

INTERGOVERNMENTAL AGREEMENT FOR FIRE PROTECTION SERVICES AND FUNDING

This Intergovernmental Agreement for Fire Protection Services is entered into between the City of Bend ("City") and Deschutes County Rural Fire Protection District #2 ("District"), pursuant to the provisions of ORS Chapter 190. City and District may be collectively referred to herein as "Parties".

RECITALS

- A. The City provides fire-related services, including fire protection, fire prevention and Emergency Medical Services (collectively "Fire Services") to areas designated not only within the Bend city limits, but also to areas that are located within the District's jurisdiction.
- B. This Agreement replaces the Fire Protection Contract effective July 1, 1999 and is intended to continue the cooperation between the Parties outlined therein.
- C. This Agreement provides the basis for a cooperative relationship to facilitate and coordinate the operations related to Fire Services to property and patrons within the District's boundaries.
- D. The City and District are parties to other agreements relating to provision of Fire Services, including but not limited to a personal services agreement for administrative services and fire station leases.

AGREEMENT

1. City Obligations

A. City shall provide Fire Services to property and patrons within District's boundaries for the term provided in Section 2.

B. City will provide Fire Services on same basis to the District as they are provided within the city limits of the City, according to the City's then-current response policy. The City's response policy as of the effective date of this Agreement is:

- i. Top Priority: High life hazard from fire and emergency medical requests, e.g., hospitals, schools, and occupied residences.
- ii. Second Priority: High value properties, e.g., industrial and commercial property.
- iii. Third Priority: Other properties with high value, e.g., motor homes, non-dwelling structures, and exposures.

iv. Fourth Priority: Outside property with little or no value, e.g., small brush fires, fences, and outbuildings.

v. Fifth Priority: Burning complaints, code complaints, and non-emergency complaints.

C. The use and disposition of City's fire fighting and emergency medical staff shall be at the sole discretion of City's Fire Chief. District and City waive any and all claims of any nature in the event the other cannot provide Fire Services because fire fighting, emergency medical staff or related services or resources are needed elsewhere at the discretion of the providing party.

2. Term. This Agreement shall commence on the date last signed below ("Effective Date") and continue as provided in this Agreement, unless terminated by either Party as set forth below.

3. Consideration

A. District shall pay City for Fire Services as set forth in this Agreement. The "Contracted Price" is the total of the following amounts:

- a. Base Amount. An amount calculated by multiplying the total taxable assessed value of property within the District by \$0.001185 (1.185 per thousand of taxable assessed value). If the City and District agree on another amount, they may enter into an amendment to this Agreement, signed by both Parties.
- b. Maintenance Amount. Beginning on the first quarter following the Effective Date and continuing through June 30, 2030, an amount calculated by multiplying the total taxable assessable value of property within the District by \$0.00001 (an additional \$0.01 per thousand of taxable assessed value), to be allocated by the City for major fire station maintenance and repairs as approved by the District Executive Director and the City Manager, and accounted for in the Fire/EMS Fund described below. On or before December 31, 2029, the City and District will meet to determine whether this amount should continue, and will execute an amendment to this Agreement extending or modifying this amount if agreed to by the Parties. Following termination of this Agreement, any unused amounts collected hereunder shall be held and used for capital improvements to District facilities at the discretion of the District Executive Director.
- c. Additional Funding. Beginning on the first quarter following the Effective Date and continuing through June 30, 2030, an additional amount calculated by multiplying the total taxable assessable value of property within the District by \$0.00001 (an additional \$0.01 per thousand of taxable assessed value), to be allocated by the City for Fire Services as approved by the District Executive Director and the City Manager, and accounted for in the Fire/EMS Fund described below. On or before

December 31, 2029, the City and District will meet to determine whether this amount should continue, and will execute an amendment to this Agreement extending or modifying this amount if agreed to by the Parties.

- d. A voter approved local option levy to support the increased capacity for Fire Services for City residents, in the amount set forth in the attached Exhibit A, so long as the local option levy is in place. Exhibit A shall be updated by written amendment signed by the Parties to match the amount of any additional or extended local option levy amount. The Parties agree that any local option levy placed before the voters shall be the same for the City and the District.
- e. The contracted price will be adjusted annually for the difference between the local option levy billed in section (c) above and the actual local option levy taxes received as reflected in the attached Exhibit A.

B. City has established a Fire/EMS Fund as a special revenue fund, and accounts for all Fire Services costs, including but not limited to personal services, material and services, capital outlay, debt service, transfers and contingencies, and all resources generated by City's Fire Department including but not limited to working capital carryover, ambulance charges, fire charges, fire contracts/agreements, property taxes and District payments. City shall continue complying with all state of Oregon local budget law, and ORS Chapter 294 as it pertains to this fund.

C. City shall advise the District as to the need for expenditures in excess of adopted appropriations to be funded by transfers from the contingency appropriation and shall obtain the advice of the District prior to any transfer from the contingency appropriation to an expenditure appropriation. District payments shall be deposited directly into the City's Fire/EMS Fund.

D. The budget for the Fire/EMS Fund shall be prepared annually by City, and it is intended by the parties that the Fire/EMS Fund shall reflect the City's actual cost of Fire Services operations on a continuing basis as set out above throughout the term of this Agreement.

E. District shall pay the Contracted Price to City upon receipt of an invoice from the City, as the District's tax collections are received, but no less frequently than quarterly. The local option levy shall be paid and reported as shown in the attached Exhibit A.

F. The City will allocate \$1.185 per thousand of taxable assessed value and the local option levy amount shown in Exhibit A for Fire Services pursuant to this Agreement. The City will also allocate an additional \$0.01 per thousand of taxable assessed value for fire station maintenance and repair, and an additional \$0.01 per thousand of taxable assessed value for Fire Services, so long as the District also assesses the amount described in paragraph 3.A.b., above.

G. The Contracted Price and City's allocation of property taxes for Fire Services are directly related to the state of Oregon property tax system, and as such it is agreed that the Contracted Price shall be modified if necessary in the event of a change to the Oregon property tax system.

4. Liquidation of Fire Fund/Termination

A. Either City or District may terminate this Agreement at any time for any reason with three years' written notice to the other party.

B. In the event that this Agreement is terminated by any cause, the balance, if any, of the Fire/EMS Fund, as of the effective date of the termination shall be retained by City and any deficit shall be the responsibility of the City to meet.

C. If a deficit fund balance should occur as of the effective date of the termination, District shall not have any responsibility to City beyond the price as determined above.

5. Budget Process

A. City shall prepare a budget for Fire Protection and EMS each year as required by law during the term of this Agreement.

B. After reviewing the proposed budget, the City Manager or designee shall deliver a copy of the draft Fire/EMS Fund budget to the District at least 30 days before it is presented to the City Budget Committee. The City Manager and District shall confer upon any questions, comments or suggestions the District may have about the draft Fire/EMS Fund budget, and the District's comments shall be considered by the City before the draft Fire/EMS Fund budget is submitted to the City Budget Committee.

C. District may appear before City's Budget Committee regarding the proposed budget if District wishes to do so. The budget shall be finalized by the City as provided by law.

6. Changes in District Boundaries

A. The District's boundaries (and the property served by this Agreement) may change from time to time during this Agreement due to annexations to the District and to the City.

B. If District annexes property during a fiscal year, District shall pay City the prorated part of that property's share of the Contracted Price upon annexation of the property to District.

C. If City annexes property during the fiscal year, City shall only receive tax revenues from that property beginning the next fiscal year; and District shall only lose the tax revenues from such property beginning the next fiscal year.

D. District shall not annex any property without the prior written consent of City, provided City shall not unreasonably withhold such consent.

7. Fire Station Staffing Requirements. During the term of this Agreement, City shall staff each existing fire station and any future fire stations built within the City and the District to provide the Fire Services described in this Agreement, at the sole discretion of the Fire Chief.

9. Ambulance Charges. City and District residents will be charged the same charges in connection with City's provision of EMS pursuant to this Agreement, as determined by the Bend City Council and set forth in the City's adopted fee resolution.

10. Dispute Resolution

A. If there is a dispute regarding any provisions covered under this Agreement that cannot be resolved by in-person meetings between the District Executive Director, City Manager, additional staff and/or the City Council liaison as appropriate, before filing legal action, the Parties agree to attempt in good faith to resolve that dispute by mediation through an independent third party.

B. If the Parties are unable to agree upon the mediator, the mediator shall be selected from a list of three (3) to be compiled by the Deschutes County Board of Commissioners. Neither City nor District shall participate in preparation of the list. Upon being presented with the three names, City shall strike one name and shall submit the remaining two names to District. District shall then strike one name and the person left shall be the mediator. All costs of mediation shall be borne equally by the parties.

C. This Agreement will be constructed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon.

10. Miscellaneous

A. District may request and the City shall provide financial administration records, including annual audit and Fire Department and EMS budget materials, at reasonable times for review.

B. The City Manager, Fire Chief or designee will attend a District board meetings and advise as to the status of the budget, projects, service delivery and any other problems or issues addressed by the District to the City. The City will also appoint a City Council liaison to the District who will be expected to attend District board meetings as provided in the City Council Rules.

C. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter. The Parties have other agreements in place regarding other subjects not superseded by this Agreement, including fire station leases.

D. The Recitals and any Exhibits are incorporated into and made a part of this Agreement.

E. The failure of a Party to enforce any provision of this Agreement will not constitute a waiver. No waiver will be binding on a Party unless such waiver is in writing and signed by the Party making the waiver. A party's waiver of a breach of a provision contained in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

F. If any provision of this Agreement is held illegal or unenforceable in any respect, the enforceability of this provision in any other respect and of the remaining provisions will not be impaired.

G. This Agreement and each Party's rights and responsibilities under this Agreement may not be assigned by either Party without the prior written consent of the other. This Agreement is intended for the benefit of the Parties and their successors only and not for the benefit of any other entity or party.

CITY OF BEND

DESCHUTES COUNTY RURAL FIRE PROTECTION DISTRICT #2

DocuSigned by:
Eric King
409FF33EB4E04D3...
Eric King, City Manager
Date: 7/5/2021

DocuSigned by:
Gary Marshall
B637A069BAF24D6...
Gary Marshall, Executive Director
Date: 7/6/2021

Approved as to form:
DocuSigned by:
Mary Winters
F0C308BD345A438...
City Attorney's Office

Approved as to form:
DocuSigned by:
Phil Anderson
20D1973A6D07430...
District Counsel

EXHIBIT A
Local Option Levy

In May 2018, District and City voters approved a 5-year local option levy of \$0.20 per thousand of taxable assessed value, calculated by multiplying the total taxable assessed value of property within the district by \$0.000200.

Payment and reporting:

Certificate Of Completion

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Subject: Please DocuSign: 5L IGA - CoB DCRFD2 - Fire Protection 2.05.docx	
Source Envelope:	
Document Pages: 7	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kayla Duddy
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	710 NW Wall st.
	Bend, OR 97703
	kduddy@bendoregon.gov
	IP Address: 98.142.36.35

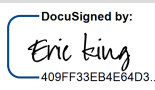
Record Tracking

Status: Original	Holder: Kayla Duddy	Location: DocuSign
7/2/2021 3:14:55 PM	kduddy@bendoregon.gov	

Signer Events

Eric King
 eking@bendoregon.gov
 City Manager
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Using IP Address: 98.127.150.34
 Signed using mobile

Timestamp

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 Signed: 7/5/2021 8:13:47 AM

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 Company Name: City of Bend CMO

Gary Marshall
 gmarshall@bendoregon.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

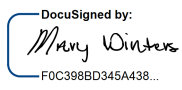
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 Company Name: City of Bend CMO

Mary Winters
 mwinters@bendoregon.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 216.228.166.253

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Electronic Record and Signature Disclosure:

Accepted: 7/2/2021 3:42:13 PM
 ID: ed53b4db-015b-41fc-9095-b64fa47bffd4
 Company Name: City of Bend CMO

Phil Anderson
 phil@praattorney.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Using IP Address: 66.39.170.202

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 Viewed: 7/12/2021 8:29:03 AM
 Signed: 7/12/2021 8:29:42 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Company Name: City of Bend CMO

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	7/12/2021 8:29:42 AM
Completed	Security Checked	7/12/2021 8:29:42 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bend (we, us or City) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below. Paper copies may also be requested from City by contacting Procurement.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

Notices and disclosures may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide electronically to you through the DocuSign system required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. You can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact the City:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise the City of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dgalanaugh@bendoregon.gov and in the body of such request you must state: your previous email address, your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dgalanaugh@bendoregon.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with the City

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;**
- ii. send us an email to dgalanaugh@bendoregon.gov and in the body of such request you must state your email, full name, mailing address, and telephone number.**

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here:
<https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and**
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and**
- Until or unless you notify the City as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by the City during the course of your relationship with the City.**