

AGREEMENT FOR FIRE PROTECTION SERVICES FY 23-24

CITY OF WESTFIR / CITY OF OAKRIDGE

THIS AGREEMENT is made and entered by and between the CITY OF WESTFIR hereinafter "Westfir," a municipal corporation of the State of Oregon, and the CITY OF OAKRIDGE, hereinafter "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 intergovernmental agreement contracts ("IGA's") are authorized and provided for under 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, 2023** and terminating **June 30, 2024 (fiscal year 2023-2024)**, or until such time that Westfir is able to provide its own fire protection services/fire department.
2. **COMPENSATION:** Westfir shall pay to Oakridge for such Fire Protection services as provided herein as follows:

<u>FISCAL YEAR</u>	<u>AMOUNT</u>	<u>PER QUARTER</u>
2023-2024	\$37,000.00	\$9,250.00

Billing will be done on a quarterly basis, and the City of Oakridge will send an invoice for payment of **\$9,250 per quarter**.

The Oakridge Fire Chief or their designee shall have the authority, responsibility, and operational control, to prescribe the manner and method of providing the services delineated in this agreement. However, neither party may incur extraordinary costs that would adversely impact the other.

3. **OAKRIDGE FIRE DEPARTMENT RESPONSIBILITIES:** Throughout the term of this agreement, Oakridge shall provide fire suppression response, training, dispatch, rescue, and other related services set forth herein, at substantially the same level in Westfir as is provided in Oakridge by the City of Oakridge Fire & EMS Department.

4. **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 the Westfir "Turn-Out" washing/extractor machine. See **Attachment A** for the full list of Westfir-owned equipment.

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 used by Oakridge Fire & EMS. 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.

d. 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.

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. 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 Oakridge City Administrator. The Oakridge Fire Chief shall provide information to Oakridge and Westfir, as requested.

d. 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 by either party for any reason at any time, upon giving **three (3) months** written notice of their intent to do so. All prorated monies due shall be paid within **10 days** of the final termination date. At the end of this agreement, all Westfir equipment shall be returned to Westfir as inventoried and in similar condition (accounting for normal wear & tear) 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 accommodate the cities' budget process. Westfir will initiate the first meeting.

9. **MISCELLANEOUS:**


a. In the event any provisions of any previous agreements or contracts between the parties are in conflict with the provisions of this agreement, the provisions of this agreement shall control.

b. Any amendments or modification hereto shall be made in writing and must be approved by both City Councils.

c. The terms of this agreement/contract must be approved by both the Westfir and Oakridge City Councils prior to signed ratification by both Mayors.

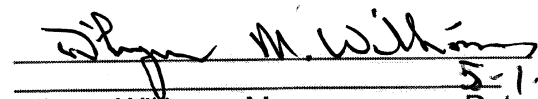
IN WITNESS WHEREOF, this instrument has been executed *in duplicate* and legally approved and adopted by each of the parties hereto.

CITY OF OAKRIDGE



Bryan Cutchen, Mayor 4/20/2023
Date

CITY OF WESTFIR



D'Lynn Williams, Mayor 5-1-23
Date

ATTEST:



Scott Hollett, Fire Chief 4/20/23
Date



Nicole Tritten, City Recorder 5-2-23
Date

Attachment A

Westfir Fire Department Equipment (as of: 4/4/2023)				
<i>Quantity</i>	<i>Item</i>	<i>Make</i>	<i>Model</i>	<i>Current Value (est.)</i>
4	Handheld Radio w/ mic and charger	Kenwood	TK-5210-K7	\$0.00
1	Thermal Imaging Camera	MSA	Evolution 5000	\$0.00
4	Turnout Set (Jacket, Pant, Helmet)	Lion	Janesville	\$1,000.00
1	Fire engine with 1000 gal tank, 1500 gpm pump, ladder compliment.	E-One/International	2008 4400	\$110,000.00
12	3 inch by 50 foot fire hose	N/A	N/A	\$0.00
1	Portable Generator	Honda	EU 3000 is	\$0.00
1	Circular saw	Stihl	TS 400	\$0.00
1	Portable Ventilation Fan	Unifire	DS-3	\$0.00
1	Mobile radio	Kenwood	TK-7150	\$0.00
1	Washer/Extractor	Garibaldi	EM025	\$0.00
1	Turnout Dryer	Dry Gear	DG-03	\$0.00