

INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES

This agreement is made and entered into between the City of Westfir, hereinafter called Westfir, a municipal corporation of the State of Oregon, and the City of Oakridge, hereinafter called Oakridge, a municipal corporation of the State of Oregon.

Both entities are units of local government, organized and operated under the laws of the State of Oregon. Oregon statutes; Chapter 190 specifically authorizes agreements between units of local government that are party to the agreement for any and all functions and activities they have authority to perform.

RECITALS:

- 1.) Oakridge operates a Fire Department and Westfir desires to extend this contract with Oakridge for fire protection until such a time that Westfir is able to fully provide fire suppression services.
- 2.) Oakridge and Westfir acknowledge that it is in the best interest of the patrons of Oakridge and Westfir to pursue an inter-governmental agreement that provides fire services to the citizens of the area.
- 3.) Both Oakridge and Westfir have the statutory authority to provide all services covered by this agreement.

NOW, THEREFORE, it is mutually agreed by and between Oakridge and Westfir as follows:

1.) AGREEMENT

- A. TERM: The term of this agreement shall be 12 months, commencing July 1, 2020. The agreement shall continue on a year to year basis unless one of the parties advises the other, in writing, at least 3 months prior to July 1st of any fiscal year of their desire to terminate this agreement. At the end of this agreement all equipment shall be returned to Westfir as inventoried and in equally good condition as at the origination of this agreement.
- B. Throughout the term of this agreement, Oakridge shall provide fire suppression response, training, dispatch, rescue services and other related services set forth herein, at substantially the same level in Westfir as is currently being provided in Oakridge by the City of Oakridge Fire/EMS.
- C. the Oakridge Fire Chief or designee shall have authority and responsibility to prescribe the manner, and method of providing the services delineated in this agreement, however neither may incur extraordinary costs that would adversely impact the other.

- D. As part of this agreement and as part of the payment identified within Section 5, Westfir may occupy space at the Oakridge Fire/EMS station for the purposes of administrative duties and housing of equipment.
- E. Compensation: Westfir shall pay Oakridge a total sum of \$16,500 per year. Billing will be done on a quarterly basis. Oakridge will send an invoice requesting payment of \$4,125.00 per quarter. This agreement shall be reviewed annually by both Westfir and Oakridge.

2.) PERSONAL PROPERTY AND EQUIPMENT

- A. All property and equipment including fire apparatus, furnishings, training aids and other articles of property, purchased by each entity shall remain the property of the entity that purchased that said property. However, Oakridge may use the City of Westfir property in the fulfillment of this contract which shall include but not limited to the Westfir Fire Truck 1241; and Westfir "Turn-Out" washing/extractor machine
- B. All repairs, improvements, replacements, or additions to the property described in 2A shall be the responsibility of the party that purchased said property. The entity operating said equipment shall be responsible for the routine maintenance costs. Oakridge understands that they must get prior approval from Westfir for any and all expenditures that exceed \$200.
- C. Oakridge shall be responsible for providing liability insurance for both entities property and equipment. Oakridge shall ensure that all personnel driving the Westfir Fire Engine 1241 are fully qualified to operate the engine in accordance with Oakridge Fire Department policies.

3.) GENERAL ADMINISTRATION AND MANAGEMENT

- A. General administration and management of the Oakridge Fire/EMS agency shall be the responsibility of the Oakridge Fire Chief or designee. The Oakridge Fire Chief works under the general direction of the City of Oakridge Administrator. The Oakridge Fire Chief shall provide information to Oakridge and Westfir, as requested.
- B. Operational control of all incidents within Westfir boundaries shall be the responsibility of the Oakridge Fire Chief or designee.
- C. All Fire Department employees and volunteers shall be employees of Oakridge. They shall be subject to the rules and regulations of Oakridge. Oakridge shall have the responsibility of providing all administrative services required of an employee including accounting, personnel, and insurance practices. Westfir volunteers shall maintain membership as a volunteer with the Oakridge Fire/EMS.

4.) BUDGETING/EXPENDITURES

A. Oakridge and Westfir agree to meet annually to renegotiate the amount of compensation for the next year of this agreement. The initial meeting shall take place not later than March 15th. If the parties cannot reach an agreement, that shall be considered notice of termination of the agreement. For the remaining year, the compensation adjustment shall not exceed the percentage increase in the City of Westfir's valuation for the previous year.

5.) HOLD HARMLESS

A. The parties hereby covenant and agree to hold and save each other, their officers, agents and other employees, harmless from all claims whatsoever, including attorney's fees and costs, by reason of any act or omission of each entity, its officers, agents, or employees.

6.) MISCELLANEOUS

- A. Westfir's Request for Proposals and the Proposals submitted by Oakridge are made a part of hereof. Westfir acknowledges that the personnel as set forth in Oakridge's proposals are subject to change herewith, the provisions of this agreement shall control.
- B. Any amendments or modifications hereto shall be made in writing as approved by respective councils.

IN WITNESS WHEREOF, this instrument has been executed in duplicate pursuant to resolutions heretofore duly and legally adopted by each of the parties hereto.

City of Oakridge


City of Westfir

Kathy Holsten, Mayor



Matt Meske, Mayor

Oakridge City Administrator

 8/10/20

Westfir City Recorder