

**PHILOMATH FIRE & RESCUE/HOSKINS-KINGS VALLEY RFPD
INTERGOVERNMENTAL AGREEMENT**

Philomath Fire & Rescue, a special district of the State of Oregon, and Hoskins-Kings Valley RFPD, jointly referred to as PARTIES, mutually agree to the following:

All notifications necessary under this contract shall be addressed to:

Philomath Fire & Rescue
Attn: Fire Chief
P.O. Box 247
Philomath, OR 97370
541-360-0030

Hoskins-Kings Valley RFPD
Attn: Fire Chief
P.O. Box 116
Philomath, OR 97370
541-929-2111

1. TERM: The PARTIES agree that this intergovernmental agreement is entered into pursuant to ORS 190.020 and 190.080. It is the intent of the PARTIES that this agreement be effective as of the date it is fully executed and that it continues until June 30, 2023.
2. SCOPE: PARTIES are entering into this Intergovernmental Agreement for the purpose of providing improved service to West Benton County and Southern Polk County.
3. Philomath Fire & Rescue agrees to:
 - 3.1. Provide two-person response from Station 202 as defined in the Automatic Aid Agreement
 - 3.2. Conduct monthly building and apparatus inspections of HKVRFPD Fire Station 501
 - 3.3. Coordinate with the HKVRFPD Fire Chief for repairs or deficiencies of building and apparatus
 - 3.4. Provide Wednesday Night In-house Fire Training per HKVRFPD's Training Schedule
 - 3.5. Provide Monthly EMS Training at Philomath Fire Station 201
 - 3.6. Extend to HKVRFPD invitation to participate in any Fire Training at Philomath Fire & Rescue
 - 3.7. Create a zero balance, written budget for HKVRFPD and submit it to their board for approval
 - 3.8. Provide Part-time Paid Fire Chief Services up to 32 hours a month.
4. Hoskins-Kings Valley RFPD agrees to:
 - 4.1. Allow the Philomath Fire Chief to create an annual budget that is acceptable to the board
 - 4.2. Provide the Philomath Fire Chief an office space to work in Station 501
 - 4.3. Pay a contract rate of \$23,000 per annum, for up to 32 hours per month, towards the wages of Philomath Fire and Rescue's Fire Chief and Deputy Fire Chief for supervision and training of HKVRFPD personnel.
 - 4.4. Work towards improving firefighting abilities and response standards set forth by National Fire Protection Association 1001.
5. PARTIES agree to:
 - 5.1. Separately purchase and maintain buildings, equipment, and apparatus.
 - 5.2. Provide their own personnel, insurance, personal protective equipment, and uniforms.
 - 5.3. Maintain their own bills within their own budgets.
 - 5.4. Allow the other PARTY to borrow one another's equipment and apparatus if available to protect their respective districts.
 - 5.5. That the continued failure by either PARTY to meet the requirements established herein shall be just cause for termination of this Agreement and any remaining funds will be refunded and any equipment must be returned.

5.6. Both Board of Directors will meet annually to discuss this agreement and recommend amendments to the Fire Chiefs.

6. DISPUTE RESOLUTION: Any dispute between the PARTIES arising from the terms or implementation of the Agreement, or any claim by any PARTY for the breach or enforcement of the Agreement, shall be submitted in writing to both fire boards for resolution. Both boards shall meet in good faith to resolve the dispute before pursuing mediation or arbitration. If the dispute cannot be resolved internally, then mediation can be considered. If mediation is unsuccessful, then the case can be taken to binding arbitration. In the event of demand for arbitration, the PARTIES shall agree upon arbitration or, if no agreement is reached within ten days of the demand, each PARTY shall select an arbitrator and the two arbitrators shall select a third. If the issue involves a technical decision, the third arbitrator shall have suitable technical qualification to provide a well-informed decision with the cost of the third arbitrator. The arbitrators, by majority vote, shall have full authority to establish procedures, rule on evidence and objections and render an enforceable decision, and shall be subject to the terms of ORS 36.325.
7. ANNUAL BOARD RENEWAL: Any PARTY may withdraw from the Agency upon providing written notice to the designated Chair of the Board not later than May 30 of any year for withdrawal effective July 1 of the following calendar year; and This IGA may be dissolved upon mutual agreement of all PARTIES. No amendment may be made of this section lengthening the time required for notice of intent to withdraw except upon unanimous approval of both PARTIES.

Dated this day of

Philomath Fire & Rescue

Hoskins-Kings Valley RFPD

Tom Miller, Fire Chief

Adam Ryan, Fire Chief

Approved as to form:

Approved as to form:

Philomath Fire & Rescue Board Pres.

Hoskins-Kings Valley RFPD Board Pres.