

**INTERGOVERNMENTAL AGREEMENT FOR SERVICES
- Operations Staffing Shift Coverage Mutual Aid -**

This Agreement, by and between Sheridan Rural Fire Protection District (“Sheridan”), Southwestern Polk County Rural Fire Protection District (“SW Polk”), and West Valley Fire District (“West Valley”), is entered into for the purpose of exchanging fire operations staffing services between the Parties.

RECITALS

WHEREAS Oregon Revised Statutes (ORS) Chapter 190 authorizes units of local government to enter into written agreements with other units of local government for any or all of the functions and activities of a party to the agreement; and

WHEREAS, each Party is a duly organized rural fire protection districts established under ORS Chapter 478 and the Parties have a long history of working collaboratively; and

WHEREAS, the purpose of this Agreement is to improve operational efficiency and service levels of all Parties; and

WHEREAS, the Parties wish to build upon the existing mutual aid relationship between the Parties such that each Party may request firefighter personnel shift coverage from the other Parties,

NOW, THEREFORE, in consideration of each Party’s performance of the covenants, terms and conditions herein and the benefits the Parties receive, the Parties mutually agree as follows:

AGREEMENT

SECTION 1 – PURPOSE

- 1.1 Each Party has occasion to need additional personnel to fill gaps in shift coverage; this Agreement is intended to set out the process whereby one Party can request personnel to provide shift coverage and the other Parties can provide the personnel. Providing shift coverage to a requesting Party will always be discretionary with the supplying Party; this Agreement does not establish a requirement for providing personnel to other Parties for shift coverage. The purpose of this Agreement is to establish procedures for the Parties to share operational fire and life safety personnel over the combined territories of the Parties. It is hoped that sharing these operational staff services, will result in costs savings and economies of scale that will benefit all Parties and the residents within each Party’s territory.
- 1.2 Recognizing the purpose and the spirit with which this Agreement is entered into, each Party agrees to cooperate, consult, meet and work together in resolving, to the satisfaction of each Party, any question or problems which may hereafter arise in connection with the performance of this Agreement prior to seeking any administrative, mediated, or judicial resolutions.

SECTION 2 – TERM; TERMINATION

- 2.1 This Agreement shall begin on September [redacted], 2021, provided it is first signed and approved by each respective Board of Directors (“Effective Date”). This Agreement shall continue in effect until terminated as provided below.
- 2.2 Any Party may unilaterally terminate its participation in this Agreement. To unilaterally terminate participation in this Agreement, the terminating party must provide at least 60 days prior written notice to the other Parties, stating the date of the termination. If notice is provided under this provision, the Parties will continue to operate under the Agreement until the effective date of the termination. If only one Party terminates its participation, the Agreement will remain in effect as to the remaining Parties, until such time as the other Parties terminate their participation.
- 2.3 If a Party fails to pay the compensation as detailed in Section 5 below, another Party may terminate this Agreement subject to the good faith communication and reconciliation requirements in Section 1.2, and subject to the terminating Party providing the other Parties written notice of the breach and thereafter such notice providing the breaching Party at least 14 calendar days to cure the breach. Any termination under this subsection is without prejudice to any obligation or liability of the Parties already accrued prior to such termination.

SECTION 3 - EMPLOYMENT STATUS

This Agreement calls for the sharing of personnel services, but does not provide for the creation of joint employees among the Parties. Each employee providing services under this Agreement is and will remain solely an employee of original employer. Each employer shall be solely responsible for payment of all wages, insurance, PERS, benefits, employment taxes, workers’ compensation insurance, and any other applicable employment-based benefits for its own employees. The Parties agree and understand that at no time will any employee who provides services under this Agreement be considered an employee of another Party, or a joint employee, for any purpose. The employees providing services under this Agreement shall be governed by and shall apply the rules, policies, employment contracts (if applicable), performance standards, and regulations of the employing Party. At no time will employees providing services to another Party be subject to any disciplinary policies or procedures of the other Party. Employees will remain under the control and supervision of employing Party while providing the Services under this Agreement.

SECTION 4 - SERVICES TO BE PROVIDED (“Services”)

- 4.1 Firefighter staffing. A Party in need of Firefighter staffing may make a request to the other Parties to fill staffing needs of the requesting party. The requesting Party will make the request with as much lead time as reasonably possible under the circumstances. In general, a request for staffing will be for the staffing of a full shift. Requests and responses for staffing shall be made between the administrative team of each Party.
- 4.2 Good faith. Each of the Parties agrees to attempt to furnish to a requesting party such assistance as the requesting party may deem reasonable and necessary. Provided, however, that the Parties to whom a request is made shall have discretion to refuse

such request if sending such assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction.

- 4.3 Supervision. When personnel are furnished under this Agreement, the Party requesting the staffing personnel will have overall operational supervision of the supplied personnel during the period the personnel are on shift with the requesting Party. Provided, "supervision" as used in this section refers to operational conduct during the specific shift coverage; each staff person providing services under this Agreement remains an employee of the supplying Party and is subject to the personnel policies solely of that employing agency.
- 4.2 Mutual Aid. The Parties are all mutual aid partners, and except as modified in this Agreement, that relationship will continue in terms of responding to individual calls for service and overall fire service operations.
- 4.3 The services to be provided are in the nature of operational services, with each Party reserving to itself all policy functions – functions under the authority of each respective Party's Board of Directors. As a result, no Party shall have authority for the provision of Services without the proper budgetary appropriations, delegation of authority, or other policy-level authorization from each Party's respective Board of Directors.

SECTION 5 - COSTS

The requesting Party will reimburse the supplying Party for the costs of each firefighter shift provided under the Services. The reimbursement will be for the actual costs of providing the shift coverage – meaning that shift coverage may come at an overtime rate or a regular rate, depending on the status of the firefighter providing the shift coverage. Reimbursements between the Parties will be made on a monthly basis.

SECTION 6 - REVIEW, EVALUATION, AND QUALITY ASSURANCE

Each Party must notify the other Parties as soon as possible of incidents that affect the quality of service delivery under this Agreement. The Parties agree to work diligently towards resolving any issues that may arise.

SECTION 7 - LIABILITY/INDEMNITY

- 7.1 To the extent allowed by the Oregon Tort Claims Act and the Oregon Constitution, each Party will defend, indemnify and hold harmless the other Parties, and the other Parties' elected officials, officers, agents and employees, from and against any and all losses, claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatever nature, arising out of or related to the performance of this Agreement by the indemnifying Party, including, but not limited to, any acts or omissions of the indemnifying Party's officers, employees, agents, volunteers and others, if any, designated by the indemnifying Party to perform services under this Agreement, as long as such acts or omissions occurred within the officers', employees', agents', volunteers', or others' proper scope of authority.

Notwithstanding the above, the indemnifying Party will not be held responsible for any losses, claims, actions, costs, judgments, damages or other expenses solely and

proximately or directly caused by the negligence or intentional acts of another Party or another Party's officers, employees, agents, or volunteers.

- 7.2 This Section does not confer any right to indemnity on any person or entity other than the Parties. It specifically does not waive any Party's reliance upon the limitations of the Oregon Tort Claims Act, the Oregon Constitution or other statutes relating to governmental immunity.
- 7.3 The obligations of the Parties under this section will survive expiration or termination of this Agreement.
- 7.4 Each Party waives all claims against all other Parties for compensation for any loss, damage, personal injury, or death occurring to personnel as a consequence of the performance of this Agreement.
- 7.5 Workers' Compensation. Each Party agrees to provide workers' compensation insurance coverage to each of its employees and volunteers. Each Party recognizes that employer-supervision of individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon workers' compensation law.
- 7.6 Retirement System Status. The Parties recognize and agree that under this Agreement public employee retirement benefits and social security benefits accrue in the manner prescribed by the employee's regular employment and are the responsibility of the regular employer as if the employee were performing the employee's regular duties. No additional benefits arise due to participation in Services under this Agreement.

SECTION 8 - NOTICE

Any notice required by this Agreement shall be given by hand delivery or by placing said notice in the United States Mail, first class postage pre-paid, and addressed as follows:

To SW Polk: Board President
SW Polk Co. RFPD
15455 Salt Creek Rd
Dallas, OR 97338

To Sheridan: Board President
Sheridan Rural Fire Protection District
230 SW Mill St.
Sheridan, Oregon 97378

To West Valley: Board President
West Valley Fire District
825 NE Main St.
Willamina, Oregon 97396

Notice shall be deemed to be received when hand delivered or, if mailed, three (3) days after said mailing. If the mailing address of a Party changes, notice of the change of address shall be given to the other Parties in writing.

SECTION 9 - ENTIRE AGREEMENT; AMENDMENT

This written Agreement represent the entire agreement of the Parties regarding the provision of the Services by Sheridan to SW Polk, and contains all of the terms and conditions of the Agreement between the Parties. All prior agreements, understandings or the like, whether written or verbal, are superseded by this Agreement and shall be of no force or effect. Any amendment to this Agreement shall be in writing and signed by the representatives of the Parties as duly authorized by the governing body of each Party.

SECTION 10 - EXECUTION

The execution of this Agreement by each of the undersigned is done pursuant to the authorization of the governing body of each Party, voted upon in an open meeting in accordance with Oregon law, and each person executing this Agreement hereby certifies that they are authorized to execute this Agreement. In witness whereof, the Parties, through their duly authorized representatives, have executed this Agreement on the date or dates set forth below.

SHERIDAN RURAL FIRE PROTECTION DISTRICT

By: _____ Date: _____
Name: _____
Title: _____

SOUTHWESTERN POLK COUNTY RURAL FIRE PROTECTION DISTRICT

By: _____ Date: _____
Name: _____
Title: _____

WEST VALLEY FIRE DISTRICT

By: _____ Date: _____
Name: _____
Title: _____