

AUTOMATIC AID AGREEMENT FOR FIRE AND EMERGENCY RESPONSE SERVICES

BETWEEN: Bay City (City), an Oregon municipal corporation authorized and operating under ORS Chapter 221

AND: Tillamook Fire District (TFD), an Oregon political subdivision authorized and operating under ORS Chapter 478

RECITALS

- A. ORS 190.003-190.130 allows local governments to enter into intergovernmental agreements to provide services for the performance of any or all functions that its officers or agencies have authority to perform.
- B. City and TFD are authorized and empowered to supply fire protection and emergency response services within their respective jurisdictions and to provide all necessary property, equipment, and personnel incident thereto.
- C. City and TFD entered into an agreement, effective July 1, 1984 (Original Agreement), to coordinate automatic aid from City to TFD for responses to structure fires and emergency medical calls in TFD territory North and West of the Kilchis River, near City's corporate limits.
- D. Section 5 of the Original Agreement provides that the agreement will remain in force until superseded by another agreement or unless cancelled by 30 days written notice from one party to the other.
- E. Pursuant to Section 5 of the Original Agreement, City and TFD wish to terminate the Original Agreement and to replace it with the modified terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants, agreements, and promises set forth herein, the adequacy of which is hereby acknowledged, City and TFD agree as follows:

1. Termination and Replacement of Original Agreement.

Pursuant to ORS 190.010 and Section 5 of the Original Agreement, City and TFD agree that this Agreement shall supersede the Original Agreement in its entirety and that the Original Agreement shall terminate upon the effective date set forth in Section 2 of this Agreement.

2. Effective Date and Term.

This Agreement shall become effective on 8/11/2020. The term of this Agreement shall be perpetual and shall extend until terminated as provided in this Agreement.

3. Termination.

City and TFD may mutually terminate this Agreement immediately by expressing their mutual intent to terminate in a mutually signed writing. Either party may unilaterally terminate this Agreement by providing the other with ninety (90) days' written notice of its intent to terminate. If termination occurs after TFD has provided a quarterly payment to City under Section 5 of this Agreement, City shall reimburse TFD for that payment on a pro-rata basis for that quarter.

4. Emergency Response Services.

a. This Agreement only shall apply to calls for emergency services from locations within TFD territory North and West of the Kilchis River that require passage through the corporate limits of Bay City to access, as shown more particularly on the attached Exhibit A, which is incorporated into this Agreement by this reference.(Service Area).

b. City shall receive dispatch calls for emergency services within the Service Area. City's first responsibility is to provide fire and emergency services to its own service territory and it will only render assistance under this Agreement to the extent that its abilities and resources allow at the time of the call. City may, in its sole discretion, refuse to provide assistance under this Agreement when:

(i) Such assistance would lead to an unreasonable reduction in the level of protection within the areas in which City normally exercises jurisdiction; or

(ii) An emergency within the City's boundaries requires response; or

(iii) Such assistance would unreasonably damage major equipment and/or unreasonably endanger the lives of City personnel.

c. City shall notify TFD as soon as practicable about whether it will respond to the call. TFD shall respond to all calls under this Agreement. City shall assume command of the incident upon arrival, unless TFD arrives first. Upon arrival, the officer in charge of TFD's response shall contact the officer in charge of City's response to coordinate the parties' response to the emergency. TFD shall promptly inform City when its equipment and personnel are no longer needed or required to be on standby. If requested by City, TFD shall assume command over emergency response operations. City and TFD shall operate in conformance with the National Incident Management System at all times.

d. City and TFD shall each remain solely responsible for their own respective personnel and equipment during operations under this Agreement. Nothing in this Agreement shall be construed as creating an employer-employee relationship between the parties. Each party shall remain solely responsible for payment of all wages, insurance, PERS, fringe benefits, and employment taxes for each of its employees.

e. TFD shall be responsible for completing all reports and investigations required for emergency responses under this Agreement, unless City handles the call to conclusion without a response from TFD, in which case City will complete all reports. City shall complete an Auto Aide given report in Oregon Fire Reporting System for any call which City responds to along with TFD.

f. City and TFD shall jointly prepare plans and procedures for emergency response operations under this Agreement and shall provide training on such plans and procedures to all personnel who may be involved in such operations.

g. City and TFD shall each render services under this Agreement in accordance with its own respective policies and procedures, in addition to policies and procedures jointly adopted with the other party, applicable to fire protection and emergency response.

5. Compensation.

In exchange for the emergency response services rendered under this Agreement, TFD agrees to provide City with compensation of Three-Thousand Dollars (\$3,000.00) annually, payable in quarterly installments of Seven-Hundred Fifty Dollars (\$750.00) each. Quarterly payments shall be due on the first day of each new quarter for each fiscal year during the term of this Agreement. City shall submit an invoice for the above quarterly payments.

6. Indemnification.

To the extent limited by the tort claim limitations in the Oregon Tort Claims Act and the Oregon Constitution:

- a. TFD shall defend, indemnify and hold harmless City, its officers, employees, agents, and volunteers 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 City's performance under this Agreement, including, but not limited to, any acts or omissions of City's officers, employees, agents, volunteers and others, if any, designated 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.
- b. City and TFD waive all claims, actions, and suits against each other regarding any loss, damage, injury, or death occurring to City or TFD's personnel or equipment as a consequence of the performance, failure to perform, or delay in performance arising out of this Agreement.
- c. In no event shall TFD be required to indemnify and defend City under this Section for any negligent acts or omissions by City, its officers, employees, agents, or volunteers or any acts or omissions by City, its officers, employees, agents, or volunteers that occur outside the City's proper scope of authority as it relates to fire and emergency response.
- d. The provisions in this Section 6 shall survive the termination of this Agreement.

7. Notice.

Any notice required by this Agreement shall be deemed given when personally delivered or when deposited in the United States mail, postage fully prepaid, certified and return receipt requested, addressed to each party as follows:

Bay City:

Darrell Griffith, Fire Chief
Bay City Fire Department
9390 4th St.
Bay City, Or. 97107

Tillamook Fire District:

Daron Bement, Fire Chief
Tillamook Fire District
2310 4th St.
Tillamook Or. 97141

8. Severability.

In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid, unconstitutional, or unenforceable by any court having competent jurisdiction, such determination shall not affect or impair the validity or enforceability of any other provision within this Agreement.

9. Review, Evaluation, and Quality Assurance.

Each party shall notify the other as soon as possible of incidents that affect the quality of services provided under this Agreement. Each party agrees to work diligently towards resolving any issues that may arise. Each party agrees to maintain all licenses, certifications, permits, and training required by law to provide emergency response services under this Agreement.

10. Entire Agreement and Amendments.

This written Agreement represents the entire agreement of the parties to coordinate emergency response services for the Service Area. 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 amendments to this Agreement shall be in writing and signed by the duly authorized representatives of each party.

11. Governing Law and Consent to Jurisdiction.

This Agreement and the parties' rights under it shall be construed and regulated by the laws of the State of Oregon and the parties hereby consent to the jurisdiction of the Tillamook County Circuit Court, Tillamook County, Oregon over all legal matters pertaining to this Agreement, including, but not limited to its enforcement, interpretation, or rescission.

Executed this 11th day of AUGUST, 2020.

Bay City:


_____ 8/11/2020

Mayor

Tillamook Fire District



Board President



