

AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES

CITY OF WESTFIR / CITY OF OAKRIDGE

THIS AGREEMENT is made and entered by and 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.

WITNESSETH

WHEREAS, Westfir is desirous of contracting with Oakridge for the performance of the hereinafter described Fire Protection Services within the boundaries of Westfir by Oakridge thereof, and;

WHEREAS, Oakridge has agreed to tender such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of ORS 190.010.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM:** The term of this agreement shall be 12 months, commencing July 1, 2022, and terminating June 30, 2023.
2. **COMPENSATION:** Westfir shall pay to Oakridge for such fire protection services as provided herein as follows:

Costs for this period:

<u>FISCAL YEAR</u>	<u>AMOUNT</u>	<u>PER QUARTER</u>
July 1, 2022–June 30, 2023	\$35,191.00	\$8,797.75

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.

Billing will be done on a quarterly basis. The City of Oakridge will send an invoice requesting payment of \$8,797.75 per quarter.

3. FIRE DEPARTMENT RESPONSIBILITIES:

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.

4. 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 be 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.

5. GENERAL ADMINISTRATION, MANAGEMENT AND PERSONNEL:

- a. The rendition of such service, standards of performance, the discipline of employees and volunteers, and other matters incident to the performance of such services and control of personnel so employed shall remain solely with the City of Oakridge.
- b. All personnel employed in the performance of such services pursuant to this agreement shall be Oakridge employees and all persons employed hereunder shall have City pensions, salary, workers compensation and any status or rights under the provisions of City employment paid for by Oakridge.
- c. Westfir shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Oakridge personnel performing services hereunder for Westfir or any liability other than that provided for in this agreement. Except as otherwise herein specified, Westfir shall not be liable for compensation or indemnity to any Oakridge employee for

any injury, or sickness arising out of his or her employment.

- d. 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.
 - e. Operational control of all incidents within Westfir boundaries shall be the responsibility of the Oakridge Fire Chief or designee.
6. **TERMINATION:** This agreement may be terminated for convenience by either party at any time upon giving three (3) months written notice of their intent to do so. All monies due shall be paid within 10 days of final **termination date**. 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.
7. **HOLD HARMLESS:** 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 city, its officers, agents, or employees.
8. **BUDGETING:** 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 no later than March 15th, and both parties agree to make every effort to agree upon compensation in a timely manner (by April 30th), in order for the budget process to move forward. Westfir will initiate the first meeting.
9. **MISCELLANEOUS:**
- a) Westfir's Request for Proposals and the Proposal submitted by Oakridge are made a part hereof. Westfir acknowledges that the personnel as set forth in Oakridge's proposal are subject to change at any time without notice. In the event any of the provisions shall be in conflict herewith, the provisions of this agreement shall control.
 - b) Any amendments or modification 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

Christine Hollett 7-7-2022
Christine Hollett, Mayor Date

James Cleaver 7/7/22
~~Kevin Martin~~ ~~James Cleaver~~ Date
Oakridge City Administrator ~~Pro Tem~~

CITY OF WESTFIR

Melody Cornelius 5/13/22
Melody Cornelius, Mayor Date

Nicole Tritten 5-13-22
Nicole Tritten Date
Westfir City Recorder