

IN AND FOR THE CITY OF BROOKINGS
IN THE COUNTY OF CURRY
STATE OF OREGON

In the Matter of a Resolution to enter into)
an Intergovernmental Agreement to provide)
fire protection to the Upper Chetco Rural) Resolution No.671
Fire Protection District, also known as the)
Upper Chetco Volunteer Fire Department)

WHEREAS, the City of Brookings, desires to enter into an Intergovernmental Agreement with the Upper Chetco Rural Fire Protection District, also known as the Upper Chetco Volunteer Fire Department, to provide fire protection to the District; and

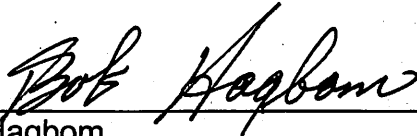
WHEREAS, the City, as part of that Intergovernmental Agreement desires to accept certain assets of the District which will no longer be needed for a public purpose by the District, as described in attached Exhibit A; and

WHEREAS, the City, as part of that Intergovernmental Agreement desires to accept the District's assignment of its rights under a Lease entered into on January 1, 1987 which will no longer be needed for a public purpose by the District, as described in attached Exhibit B,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKINGS, THAT:

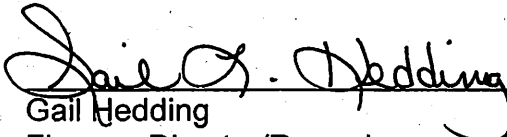
1. The City enter into an Intergovernmental Agreement with the Board of Directors of the Upper Chetco Rural Fire Protection District, also known as the Upper Chetco Volunteer Fire Department, to provide fire protection to the District, effective July 1, 2000.
2. Certain assets as described in Exhibits A and B be transferred to the City of Brookings.
3. The Mayor and Fire Chief of the City of Brookings, are authorized to sign all necessary documents required to fulfil the objectives of this Resolution.

PASSED by the Brookings City Council, and signed by the Mayor this 27th day of March, 2000.



Bob, Hagbom
Mayor

ATTEST:



Gail Hedding
Finance Director/Recorder

Exhibit "A" Inventory.

1971 Seagrave Pumper/ 500 Gal. tank , 750 GPM \$35,000

Estimate of remaining useful life-10 years

All other equipment remaining useful life-5 years

Equipment on truck:

4 - Round point shovels	@ \$7.50 =	\$30.00
2 - Scoop shovels	@ \$7.50 =	\$15.00
4 - Double head axe	@ \$6.25 =	\$25.00
1 - Entry saw		\$30.00
2 - Tarps	@ \$5.00 =	\$10.00
1 - Electric exhaust fan		\$20.00
4 - Streamlight light packs	@ \$60.00 =	\$240.00
4 - Breathing Apparatus- Scotts	@ \$520.00 =	\$2080.00
4 - Breathing Apparatus - Survivair	@ \$400.00 =	\$1600.00
11 - Extra air bottles for Breathing Apparatus	@ \$30.00 =	\$330.00
8 - Lifeguard 1 st alert	@ \$50.00	\$400.00
2 - Darley crash axes	@ \$20.00 =	\$40.00
2 - Wheel Chocks	@ \$20.00 =	\$40.00
1 - 2 ½" fire nozzle		
5 - 1 ½" fire nozzle	@ \$30.00 =	
1 - hose hammer		
2 - 2 ½" double male hose adapters	@ \$25.00 =	
1 - 2 ½" X 1 ½" hose adapters		
1 - 1 ½" double female hose adapter		
1 - 1 ½" male hose adapter		
1 - Homelite 1500 Watt Generator		
2 - Spot lights	@ \$10.00 =	
1 - 100' , 12 gauge electrical cord		
1 - Portable GFI outlet		
1 - 2 ½" X 1 ½" gated Y hose adapter		
1 - 1000 Gal. Porta tank		
2 - 5 Gal. pails of foam	@ \$50.00 =	\$100.00
1 - 12' extension ladder		\$200.00
1 - 12' roof ladder		\$150.00
1 - Bolt cutter		\$25.00

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Carol Erb statement
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Equipment on truck: (Continued)

2 - Crow bars (entry tools)	@\$25.00 =	\$50.00
24 - 2 1/2" X 50' fire hose	@\$40.00 =	\$960.00
6 - 1 1/2" X 50' fire hose	@\$20.00 =	\$120.00
2 - 2 1/2" Hard suction hose	@\$50.00 =	\$100.00
2 - Pike poles	@\$40.00 =	\$80.00

1985 3/4 ton Chevrolet Pickup (Federal Surplus) \$850.00

Estimate of remaining useful life-5 years

Equipment on truck:

5 - 1 1/2" X 50' fire hose	@\$20.00 =	\$100.00
1 - 1 1/2" nozzle		\$150.00
1 - 200 Gal. tank/ pump & foam applicator		\$500.00
1 - 10' Section 1 1/2" suction hose		\$40.00
2 - Extendapole lights	@\$75.00 =	\$150.00
2 - Wheel Chocks	@\$20.00 =	\$40.00
1 - Hydrant wrench		\$10.00
1 - 2 1/2" X 1 1/2" hose adapter		\$40.00
1 - Homelight 4000 watt generator	\$400.00	
1 - 50' Extention cord		\$15.00
1 - Portable GFI outlet box		\$10.00
1 - Shovel		\$7.50
1 - Polaski tool		\$15.00
1 - Brush hook		\$20.00
3 - hoes	@\$8.00 =	\$24.00
4 - Blankets	@\$8.00 =	\$32.00

1972 GMC Tractor/ Water tender \$40,000.

Estimate of remaining useful life-10 years

Equipment on Truck:

1 - 2000 Gal. water tank / PTO pump		\$8000.00
5 - 1 1/2" X 50' hose	@\$20.00 =	\$100.00
1 - 1 1/2" nozzle		\$150.00
1 - Pike pole		\$40.00
2 - Wheel chocks	@\$20.00 =	\$40.00
3 - 2 1/2" X 50' hose	@\$40.00 =	\$120.00
1 - 2 1/2" nozzle		\$50.00
1 - 2 1/2" X 20' Hardsuction hose		\$50.00
1 - Shovel		\$7.50
1 - 1000 Gal. porta tank		\$150.00

Equipment on GMC tractor/water tender: (Continued)

1 - Hydrant wrench	\$10.00
1 - Spanner wrench	\$10.00
1 - 1 ½" Double female hose adapter	\$20.00

Building - Fire Station \$50,000

Contents of the building:

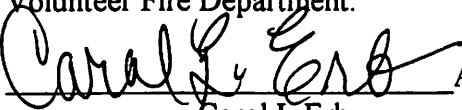
1 - Honda 3" transfer pump		\$200.00
1 - 200' hose reel / 1" hose		\$200.00
1 - 14' ladder		\$40.00
11- Sets of turn-out (fire cloths)	@\$18.00 =	\$198.00
5 - Sets of new Securitex- Turnouts	@\$840.00	\$4200.00
11- Fire helmets	@\$80.00 =	\$880.00
11- Fire bunker boots	@\$50.00 =	\$550.00
2 - new fire helmets	@\$125.00 =	\$250.00
6 - Pagers and chargers	@\$200.00 =	\$1200.00
1 - Nomex hood		\$30.00
2 - 5 Gal pails of foam	@\$50.00 =	\$100.00
2 - Mechanics creepers	@\$40.00 =	\$80.00
1 - Siren		\$100.00
1 - Microwave oven		\$100.00
1 - Coffee pot		\$20.00
1 - TV		\$50.00
1 - VCR		\$100.00
2 - Kitchen tables	@\$30.00 =	\$60.00
7 - Long folding tables	@\$60.00 =	\$420.00
1 - Refrigerator		\$100.00
1 - Stove		\$100.00
1 - Tool box		\$40.00
1 - Set of training manuals		\$50.00
1 - Oxyquip oxygen kit / case		\$100.00
4 - Drawer filling cabinet	@\$7.50 =	\$30.00
11 - Video training tapes	@\$13.00 =	\$141.00
1 - Computer monitor/ key board		\$100.00
1 - 6000 Gal water tank		\$900.00
1 - 4000 Gal water tank		\$600.00
1 - 3000 Gal water tank		\$400.00

This listing is as of March 27, 2000. If any equipment is added or deleted from use by the Upper Chetco Rural Fire District between this date and the effective date of this contract, the Upper Chetco Rural Fire District Fire Chief will notify the City of Brookings and cause Attachment "A" to be updated with those changes.

I, Carol L. Erb (formerly Carol L. Johnston) lessor of the property leased to Upper Chetco Volunteer Fire Dept at the corner of Erb Lane on Gardner Ridge, support the proposed arrangement between Upper Chetco Volunteer Fire Dept. and Brookings Volunteer Fire Dept. in which the Brookings Dept. will assist the Upper Chetco Dept in providing fire protection services to the Upper Chetco area.

The original lease agreement between Upper Chetco Volunteer Fire Dept. and myself will remain in effect for the term of the lease.

It is my understanding that Brookings Volunteer Fire Department will assume the responsibility of fulfilling the requirements of the original lease during the period of mutual agreement between Upper Chetco Volunteer Fire Department and Brookings Volunteer Fire Department.



Carol L Erb

April 19, 2000

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, between the CITY OF BROOKINGS, a duly organized Oregon municipal corporation, hereafter referred to as the "CITY" and the UPPER CHETCO RURAL FIRE PROTECTION DISTRICT, a duly organized rural fire protection district, hereafter referred to as the "DISTRICT" as authorized by ORS 190.010.

The parties agree as follows:

- I. **Term and Termination:** The term of this Agreement is approximately ten years beginning on the first day of July 1, 2000 and ending on the 30th day of June, 2010. The Agreement may be evaluated at the end of each 12 month period. Following the evaluation either the CITY or the DISTRICT may cancel this Agreement by the giving of a one year written notice of termination.

- II. **The CITY'S Obligations.**
 - A. The CITY agrees to provide fire protection to the DISTRICT, including the use of available pumpers, tankers and sufficient personnel to operate that apparatus. If the demands of the DISTRICT exceed the available apparatus and personnel which the CITY can provide, the CITY agrees to invoke any current mutual and automatic aid agreements as may be necessary to provide fire protection to the DISTRICT. The CITY shall have the right to determine priority for providing fire suppression and/or other emergency service to the DISTRICT and that determination shall be the responsibility of the commanding officer. Further, the commanding officer may, in the exercise of best judgment and discretion, decline to commit apparatus or personnel to a position which would dangerously imperil such resources or negatively impact to an unacceptable level, the ability of the CITY to provide service for its patrons.

 - B. The CITY shall provide fire protection throughout the DISTRICT and at all times conduct its operations under this Agreement in a safe and professional manner.

 - C. The CITY may through the County Building Inspector review building and construction plans within the DISTRICT.

- D. The CITY shall investigate all fires within the DISTRICT.
- E. The CITY shall use its most current operating procedures to maintain fire protection within the DISTRICT, thereby assisting the DISTRICT in retaining or upgrading its present insurance class rating.
- F. The CITY shall provide fire protection in the DISTRICT, twenty four (24) hours per day, seven (7) days per week, subject to the condition, that sufficient apparatus and personnel be available to assure adequate fire protection to the CITY. The CITY shall not be liable to the DISTRICT for interruption or failure of service cause by circumstances beyond the control of the CITY.
- G. The CITY shall take all reasonable steps to maintain the trucks and equipment acquired from the DISTRICT.

III. Compensation. The DISTRICT shall pay the CITY each year during the term of this agreement an annual fee equal to 90% of the property taxes collected for the Upper Chetco Rural Fire Protection District.

- A. If the DISTRICT'S net property tax rate drops below \$.7125 per \$1,000 of assessed value, the CITY may terminate this Agreement and its duties and obligations hereunder upon ten (10) days written notice thereof to the DISTRICT.
- B. The annual fee shall be due by January 31st of each year for the taxes received through January. Any additional taxes received subsequent to January 31st shall be paid no later than June 30th. If the annual fee is not paid promptly when due, according to the terms of this Agreement, the CITY may terminate this Agreement and its duties and obligations hereunder upon ten(10) days written notice thereof to The DISTRICT.
- C. The annual fee paid on or before January 31st of each year is considered compensation for fire protection services for that

calendar year. Should the contract begin or terminate on a date other than January 1st, the annual fee paid will be prorated based upon the number of months fire protection is provided by the CITY.

IV. The DISTRICT'S Obligations.

- A. The DISTRICT shall transfer clear title to all vehicles and equipment listed in the inventory attached as Exhibit "A" to this Agreement.

With the execution of this contract, the CITY assumes ownership of the current structure located on the leased property. The CITY agrees to maintain the building in a condition that will allow continued use and assure good working order within the constraints of normal wear and tear.

- B. The inventory listing incorporated as Exhibit "A" shall list each item of equipment and all vehicles transferred to the CITY. For each item listed there shall be a value assigned and an estimate of remaining useful life. Should either party terminate the agreement prior to the expiration of the remaining useful life for any item noted on Exhibit "A", the CITY will return all assets listed on Exhibit "A". For items listed on Exhibit "A" but not available to be returned to the DISTRICT, the DISTRICT shall receive a monetary payment equal to the percentage of useful life remaining multiplied by the asset value as defined on Exhibit "A". If the term of the agreement is greater than the useful life of any assets, no monetary payment will be due the DISTRICT and any and all assets still held by the CITY will remain the property of the CITY.
- C. The DISTRICT shall provide the CITY with all necessary documents to bring about the assignment of the DISTRICT'S lease of real property with improvements to the CITY.
- D. The DISTRICT shall provide the CITY with evidence that the DISTRICT'S board of directors has taken all necessary steps to approve and carry out this Agreement.

- V. Hold Harmless. The parties agree that neither the CITY nor any of the CITY'S officers, agents, representatives, employees or volunteers shall

be liable to the DISTRICT, or any other person, for any claim for injury, damage, loss or expense growing out of or resulting directly or indirectly from the performance of this Agreement, including, but not limited to, a claim for alleged failure to afford firefighting or fire protection apparatus or services, court costs and attorneys fees. Nothing in this Agreement, including any provisions for hold harmless, is intended to create any liability or obligations to pay claims on any single incident in excess of the amounts set forth in the Oregon Tort Act. Specifically as to actions to which the Tort Claims Act would apply, the CITY, by this Agreement, is assuming no contractual liability in any form in excess of those limitations.

CITY OF BROOKINGS, an Oregon Municipal Corporation

By Bob Hagbom
Bob Hagbom, Mayor
Date: 3/03/00

By William J. Sharp
William J. Sharp, Fire Chief
Date: 4-5-2000

Board Representative - UPPER CHETCO RURAL FIRE DISTRICT

By Michael M. Rupert
Mike Rupert, Board Chairman
Date: 4-5-00