

**INTERGOVERNMENTAL AGREEMENT
FOR SHARED DISASTER PREPAREDNESS CONSULTANT**

PARTIES: Lebanon Rural Fire Protection District
a rural fire protection district organized and operated pursuant to ORS
Chapter 478,

Brownsville Rural Fire District
a rural fire protection district organized and operated pursuant to ORS
Chapter 478,

Sweet Home Fire and Ambulance District
a rural fire protection district organized and operated pursuant to
ORS Chapter 478,

City of Brownsville
a municipal corporation of the State of Oregon,

City of Lebanon
a municipal corporation of the State of Oregon,

City of Sweet Home
a municipal corporation of the State of Oregon.

RECITALS

- A. Lebanon Rural Fire Protection District, Brownsville Rural Fire Protection District, Sweet Home Fire and Ambulance District, City of Brownsville, City of Lebanon, and City of Sweet Home (collectively the “Parties”) all provide emergency and disaster response services within their respective jurisdictions and are all located within close proximity in Linn County, Oregon (the “Response Area”).
- B. The Parties are all units of local government with the ability to enter into intergovernmental agreements pursuant to ORS 190.010.
- C. The Parties desire to enter into an intergovernmental agreement to allow them to jointly hire a consultant to assess the Parties’ existing capacity to respond to emergencies and disasters, identify opportunities for the Parties to improve their ability to respond to emergencies and disasters, and develop an emergency operation plan and training program (collectively the “Services”) that the Parties can use to coordinate mutual emergency and disaster response in the Response Area.

AGREEMENT

In consideration of the terms and conditions of this Agreement and pursuant to the authority granted by ORS 190.010, the Parties agree as follows:

1. Term.

The term of this Agreement will commence on July 1, 2021 and will continue unless terminated earlier pursuant to Section 9 of this Agreement.

2. Representatives and Meetings.

a. Each party to this Agreement shall designate a representative to participate in work under this Agreement and to make decisions required under this Agreement on its behalf. Each party shall be responsible for providing its representative with sufficient lawful authority to act on its behalf. Any party may replace its representative by providing written notice to the Parties in accordance with Section 8 of this Agreement. The Parties may add additional entities as parties to this Agreement by unanimous vote and by executing an amendment to this Agreement.

b. As of the date of this Agreement, the Parties shall have the following representatives:

- i. Lebanon Rural Fire Protection District: Joseph Rodondi, Fire Chief
- ii. Sweet Home Fire & Ambulance District: Dave Barringer, Fire Chief
- iii. Brownsville Rural Fire Protection District: Kevin Rogers, Fire Chief
- iv. City of Brownsville: S. Scott McDowell, City Administrator
- v. City of Lebanon: Nancy Brewer, City Manager
- vi. City of Sweet Home: Raymond Towry, City Manager

c. The Parties shall meet to discuss Services under this Agreement on an as needed basis.

d. A quorum of 4 of the 6 Parties will be required to discuss Services under this Agreement.

3. Consultant.

The Parties agree to hire a consultant (the "Consultant") to perform Phase I of Services, as identified in Section 4 of this Agreement. The Parties shall agree on the method they will use to select the Consultant by July 1, 2021, which shall at least conform with each parties' applicable public contracting rules but may exceed those procedural solicitation requirements. Such agreement must be unanimous. Each Party shall require that the Consultant performing responsibilities pursuant to this Agreement have insurance coverage that the Party typically requires for the type of work, with each Party and its governing Board or Council members, officers, employees, and agents covered as additional insureds for general and any auto liability coverage. Each Party shall also require in any contracts with Consultant that the independent contractors, licensees, invitees or vendors agree to indemnify each of the Parties to this Agreement in accordance with the terms in Section 10. After selecting the Consultant, The City of Sweet Home shall:

- a. Serve as the primary point of contact to coordinate Services under this Agreement with Consultant;
- b. Execute a contract (the “Contract”) with Consultant to perform Phase I of Services under this Agreement;
- c. Coordinate payments to Consultant for Phase I of Services performed under this Agreement; and
- d. Distribute billings to the Parties for Services performed by Consultant under this Agreement.

4. Services.

a. The Parties agree that any contract entered for the stated purpose will include the following deliverables:

- i. Assess the strengths and weaknesses of Parties’ existing local emergency and disaster response plans and responses to recent emergencies;
- ii. Assess the Parties’ existing operational capacity and infrastructure to respond to emergencies and disasters;
- iii. Identify potential partners and sources of expertise that could help the Parties respond to emergencies and disasters in the Response Area;
- iv. Identify potential sources related to the purpose;
- v. Develop a written report (the “Report”) detailing findings from Services any services performed including necessary presentation of finding.

b. The Parties agree that the tentative timeline and any payments will be handled under contract with the third-party. See Exhibit A.

c. After any contract is completed, the Parties shall evaluate the findings and evaluate any third-party’s performance. Any decisions made under this subsection shall be unanimous.

6. Payments.

a. The City of Sweet Home will provide monthly invoices to the Parties that reflect the cost of Services performed by Consultant. Cost sharing between the Parties will be outlined in Exhibit B. Payment shall be due within 30 days of the date of invoice. Invoices may be made by electronic means.

b. Notwithstanding Section 13 of this Agreement, any disputes with regard to required payments under this Agreement shall be resolved by the representatives of the Parties. Any dispute that cannot be resolved by the representatives shall be presented to each party's respective governing body for possible resolution prior to initiation of any conflict resolution, collection or enforcement proceedings.

7. Inspection of Records.

Each of the Parties shall have the right to inspect, at any reasonable time, such records in the possession, custody, or control of any other party necessary for review of the Parties' rights and obligations under this Agreement. The cost, if any, of such inspection shall be borne by the inspecting party. This right does not extend to records privileged or otherwise exempt from disclosure under applicable law. Any party required under this Agreement to create or develop records must maintain those records for inspection. The City of Sweet Home shall be responsible for communications with Consultant regarding Services under this Agreement and shall forward all communications and deliverables to the other parties. Each of the Parties shall receive a copy of any deliverables that Consultant produces under this Agreement and shall have an equal ownership interest in such deliverables.

8. Notice.

a. All notices allowed or required by this Agreement shall be deemed to be given: (i) when delivered personally to the individual designated below; (ii) three (3) calendar days following deposit in the United States mail in a sealed envelope, registered or certified mail, postage prepaid, return receipt requested; or (iii) on the following business day if sent by overnight delivery. Notices allowed or required by this Agreement will be sent to the following addresses:

Joseph Rodondi, Fire Chief
Lebanon Rural Fire Protection District
1050 W. Oak Street
Lebanon, OR 97355

Dave Barringer, Fire Chief
Sweet Home Fire & Ambulance District
1099 Long Street
Sweet Home, OR 97386

Kevin Rogers, Fire Chief
Brownsville Rural Fire Protection District
P.O. Box 189
Brownsville, OR 97327

S. Scott McDowell, City Administrator
City of Brownsville
P.O. Box 188
255 N. Main Street
Brownsville, OR 97327

Nancy Brewer, City Manager
City of Lebanon
925 S. Main St.
Lebanon, OR 97355

Raymond Towry, City Manager
City of Sweet Home
3225 Main St.
Sweet Home, OR 97386

b. Any party may change its notice address at any time by delivering written notice of the new address to the other Parties.

9. Termination.

The Parties may terminate this Agreement immediately by expressing their intent to terminate in a mutually signed writing, but each shall remain responsible for its pro-rata share of payments due to Consultant for Services performed up to the date of termination. The withdrawing party shall not be responsible for any costs incurred by or for the remaining Parties after the withdrawal date. The withdrawing party shall receive all Consultant communications and deliverables produced under this Agreement until withdrawal becomes effective.

10. Indemnity.

a. Each party shall be responsible for the acts of its respective employees, officers, and agents under this Agreement. No party, nor any elected or appointed official, officer, board member, employee, volunteer, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions, failures to act, or willful misconduct of any other party, its officers, board members, employees, volunteers or agents, in connection with this Agreement or arising out of any Services performed under this Agreement.

b. Notwithstanding anything to the contrary in Section 10(a) above and subject to the Oregon Constitution and the Oregon Tort Claims Act, each of the Parties agrees to defend and indemnify the others against any and all third-party liabilities, causes of action, damages, or costs for injury or damage to life or property related to or arising from actions or failures to act under this Agreement. The obligations assumed in this Section 10(b) shall survive the termination or expiration of this Agreement.

11. Insurance.

Each party to this Agreement will obtain and maintain commercial general liability insurance or equivalent coverage, or self-insurance, covering its activities under this Agreement in at least an amount equal to the party's liability limits under the Oregon Tort Claims Act.

12. Personnel.

a. Each party to this Agreement agrees to provide workers' compensation insurance coverage to its employees and volunteers and each party shall supervise its individual employees performing work 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.

b. The Parties to this Agreement are each an independent agency for purposes of this Agreement. No representative, agent, employee, or contractor of one party shall be deemed to be an employee, agent, or contractor of any other party for any purpose, except to the extent specifically provided in this Agreement. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, employee, partnership, joint venture, or any similar relationship, and each party hereby specifically disclaims any such relationship.

c. The employees of each party to this Agreement are not employees of any other party and are not eligible for any benefits through any other party, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, or retirement benefits.

13. Dispute Resolution.

a. The Parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the designated representatives. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

b. In any litigation or arbitration between the Parties arising from or in any way pertaining to the interpretation or enforcement of this Agreement, each party to this Agreement shall be responsible for its own attorney fees.

14. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the Parties and nothing contained herein is intended for the benefit of any other person or entity.

15. Modification. No modification of this Agreement will be valid unless it is in writing and signed by the Parties.

16. Waiver of Breach. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of the same provision of this Agreement.

17. Headings. Paragraph headings are used solely for convenience and are not to be used in construing or interpreting this Agreement.

18. Severability. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity will not affect any other provisions of this Agreement, and this Agreement will be construed as if the invalid provision had never been included in this Agreement.

19. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all prior communications, representations, or agreements between the parties on the subject of this Agreement, either oral or written.

20. Governing Law and Venue. This Agreement will be construed in accordance with and governed by the laws of the State of Oregon. Any litigation between the Parties arising out of or in connection with this Agreement shall take place in the Linn County Circuit Court, Linn County, Oregon.

EXIBIT A – Consultant Contract with the Parties

EXIBIT B – Cost Sharing Between Parties

Will be determined after contact costs are established and require a unanimous vote as outlined in Section 3 of this Agreement.