

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF NEWBERG
AND
TUALATIN VALLEY FIRE AND RESCUE**

This agreement is made and entered into by and among the City of Newberg, hereinafter "City" and Tualatin Valley Fire and Rescue, a Rural Fire Protection District, hereinafter "District" pursuant to the provisions of ORS 190.003 - 190.250.

WHEREAS, City desires consultant services for the purpose of life safety plans review and other related fire prevention services, and;

WHEREAS, District is engaged in the business of providing such services;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed between the parties:

1. INDEPENDENT CONTRACTOR SERVICES. City hereby contracts with District, and District accepts the contract, to provide services upon the terms and conditions of this Agreement.
2. TERM. The effective date of this agreement shall be December 18, 1995 and will continue until the City determines that District services are no longer needed. Either party may terminate this agreement by providing thirty days notice to the other party.
3. DUTIES. For their part, the District shall provide consultant services as follows:
 - A. Serve as an assistant to the Fire Chief and perform duties consistent with that of a Fire Marshal.
 - B. Conduct life safety plans review.

For their part, the City agrees to coordinate all scheduling of services with the District's Fire Marshal or his designee. The City understands that a circumstance may arise whereby the District cannot provide immediate service under this agreement.

4. COMPENSATION. City shall pay District for work performed. Payment shall be remitted from progress billings submitted by District. Fees are as follows:

Hourly rate	\$40.00
Incidental expenses	as incurred
Mileage	\$ 35 per mile

~~4.30~~



7. APPLICABLE LAW. This agreement shall be governed and construed in accordance with laws of the State of Oregon.
8. INDEMNIFICATION. Each party to this agreement shall be responsible for damage to persons or property resulting from negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person or corporation not a party to this agreement.
9. EXCLUSIVE TERMS/ASSIGNMENT. The provisions of this agreement are for the benefit of the parties solely. Neither party shall assign, amend or otherwise transfer their respective rights and obligations under this agreement without written consent of the other party.
10. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the parties. No amendment or variation of the terms and conditions of this Agreement shall be valid unless it is in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

City of Newberg

By: Thane R. Cole

Date: Dec. 18, 1995

Address: 414 E First St.
Newberg, OR. 97132

Tualatin Valley Fire and Rescue

By: Don [Signature]

Date: 12/21/95

Address: 20665 SW Blanton Street
Aloha, Oregon 97007

P/c Michael -
OK - 12-18-95

Told you need original
signed copy for
Sofel - not legal -
no file opened -
Dg

Terry, 12/15/95
Please review,
I would like to
sign early next week.
Duane has a copy.
MBB



TUALATIN VALLEY FIRE & RESCUE

20665 S.W. Blanton St. • Aloha, OR 97007 • 503/649-8577 • FAX 642-4814

December 14, 1995

Chief Michael Sherman
Newberg Fire Department
414 East Second Street
Newberg, Oregon 97231

Dear Chief ~~Sherman~~: *MIKE*

Enclosed are two copies of the agreement for Fire Marshal services with Tualatin Valley Fire and Rescue. If you find this to meet your needs and approve, please sign and return one copy of the agreement as soon as possible.

Please feel free to contact Fire Marshal Jeff Grunewald at 526-2456 to coordinate implementation of the agreement. We look forward to working with you.

Sincerely,

TUALATIN VALLEY FIRE & RESCUE

A handwritten signature in dark ink, appearing to read "David".

David Austin
Assistant Chief

DA/nl

Enclosure

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City of Newberg

Tualatin Valley Fire and Rescue

By: _____

By: _____

Date: _____

Date: _____

Address: _____

Address: 20665 SW Blanton Street
Aloha, Oregon 97007
