

INTERGOVERNMENTAL AGREEMENT

Between Applegate Fire District and Williams Fire District

For Shared Executive Services

SECTION 1. PURPOSE AND AUTHORITY

This Intergovernmental Agreement ("Agreement") is entered into pursuant to ORS 190.010, which authorizes public entities to cooperate and contract for the performance of their respective functions and services. The purpose of this Agreement is to provide Shared Executive Services between Applegate Fire District ("Applegate") and Williams Fire District ("Williams"), ensuring professional administrative leadership, operational coordination, and organizational stability for both districts while maintaining each district's independence and local governance.

SECTION 2. TERM

This Agreement shall take effect on April 1, 2026, or upon full execution by both Boards of Directors, whichever occurs later, and shall remain in effect for five (5) years unless terminated earlier in accordance with Section 10.

SECTION 3. SCOPE OF SERVICES

Applegate shall provide executive leadership services to Williams through the following positions:

- Fire Chief – Provides overall executive leadership, organizational planning, budgeting, personnel management, and board coordination.
- Deputy Chief of Operations – Oversees training programs, staffing models, operational readiness, and daily response coordination.
- Administration Chief – Provides administrative, compliance, HR, payroll, and records-management support in coordination with Williams staff and Board.

The Applegate Executive Team shall complete the duties outlined in the Applegate–Williams Shared Executive Services Proposal, incorporated by reference as Exhibit A. Services will be provided under a production-based service model with measurable outcomes, deliverables, and progress toward district goals.

SECTION 4. COMPENSATION

Williams shall pay Applegate a flat monthly rate of five thousand dollars (\$5,000) for executive services. Applegate will invoice Williams quarterly. Payment is due within 30 days of invoice receipt.

SECTION 5. COST REVIEW AND ADJUSTMENTS

The cost structure shall be reviewed:

- After the first six (6) months of implementation, and
- Annually thereafter during each district's budget cycle.

Any change must be approved by both Boards and formalized through a written amendment.

SECTION 6. GOVERNANCE AND OVERSIGHT

Operational Authority – The Fire Chief provided by Applegate shall have full operational authority over Williams Fire District within the scope of this Agreement, including personnel management, scheduling, policy implementation, and incident-readiness decisions.

Board Oversight – The Williams Board retains policy-making authority, approval of the annual budget, and overall strategic direction.

Spending Authority – The Fire Chief shall have spending authority within the approved Williams budget for timely purchasing of goods, services, and equipment necessary for operations.

Accountability – The Fire Chief shall provide regular written reports to both Boards, including Monthly Reports, Quarterly Updates, and an Annual Review.

Disciplinary Authority – Disciplinary authority for the Fire Chief remains solely with the Applegate Board.

Collaboration – Both Boards shall maintain open communication and work collaboratively to resolve questions or concerns.

SECTION 7. REPORTING AND PERFORMANCE

Applegate will provide:

- Monthly Reports at Board Meetings summarizing activities, staffing, training, incidents, and progress on strategic objectives.
- Quarterly Updates outlining major projects and deliverables.
- Annual Review evaluating performance, effectiveness, and recommendations for improvement.

SECTION 8. LIABILITY, WORKERS' COMPENSATION, AND INDEMNIFICATION

Each District shall be responsible for the acts and omissions of its own officers, employees, and agents. Applegate shall provide workers' compensation insurance coverage for Applegate personnel performing services under this Agreement.

For all purposes of this Agreement, Applegate and its personnel shall be deemed independent contractors when performing services for Williams. Nothing in this Agreement shall be interpreted as creating an employer–employee, joint employment, or “special employer” relationship between Williams and any Applegate employee, including for purposes of workers' compensation law, PERS regulations, or any other state or federal laws.

Subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through 30.300), each party agrees to hold harmless, indemnify, and defend the other, its officers, employees, and agents from any and all liability, actions, claims, losses, damages, or other costs—including attorney's fees and witness fees—arising from or in connection with that party's performance under this Agreement. Nothing in this Agreement shall be deemed to create liability in excess of OTCA limits. Both parties shall maintain appropriate liability insurance.

SECTION 9. DISPUTE RESOLUTION

Any disputes arising under this Agreement shall first be addressed through good-faith discussions between Williams Board Chair and Fire Chief. If unresolved, the matter shall be elevated to both Boards of Directors for resolution before any formal legal action is taken.

SECTION 10. TERMINATION

Either party may terminate this Agreement with one hundred eighty (180) days' written notice. In the event of termination, Applegate shall submit a final accounting of services rendered, and Williams shall pay all outstanding obligations through the termination date.

SECTION 11. AMENDMENTS

This Agreement may be amended only in writing and upon approval of both Boards of Directors.

SECTION 12. ENTIRE AGREEMENT

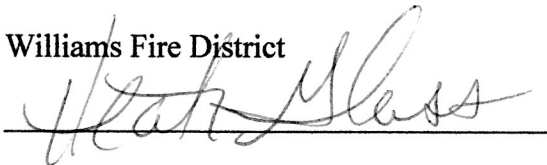
This document, together with Exhibit A (Shared Executive Services Proposal), constitutes the entire agreement between the parties. No oral agreements shall be binding unless reduced to writing and approved by both Boards.

SECTION 13. EXECUTION

This Agreement is effective upon approval and execution by both Boards of Directors.

SIGNATURES

Williams Fire District

A handwritten signature in cursive script, appearing to read "Mark Glass", is written over a horizontal line.

Board President

Date: 3-15-24

Applegate Fire District

Board President

Date: _____