

## **INTERGOVERNMENTAL AGREEMENT FOR SERVICES**

This Agreement, by and between Applegate Valley Fire District, hereinafter referred to as Applegate, and Williams Rural Fire Protection District, hereinafter referred to as Williams, is entered into for the purpose of exchanging administrative services between the Parties.

### **RECITALS**

WHEREAS Oregon Revised Statutes (ORS) Chapter 190 authorizes units of local government to enter into written agreements with other units of local government for any or all of the functions and activities of a party to the agreement; and

WHEREAS, both Parties are a duly organized rural fire protection districts established under ORS Chapter 478 and the Parties have a long history of working collaboratively; and

WHEREAS, Williams employes an interim Fire Chief but is currently without a permanent Fire Chief and will be starting the process to recruit and hire for the position, but in the meantime, the Williams interim Fire Chief requires experienced leadership support that can be provided by the existing Applegate Fire Chief and other Applegate senior staff; and

WHEREAS, the purpose of this Agreement is to improve operational efficiency and service levels of both Parties;

NOW, THEREFORE, in consideration of each Party's performance of the covenants, terms and conditions herein and the benefits the Parties receive, the Parties mutually agree as follows:

### **AGREEMENT**

#### **SECTION 1 – PURPOSE**

- 1.1 The purpose of this Agreement is for Applegate to provide certain administrative services to Williams on a temporary, short-term, and on-call basis. Initially, the services are as set out below, but both parties anticipate that the services will be adjusted over time as both parties may agree.
- 1.2 Recognizing the purpose and the spirit with which this Agreement is entered into, both Parties agree to cooperate, consult, meet, and work together in resolving, to the mutual satisfaction of both Parties, any question or problem which may hereafter arise in connection with the performance of this Agreement prior to seeking any administrative, mediated, or judicial resolutions.

#### **SECTION 2 – TERM; TERMINATION**

- 2.1 This Agreement shall begin on the day after it is fully executed and approved by each respective Board of Directors ("Effective Date"). This Agreement shall continue in effect until ~~December 31, 2024~~ June 30, 2025, unless terminated earlier as provided below. The parties may also agree to extend this Agreement upon mutual written agreement.
- 2.2 To unilaterally terminate this Agreement, the terminating party must provide at least twenty-one (21) calendar days prior written notice to the other party, stating the date of the termination. If