



RESOLUTION NO. 7077

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH ADAIR RURAL FIRE DISTRICT FOR SHARED EQUIPMENT AND APPARATUS

WHEREAS, the Fire Department participates in shared equipment agreements with Corvallis Fire Department and Tangent Rural Fire Protection District; and

WHEREAS, sharing equipment and apparatus allows local jurisdictions to request emergency and public outreach resources from other jurisdictions when needed.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Albany Fire Chief execute an agreement to establish a partnership with Adair Rural Fire Protection District for shared equipment and apparatus (Exhibit A).

DATED AND EFFECTIVE THIS 9TH DAY OF FEBRUARY 2022.

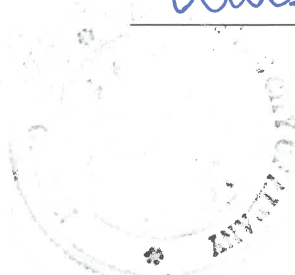


Mayor

ATTEST:



City Clerk



MEMORANDUM OF UNDERSTANDING
Between
Albany Fire Department and Adair Rural Fire District
For
Shared Equipment and Apparatus

PARTIES

This Agreement is entered into by and between the Albany Fire Department and Adair Rural Fire Protection District (collectively referred to as "Agencies").

Article 1: Scope of Services

The Albany Fire Department and Adair Rural Fire Protection District have a long history of working together and benefit from providing each other with mutual aid response. The Agencies agree that sharing equipment and apparatus provides additional benefits to the Agencies by providing extra backup resources for continuity of operations.

The Albany Fire Department will make available and allow the Adair Rural Fire Protection District to use equipment and apparatus belonging to the Albany Fire Department unless such equipment and apparatus is being used or otherwise immediately needed by Albany Fire Department.

Adair Rural Fire Protection District will make available and allow the Albany Fire Department to use equipment and apparatus belonging to the Adair Rural Fire Protection Department unless such equipment and apparatus is being used or otherwise immediately needed by Adair Rural Fire Protection District.

Article 2: Term/Time of Performance

The terms of this Agreement shall become effective upon the final signature of the Agencies and shall remain in effect until it is terminated.

Article 3: Compensation

The Agencies agree to each govern themselves according to established policy within their respective organizations. None of the Agencies are responsible to compensate or provide any other benefit to the other for the performance of the terms of this Agreement.

Article 4: Change or Modification

This Agreement contains the entire agreement between the Agencies hereto and supersedes any and all prior express and/or implied statements, negotiations and/or agreements between the Agencies, either oral or written. Any party to this Agreement may from time to time request changes in the scope of the agreement as set forth herein. No change, modification, or waiver of any provision in this Agreement shall be valid or binding upon the parties except upon written amendment executed by all of the parties.

Article 5: Transfer of Interest

No party to this Agreement shall assign or transfer any interest in or duty under this Agreement without the written consent of the other parties, and no assignment shall be of any force or effect whatsoever unless and until the other parties shall have so consented in writing.

Article 6: Indemnity

Notwithstanding anything to the contrary in Section 7 below and subject to the tort limitations in the Oregon Constitution and the Oregon Tort Claims Act, the Agencies agree to defend, hold harmless, and indemnify the other, their officers, employees, board members, and agents from any and all third party liability, damages, costs, expenses, and attorney fees arising out of the Agencies' negligence while engaged in the activities arising out of this Agreement.

Article 7: Insurance/Release

Each Agency shall be responsible for any and all liability arising out of its use of the equipment or apparatus by its respective employees or volunteers. Each Agency further agrees to be responsible for any physical damage or theft of the equipment or apparatus while it is in use, stored, or parked by that Agency.

Subject to Section 13, each Agency hereby releases the other Agency, its agents, officers, and employees from any and all claims, demands, damages, or injuries, of any kind whatsoever, which may arise from the use of shared equipment and apparatus. This release includes, but is not limited to, any claims, demands, damages, or injuries, which arise from the undersigned's activities with the aforementioned City of Albany Fire Department and Adair Rural Fire Protection District equipment and apparatus.

Each Party shall maintain at least the minimum levels of liability insurance or sufficient self-insurance to cover claims for personal injury, bodily injury, or property damage within the limits provided in the Oregon Tort Claims Act.

Article 8: Severability

Invalidation of any term or provision herein by judgment or court order shall not affect any other provisions that remain in full force and effect.

Article 9: Termination/Withdrawal

Any Agency may request termination/withdrawal of this Agreement for any reason with thirty (30) days' written notice to the other Agency. Each Agency shall continue to carry out the provisions of this Agreement during the period after the giving of notice to the effective date of termination/withdrawal.

Article 10: Operation of Agreement

In any decisions regarding the operation of this Agreement, it is the intent of both parties hereto that the specific provisions of this Agreement shall govern. Decisions necessary to implement this Agreement that are not covered by the specific provisions of this Agreement shall require the agreement of both parties. Such agreement shall be provided through their designated representatives. In the event that the parties do not reach an agreement on a decision or a particular course of action, the matter will be referred to the nonelected chief executive officers of the

course of action, the matter will be referred to the nonelected chief executive officers of the respective parties to this Agreement for resolution. Those officers will meet and make a decision regarding this matter. In the event that the chief executive officers are unable to agree, then the issue will be processed in accordance with Article 11.

Article 11: Disagreement/Arbitration

In the event the parties to this Agreement are unable to agree, as specified in Article 10, either party may apply to the presiding judge of Linn County requesting the appointment of a neutral arbitrator. The arbitrator thus selected shall establish the procedures for arbitration of the dispute and his/her decision shall be final. The parties shall share equally in all arbitration fees and costs.

Article 12: Attorneys' Fees

In the event a suit or action is commenced to enforce the terms of this Agreement, the prevailing party shall recover and the losing party shall pay the prevailing party court costs and reasonable attorney fees incurred in the suit or action. This provision specifically includes any court costs and attorneys' fees incurred by the party prevailing on appeal.

Article 13: Repairs

Each party must return all equipment and apparatus back to the owning party free from damage and in the same condition as it was in when provided to the using party. The parties shall replenish all supplies, fuel, and other items prior to returning the equipment or apparatus. The parties agree to properly document and report to each other any damage, repairs, or incidences affecting the equipment or apparatus.

Article 14: Personnel/Workers Compensation

Employees or volunteers of each party shall remain employees/volunteers of that party, and are subject to the personnel policies, rules, and regulations solely of that party. Each party to this Agreement agrees to provide worker's compensation insurance coverage to its employees and volunteers. Each Party shall supervise their individual employees while working under this Agreement. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws

CITY OF ALBANY FIRE DEPARTMENT

ADAIR RURAL FIRE PROTECTION DISTRICT



Shane Wooton, Fire Chief



Aaron Harris, Fire Chief

12/29/2021

Date

12/29/2021

Date