

# **Agreement Between Chiloquin Vector Control District and Chiloquin – Agency Lake Rural Fire Protection District DBA-Chiloquin Fire & Rescue**

**WHEREAS**, The Chiloquin Vector Control District (“CVCD”) and the Chiloquin – Agency Lake Rural Fire Protection District (“CF&R”) desire to enter into an Agreement for the mutual benefit in relation to the Life Safety of People, Animals, and Protection of the Environment of the CVCD service area; and

**WHEREAS**, The Parties have come to an Agreement regarding the terms and conditions in relation to forming an Agreement to meet their objectives;

**NOW, THEREFORE**, under the authority of ORS Chapter 190, it is agreed between the parties as per the content and signatures of this agreement,

## **Section I**

**AUTHORITY** - This Agreement is entered into under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (ORS). Further, ORS 190.010 authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the agreement, its officers or agencies, have authority to perform, and ORS 190.010 authorizes units of state and local governments to enter into agreements with each other to cooperate in the performance of their duties.

## **Section II**

**Purpose** – The purpose of this agreement is to set forth the terms and condition by the CVCD and CF&R will provide each other.

## **Section III**

**Terms** – This Agreement shall become effective August 1, 2023 upon the signatures of both parties, and shall stay in effect until July 31, 2026. This agreement may be extended upon mutual agreement of the Parties. Any extension shall be executed in writing by CVCD and CF&R officials duly authorized to execute such agreements. Either party desiring to extend the term of this Agreement shall notify the other at least 45 days prior to the Agreement’s natural expiration.

## **Section IV**

**Scope** – CF&R agrees to provide to CVCD joint use of the office area, provide one store room for the storage of office type of equipment, records and joint use of the rest room. The District further agrees to allow CVCD to place one outdoors storage container on the District’s Fire Station #2’s property located at 35701 Modoc Point Rd. The placement of this container will be mutually agreed upon.

The storage container will be used to store CVCD equipment and pesticides. CVCD will, on an annual basis provide CF&R with an inventory of equipment and pesticides. CVCD will on an annual basis provide CF&R with Material Safety Data Sheets for all pesticides used and / or stored. CVCD will provide to CF&R an annual compliance statement.

CF&R will allow signage as mutually agreed upon by CF&R and CVCD.

Parking will be allowed in designated parking areas and not blocking emergency vehicle access.

Any additional services required will be at the expense of CVCD.

CVCD agrees to adhere to all CF&R policies that apply.

Access into Fire Station #2 will be mutually agreed upon.

CVCD will provide CF&R a copy of Certificate of Liability Insurance annually.

#### **Section V**

**Fee, Billing and Payment** - The CVCD agree to pay on an annual basis, \$500.00 to CF&R. After one year the rate charged to the CVCD may be re-negotiated. CF&R shall bill the CVCD annually and CVCD shall remit payment to CF&R within 30 days after receipt of billing. In the event CVCD does not pay CF&R within 30 days of receipt of the billing, CF&R may terminate this agreement and give notice to evict CVCD, giving CVCD 30 days to remove itself from the property.

#### **Section VI**

**Delegation of Authority** - CF&R acknowledges that it lacks jurisdiction over property and equipment of CVCD. The CVCD will however, delegate by this Agreement, authority for the District to enter any and all properties and premises covered under this Agreement for the purposes of carrying out fire suppression and services of the Agreement.

#### **Section VII**

**Liability** - The CVCD shall take every reasonable and prudent step to ensure that its property and all CF&R-owned areas occupied by CVCD are safe from fire hazards. The CVCD shall also take all prudent and reasonable measures to prevent accident or injury to CF&R individuals while engaged in the course of carrying out the term of this Agreement. Nevertheless, if fire suppression activities become necessary, CF&R acknowledges fire suppression is a hazardous and dangerous business. Inasmuch as CF&R employs skilled and trained individuals to conduct fire suppression activities, CF&R will hold the CVCD harmless from liability in the event of injury or death to any CF&R individual engaged in fire suppression activity on CF&R owned property being used by CVCD, so long as the CVCD is not engaged in willful, or malicious, or grossly negligent activities. The parties understand and agree that the "Firefighter Rule" prevents liability for injuries to firefighters due to the cause of any fire.

### **Section VIII**

**Authority to Execute** - Each party warrants and represents to the other that it has full authority to execute and deliver this Agreement and will upon written request by the other party, provide satisfactory evidence thereof.

### **Section IX**

**Modification** - This Agreement may be modified only with the formal written agreement of both parties.

### **Section X**

**Severability** - In the event that any provision of this Agreement is for any reason held to be illegal or unenforceable, such provision will be severed or otherwise modified as may best preserve the intention of the parties hereto, and the Agreement as so modified will remain in full force and effect.

### **Section XI**

**Assignability** - Neither party shall assign any interest in this Agreement and shall not transfer any interest in same, by assignment or novation, without prior written consent of the other party. This provision shall extend to and include any assignment of monies due or to become due to CF&R under this Agreement. Any such assignment shall be void without the CVCD's consent.

### **Section XII**

**Effect of Waiver and Enforcement** - The waiver of either party hereto of any breach, condition or provision of this Agreement by the other party shall be limited to the particular instance, and shall not operate or be deemed to waive any further breach or breaches of said condition or provision. The failure of either party to insist in any one instance, or more, upon the performance of any of the conditions or provisions of this agreement, or to exercise any right or privilege herein conferred, shall not be construed as waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

Any provision, to the extent it is found to be unlawful or unenforceable, shall be ineffective without any other provision of the Agreement, so that the Agreement will be deemed valid, binding and enforceable in accordance with its terms.

### **Section XIII**

**Indemnification** - Each party shall hold the other harmless from and against any and all claims, damages, losses and expenses arising out of their own negligent acts, errors or omission in the performance of their services and obligations under this Agreement.

### **Section XIV**

**Governing Law and Interpretation-** The validity and interpretation of this Agreement shall be governed by the contract laws of the State of Oregon.

**Section XV**

**Disputes** - The parties shall attempt to mutually resolve any disputes arising out of this Agreement. The Courts of the State of Oregon shall have exclusive jurisdiction over any unresolved claim between the parties.

**Section XVI**

**Termination** - Either party may terminate this Agreement without cause upon 180 days written notice to the other party.

**Section XVII**


**Notice** - In the event that official notice is given for any purposes of this Agreement, such notice shall be sent certified mail, return receipt requested and addressed as follows:

CVCD: Chairman  
Chiloquin Vector Control District  
PO Box 860  
Chiloquin, Oregon 97624

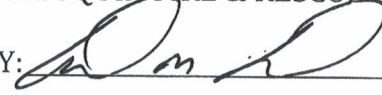
CF&R : District Board of Directors  
Chiloquin Fire & Rescue  
PO Box 437  
Chiloquin, Oregon 97624

**IN WITNESS WHEREOF**, the parties have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first written above.

CHILOQUIN VECTOR CONTROL DISTRICT

BY:   
NAME: Dennis N. Jefferson  
TITLE: Chairman of the Board

CHILOQUIN FIRE & RESCUE

BY:   
NAME: C. Michael Cook  
TITLE: Fire Chief