the members of the Executive Board, not a majority of the members present at any meeting, is required for passage of any matter before the Executive Board.

**ARTICLE V.
User Committee**

1. At the signing of this agreement, there exists a Radio Implementation Committee, comprised of one representative from each of the parties to this agreement. Those representatives shall constitute the initial YCOM User Committee under this agreement. The User Committee shall receive and investigate any complaints or concerns submitted to it, regardless of the source of the complaint or concern. The User Committee shall report findings and recommendations on each complaint received to the Executive Board for review and appropriate action.

2. The governing body of each party to this agreement shall be responsible for providing a representative to the User Committee. A party's representative may be removed by the governing body of that party.

**ARTICLE VI.
Director**

1. The Chair of the Executive Board shall appoint a Director of YCOM. The Director shall be the administrative head of YCOM and shall be responsible for the operation and management of YCOM. As approved by the Executive Board, the Director may appoint a General Manager and Deputy Director.

a. The Director will either be (a) the Chair of the Executive Board if determined appropriate by the chair, or (b) a person other than the chair if the chair does not elect to serve as Director of YCOM.

b. If the Chair of the Executive Board does not elect to serve as Director of YCOM, the chair shall solicit input from the Executive Board prior to appointing the Director. A final appointment of the Director is the exclusive authority of the Chair of the Executive Board. The chair shall provide general supervision, including discipline up to and including termination, over the Director.

2. The director shall have the following responsibilities:

a. The Director shall act as executive staff person for the Executive Board and shall attend all meetings.

b. The Director shall be responsible for preparation of the annual budget and its presentation to the Budget Committee. The Director shall prepare and present the budget in a timeframe which allows the parties to this agreement to have adequate notice to enable them to include sufficient funds in their proposed operating budgets to cover funding of YCOM.

c. The Director shall bill each of the parties to this agreement for membership payments not later than the 31st day of the month preceding the requested payment.

d. The Director shall have the authority to hire, supervise, and discipline (up to and including termination) all personnel.

e. The Director shall be responsible for the establishment of personnel policies, recruitment and hiring practices, disciplinary processes, personnel files, employee performance appraisals, training, and career development procedures for the agency. All policies and practices shall be in accordance with state and federal laws.

f. The Director shall prepare, revise, and modify operational and administrative policies subject to the approval of the Executive Board prior to implementation.

g. The Director shall establish policies for expenditures of budget items for YCOM and establish controls to ensure accountability regarding all funds received and expended.

ARTICLE VII. Funding Formula

1. Funding shall be based upon a cost-sharing formula as determined by the Executive Board. The existing formula shall be reviewed not later than the 2008-09 fiscal year.

2. The existing funding formula is set forth in Addendum A to this agreement. Until changed by the Executive Board, the formula contained in Addendum A shall apply.

ARTICLE VIII. Insurance

YCOM shall purchase liability insurance in an amount no less than the limits set in the Oregon Tort Claims Act to protect its board members, employees, and member agencies.

ARTICLE IX. Admission of New Party

Additional governmental entities may be added to this agreement upon such terms and conditions as agreed upon by a unanimous vote of the Executive Board. The admission of additional parties shall be by written addendum to this agreement, signed by the Chair of the Executive Board and the new member.

ARTICLE X. Contract Dispatching Services for Non-members

The Executive Board may enter into contracts with non-member governmental entities who provide police, fire, or emergency medical services provided the Executive Board has determined these contracts are in the best interests of the citizens served by YCOM.

ARTICLE XI
Termination or Dissolution by Member Entity

1. Termination.

a. **Voluntary Termination.** Any member may terminate membership without cause by giving written notice to all other members not less than 6 months prior to the end of the fiscal year, with termination to become effective at midnight of the last calendar day of the fiscal year in which notice is given. Any other member(s) that do not desire to continue membership in YCOM in light of that notice of termination may give notice within 30 days of the initial notice of termination, even if this 30 day period runs beyond the end of the fiscal year. Any obligations existing on termination shall survive termination.

b. **Termination for Non-Payment.** Any member whose required membership contributions are 6 months in arrears at any time during the term of this agreement (even if partial payment has been made on the oldest outstanding balance) shall be terminated from participation in this agreement upon action to terminate by the Executive Board.

c. **Novation.** In the event of termination under subsections (a) or (b), all remaining YCOM members shall be deemed to have approved a novation of this agreement, with the effective date relating back to the effective date of this agreement.

2. **Dissolution of YCOM.** YCOM may be dissolved, and this agreement terminated, by either of the following events.

a. Four members of the Executive Board vote to dissolve YCOM. Prior to the vote, the Executive Board must hold a public hearing, and take public testimony. Public notice of the public hearing must be provided at least 10 days in advance of the hearing.

b. Either the Yamhill County Board of Commissioners or the City Council of the City of McMinnville adopts a motion giving notice of dissolution of YCOM, provided that prior to the vote, the Board of Commissioners or City Council held a public hearing, and took public testimony. Public notice of the public hearing must be provided at least 10 days in advance of the hearing.

ARTICLE XII.
Effect of Dissolution

1. If YCOM should be dissolved, the dissolution shall not impair the rights of any bondholder or other creditor of YCOM. Any such rights may be enforced against any member of YCOM which receives distribution of all or part of the remaining assets of the dissolved agency.

2. Distribution of remaining assets of the dissolved agency shall be made as follows:
 - a. Funds on hand shall be distributed to each member participating at the time of dissolution, including the member(s) whose voluntarily termination(s) cause the dissolution, in pro rata shares of the members' contributions to the overall budget of YCOM since the creation of YCOM.
 - b. All property of YCOM owned by a member shall be returned to that member.
 - c. All property owned by YCOM at the formation of YCOM, and all property that has since been obtained with proceeds of a County levy, shall return to the ownership of the County or otherwise become the property of the County.
 - d. All other property shall be liquidated and the proceeds distributed in the same manner as provided in section 2(a), above, for pro rata fund distribution.
 - e. If a YCOM facility is built in the future, the Executive Board shall determine the effects of a dissolution on that building and the property on which it is built before the facility is constructed.

**ARTICLE XIII.
Effective Date and Term of Agreement**

1. The effective date of this agreement is April 1, 2006. Accounting functions will continue to be overseen by the City of McMinnville at city offices until June 30, 2006.
2. The term of this agreement is perpetual until terminated or dissolved in accordance with Article XI.

**ARTICLE XIV.
Amendments to this Agreement**

1. Amendments or modifications to Article IV may be made by majority vote of the Executive Board.
2. Amendments or modifications to Articles V and VI may be made by unanimous vote of the Executive Board.
3. Amendments or modifications to any article other than Articles IV, V and VI may be made by majority vote of regular members identified in Article II provided that Yamhill County and the City of McMinnville vote with the majority.

**ARTICLE XV.
Validity of Agreement**

If any part, paragraph, article, or provision of this agreement is found to be invalid by any court of competent jurisdiction, such invalidation shall not affect the validity of any remaining part, paragraph, article, or provision of this agreement.

**ARTICLE XVI.
Execution of Agreement**

The parties may execute this agreement in counterparts, each of which shall be deemed to be an original thereof.

APPROVED by the member entities on the dates set forth adjacent to the signatures of the parties below.

CITY OF AMITY

By: [Signature]

Date: 3/1/06

Title: Mayor

CITY OF McMinnville

By: [Signature]

Date: 2/28/06

Title: MAYOR

CITY OF CARLTON

By: [Signature]

Date: 4/17/06

Title: Mayor

CITY OF SHERIDAN

By: [Signature]

Date: 3/22/06

Title: MAYOR

CITY OF LAFAYETTE

By: [Signature]

Date: 3/13/06

Title: Mayor

CITY OF WILLAMINA

By: [Signature]

Date: 3/9/06

Title: Mayor

CITY OF YAMHILL

By: W. Murphy

Date: 3/9/06

Title: Mayor

SHERIDAN RURAL FIRE DISTRICT

By: Larry Edwards

Date: 3/13/06

Title: Fire Chief

AMITY RURAL FIRE DISTRICT

By: John Schaf

Date: 3/17/06

Title: Chair of Board

WEST VALLEY RURAL FIRE DISTRICT

By: Robert M...

Date: 3/20/06

Title: Board Chair

CARLTON RURAL FIRE DISTRICT

By: Larry Peltle

Date: 3/14/06

Title: Chair of Board

FIRE PROTECTION DISTRICT
~~YAMHILL RURAL FIRE DISTRICT~~

By: Janet Peltle

Date: 4-17-06

Title: BOARD CHAIRMEN

DAYTON ~~RURAL~~ FIRE DISTRICT

By: Jeff Dambauer

Date: 3/13/06

Title: Board Chairman

YAMHILL COUNTY, OREGON

By: Debbie A. Davis

Date: 3/1/06

Title: Chair, Board of Commissioners

McMINNVILLE RURAL FIRE PROTECTION DISTRICT

By: U. H. ...

Date: 3/22/06

Title: BOARD CHAIR

ACCEPTED BY:

Jack Crabtree

JACK CRABTREE
Sheriff of Yamhill County

Date: 3/1/06

ADDENDUM A
Funding Formula

The amount of dues to be paid by each member agency shall be the amount needed to fund the operations and necessary capital purchases of YCOM after all other resources are deducted from the total YCOM budget. The amount needed shall be determined by the YCOM Budget Committee and Policy Board according to applicable Oregon Budget Law.

Dues shall be allocated to each member jurisdiction on the basis of a cost-sharing split with fire users paying 15% and police users paying 85% of YCOM's total budget minus E9-1-1 'pass through' and other revenue sources.

- Assessed value shall be determined by the Yamhill County Assessor on territory outside the corporate limits of a City.
- Population shall be determined using current census data.
- Calls for service are defined as:
 1. Any activity initiated by telephone, radio or in person which causes YCOM to generate a new CAD entry that requires location, apparatus and times to be tracked.
 2. Calls that occur in a specific fire district are billed to that district regardless of whether apparatus from other agencies are included in the response.
 3. Move Ups and Mutual Aid to cover a station either within or outside a district would not be considered an additional call. Should a 'call for service' occur while covering that district/station, the district in which the call is located would incur a new call charge.

Whereas the Cities of Carlton, Lafayette and McMinnville provide fire services directly to their citizens is factored in to their user contributions.

Fire Agencies:

1. Fire agencies shall be responsible for 15% of YCOM's total budget minus the E9-1-1 'pass through' revenue.
2. Fire agencies adopted, and the Policy Board approved, a formula combining 1/3 population, 1/3 assessed value and 1/3 calls for service.
3. Percentage per Fire agency:

Amity Fire	5.57%
Carlton Fire	1.29%
Dayton Fire	7.15%
Lafayette Fire	2.97%
McMinnville RFPD	5.48%

Sheridan Fire	9.89%
West Valley Fire	9.20%
Yamhill Fire	5.29%

Law Enforcement Agencies:

1. Law Enforcement agencies shall be responsible for 85% of YCOM's total budget minus the E9-1-1 'pass through' revenue.
2. Police agencies adopted, and the Policy Board approved, a formula combining $\frac{1}{2}$ population and $\frac{1}{2}$ assessed value.

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