

CITY OF
GEARHART

Staff Report

For City Council Meeting - 1/3/2024

Subject - New Business - Gearhart Rural Fire Protection District Contract

Synopsis: The Gearhart Rural Fire Protection District Contracts with the City of Gearhart for Fire and Emergency Services. This contract establishes a yearly contract fee and sets parameters to provide fire/Emergency Services to our Rural district. The rural district boundaries are roughly (South-North) from the north end of Gearhart city limits, to the north property line of the Clatsop Grange at the Cullaby Lake entrance. (West to East) And from Ocean to Lewis and Clark Road.

Recommendation: City staff recommends Council motion to approve entering into the attached contract with the fire district.

Legal Analysis: The district board approved the contract at their December monthly meeting.

Financial Analysis: The district's treasurer has been working with the County to bring their State audit status into compliance.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be the name 'Chad', written in a cursive style.

Chad



CONTRACT - Gearhart Rural Fire Protection District and the City of Gearhart
July 1, 2023 - June 30, 2025

This contract and agreement are made and entered into as of January 2024 to become effective by and between the City of Gearhart, a municipal corporation of the State of Oregon, hereinafter referred to as "City," and the Gearhart Rural Fire Protection District, a municipal corporation of the State of Oregon, hereinafter referred to as "District."

WITNESSETH:

The City is an incorporated city in the State of Oregon and maintains fire fighting equipment and a force of firefighters to operate the same. The District is a rural fire protection district organized to furnish its electorate with fire protection under the provisions of Oregon Revised Statutes Chapter 478.

Negotiations have been had between the two, and it is, therefore, agreed that commencing Date Signed and terminating July 2025, both dates being inclusive, the City shall, upon notice by telephone or otherwise, afford any fire prevention, protection, and suppression aid and emergency medical response that can be reasonably furnished by the City for the protection of the real and personal property and people in the District. It is understood that in the event of simultaneous emergencies, the City shall have the first claim on its own firefighting equipment, and the District shall be secondary to the necessities of the City in protecting its own property.

The City Fire Chief shall also serve as the Fire Chief of the District. Although paid by and is an employee of the City, the City shall direct the Fire Chief to attend all District meetings when possible. The Chief's participation shall be as a non-voting member to provide his/her professional counsel and judgment relating to matters before the Board to assist the Board in reaching sound judgments.

The Fire Chief or his/her designee shall exercise his/her judgment based upon the best available information on the amount and type of equipment that may be authorized for use at the time of dispatch to said District. To the extent granted, limited, or withdrawn by the District, the Fire Chief is permitted to have operational control of any firefighters hired by the District during training and handling emergencies.

The Fire Chief should report to the District any issues regarding dysfunctional rural fire protection equipment within 48 hours of discovering such dysfunction.

During the period of this Contract, it is agreed that the City and the District shall mutually determine what person shall be Fire Chief, and both entities shall be allowed to participate equally and shall coordinate in the process of search, selection, negotiations, employment

agreement provisions, review, retention, use, and termination of such individual. If the parties cannot agree, disputes between the City and the District shall be determined by binding arbitration as provided below.

Maintenance of all fire/rescue equipment and vehicles owned by the City, the District, or jointly by the City and District is the responsibility of the City. It shall be performed according to recognized standards, procedures, and guidelines for such equipment and vehicles.

The City is responsible for the maintenance and replacement of its own water mains and hydrants. It has also agreed to be responsible for all maintenance and replacement of water mains and hydrants owned by the District but located within the City's water service area, including its city limits and growth expansion areas.

The parties hereto agree that the District shall, in its regular budget and tax levy in the following tax years, pay the City the following amounts as the fee for the protection provided in this Contract to the District, July 2023/2024 - \$241,725, July 2024/2025 - \$253,811.

The yearly protection fee shall be renegotiated if federal, state, or legislative actions materially change the terms or provisions of the fire protection contract. It is understood and agreed that the returns from the levy shall be paid to the City as rapidly as the same is collected but by June 30th of the service year.

The annual amounts payable by the District to the City as set forth above shall be adjusted whenever any portions of the District are or have been annexed by or otherwise incorporated into the City. The amounts payable thereafter shall be reduced by a sum equal to 97% of the District's actual lost tax revenue resulting from such annexations or incorporations by the City. For illustration purposes, if the District lost to the City taxable property that would have generated, say, \$25,000 in tax revenue to the District, and if that year's obligation to the City were, say, \$100,000, then the new obligation to the City would instead be $\$100,000 - \$24,250$ ($\$25,000 \times 97\%$) = \$75,750.

It is further agreed that the City shall review and approve fire protection standards for new developments within the District. These shall include, but are not limited to, Road widths and turn around, water main sizes, hydrant locations, and fire flows.

Any dispute, controversy, or claim arising from or relating to this Contract shall be promptly settled by binding arbitration. Unless the parties otherwise agree, the arbitration shall be administered by the Arbitration Service of Portland or the American Arbitration Association or their successors. The choice of which arbitration service to use shall be made by the party initiating the request for arbitration. If the parties cannot promptly agree upon an arbitrator among those on a list supplied by the arbitration service, one shall be selected by the arbitration service. Judgment on the award rendered by the arbitrator may be entered in the circuit court.

Failure of either party to require the performance of any particular term or provision of this Contract shall not be deemed a waiver or limit the party's right to enforce the term or provision or to enforce any other term or provision.

This document is the parties' new, final, and complete agreement about the matters discussed herein. It supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to the subject matter as of the commencement date.

Except for notices involving fire, rescue, or other emergencies, ordinary notices under this Contract shall be in writing. They shall be effective when actually delivered in person or two

days after being deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid, or transmitted by email. Signatures transmitted by email shall be considered as valid as the originals, provided if an original is later requested, it shall be provided. Addresses shall be to the party at the address below or such other address as either party may designate by written notice to the other.

Address for the City: PO Box 2510, Gearhart, OR 97138

Address for the District: PO Box 2371, Gearhart, OR 97138

All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this Contract. The fact that one party or the other may have drafted this Contract shall not affect its interpretation. Days are calendar days, and holidays are counted in the totals when calculating periods of time. Time is of the essence herein. This Contract may be signed in counterparts, and it shall only be necessary to produce one complete copy for purposes of proof.

No amendment or modification of this Contract, or any approvals or permissions required under this Contract, shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Contract.

Suppose any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable. In that case, the remainder of this Contract shall not be affected thereby, and each provision of this Contract shall be valid and be enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. In addition, to the extent permitted by law, a new provision shall automatically be inserted that is as close to the original as possible and still be valid and enforceable.

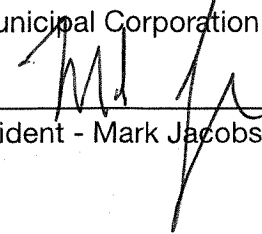
In Witness of which, the parties hereunto have caused these presents to be executed by their officers hereunto duly authorized this as of the date and year written above.

City of Gearhart
A Municipal Corporation

By _____
City Administrator

Date

Gearhart Rural Fire Protection District
A Municipal Corporation

By  _____
President - Mark Jacobs

12/29/23

Date