



City Hall
206 N. Main St.
Toledo, Oregon 97391
6:00 p.m.

TOLEDO CITY COUNCIL
Work Session – also via Zoom Meeting Platform
March 26, 2025

Virtual Meeting: The City Council will hold the meeting for the City Council and staff in person as well as through the Zoom video meeting platform. The public is encouraged to attend the meeting electronically. Visit the meetings page on the city website for meeting login information.

Public Comments: The City Council may take limited verbal comments during the meeting. Written comments may be submitted by email to lisa.figueroa@cityoftoledo.org 3:00 p.m. the day of the meeting to be included in the record. Comments received will be shared with the City Council and included in the record.

***Executive Session** – At any time during the Council work session, the City Council may call an Executive Session, pursuant to ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection, regarding an item on the agenda if necessary.

1. **Call to Order, Pledge of Allegiance and roll call**
2. **Presentations**
Lincoln County School District Bond Presentation – Superintendent Majalisse Tolan
3. **Visitors/Public Comment**
(The public comment period provides the public with an opportunity to address the City Council regarding items not on the agenda. Please limit your comments to three (3) minutes).
4. **Consent Agenda**
There are no items for discussion
5. **Discussion/Decision Items**
 - Reauthorize a payment of \$5,000 to the Oregonians for Floodplain Protection
 - ***Discussion and possible decision to consider providing bonuses to former Toledo Public Safety Association employees employed as of January 15, 2025**
 - ***Approve an Intergovernmental Agreement with the Siletz Fire Department**
6. **Adjournment**

Comments submitted in advance are preferable. Comments may be submitted by e-mail at lisa.figueroa@cityoftoledo.org. The meeting is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting by calling city offices at (541) 336-2247.



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
Not applicable	March 26, 2025	Approve Intergovernmental Agreement with Siletz Valley Fire District for the provision of fire personnel services
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney M. Adams	Int. City Manager Clyne	Int. City Manager Clyne

Recommendation:

Motion to authorize the City Manager Pro-Tem to enter into an Intergovernmental Agreement, along the lines of the attached agreement, for the provision of fire personnel services in a form approved by the City Attorney; and delegate authority for the City Manager to change or modify terms, and to execute Intergovernmental Agreement.

Background:

The Toledo Fire Department is in immediate need of additional staffing. A draft IGA is attached with Siletz Valley Fire District to provide fire response services in the City of Toledo. Staff would request authority for the City Manager to change or modify terms, subject to approval as to form by City Attorney, prior to execution after further discussion with Siletz Valley Fire District.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2024-2025	N/A

Attachment:

1. Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
Between the CITY OF TOLEDO and the SILETZ VALLEY FIRE
DISTRICT
For
Provision of Fire Personnel Services

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into by and between the **City of Toledo**, an Oregon municipal corporation (“City”), and the **Siletz Valley Fire District**, a rural fire protection district organized under ORS Chapter 478, (“SVFD”), the promises of each being given in consideration of the promises of the other.

RECITALS

1. By the authority granted in ORS 190.010 through 190.030, units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and
2. The SVFD has an employee hired as a training officer/firefighter, and the City of Toledo is in need of such training officer/firefighter; and SVFD is willing to assist the City of Toledo in sharing the cost of this employee.
3. At least on a temporary basis, SVFD is willing to provide emergency responders to the City of Toledo.
4. The intent is that some level of integration of fire response services will alleviate duplication of staffing.

NOW THEREFORE, the promises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. Provision of Fire Services.

a. **Training Officer/Firefighter.** The SVFD shall provide a Training Officer/Firefighter to oversee, implement, coordinate, and deliver training to ensure all Toledo Fire Department (TFD) personnel remain in compliance with the Department of Public Safety Standards and Training (DPSST), and the Oregon Health Authority-EMS and Trauma. The Training Officer shall ensure and keep records of equipment and apparatus that each individual is trained upon, for each of the entities a part of this IGA. SVFD will be responsible for all payroll, insurance, workers compensation and other administrative costs relating to this position. The Training Officer/Firefighter will remain an employee of SVFD. The position is exempt and will not incur overtime. In general, the hours worked on behalf of the City of Toledo will be approximately 20 hours per week, except in special circumstances, approved by the Interim City Manager or City Manager, where it may reach up to 35 hours per week. In exchange for such work, the City agrees to pay SVFD \$50.00 per hour that the Training Officer/Firefighter works on behalf of the City.

b. Emergency Responders. The SVFD will provide contract temporary/part-time firefighters to the City of Toledo be used by the Toledo Fire Department (TFD) for their day-to-day operations. The SVFD shall provide DPSST Certified Firefighter(s) to provide emergency services within the City of Toledo. These firefighters' primary duties are to the City of Toledo and in accordance with the Lincoln County Fire Defense Board Mutual Aid Agreement. SVFD will be responsible for all payroll, insurance, workers compensation and other administrative costs relating to this position. In general, the hours will be no more than 40 hours per week per Emergency Responder. In exchange for such work, the City agrees to pay SVFD \$36.50 per hour that each Emergency Responder works on behalf of the City.

c. Supervision. The SVFD shall provide a Fire Chief to supervise and control the fire personnel services rendered under this IGA. In exchange for such work, the City agrees to pay SVFD \$40.46 per hour that the Fire Chief works on behalf of the City, retroactive to the date of _____.

d. Use of Equipment, Apparatus, and Facilities. Such provision of fire personnel services shall include SVFD's non-exclusive use of Toledo Fire Department's equipment, apparatus, and facilities as needed to perform fire services on behalf of the City of Toledo.

2. Term and Effective Date. This agreement shall become effective upon the date that each party has signed this agreement, but the provision of fire personnel services shall start on _____, 2025.

3. Termination. This agreement shall terminate upon parties' completion of all obligations listed herein, or by mutual written consent of both parties, or unilaterally, provided that no such termination will prejudice any rights or obligations of either party accrued prior to the effective date of the termination. Written or emailed notice of termination is effective on the other party, upon receipt, for any reason, including convenience, loss of available funding, or without specifying a reason. If ended not at the end of the month, the services shall be pro-rated until the date of termination.

4. Indemnification. It is agreed that both parties have no obligation to defend, hold harmless or indemnify, or provide any insurance coverage for or on behalf of the other party.

5. Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement.

6. Entire agreement: This agreement constitutes the entire agreement between the parties. Any modification to this agreement shall be in writing signed by the parties.

7. Attorney Fees. At all times each party shall be responsible for its own costs and attorney fees.

8. Governing law. This agreement shall be governed and construed in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereto have caused this IGA to be executed in duplicate by the duly authorized persons whose signatures appear below. Each party, by the signature

below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this agreement.

City of Toledo

Siletz Valley Fire District

By: _____
David Clyne, City Manager Pro-Tem

By: _____
Siletz Fire Board Chair

Attested: _____
Lisa Figueroa, Recorder

Dated this __ day of _____, 2025.

Dated this __ day of _____, 2025.