

SOUTH LANE COUNTY FIRE & RESCUE BOARD POLICY

SECTION EMERGENCY RESPONSE POLICY D-3

FIRE SUPPRESSION AGREEMENT

3.0 PURPOSE:

The purpose of this policy is to allow a mechanism for property owners that are outside of the legal fire district boundaries, to receive fire response from South Lane County Fire and Rescue on a case by case basis. Factors the Board may consider are as follows:

- Will the property in question benefit from having SLCFR as the primary fire responder?
- Does the property closely abut or directly abut SLCFR boundaries?
- Has the property been evaluated by district personnel for access and serviceability?

3.2 PROCESS:

- a. Property owner submits written request to the Fire Chief and or District office with the legal description of the property to be considered.
- b. Fire Chief or Fire Marshal conducts a preliminary review/ assessment of the property stated in the request.
- c. If the preliminary review (brief site visit and review for access) does not warrant rejection, then a \$300 administrative fee shall be requested by the District from the requesting property owner.
- d. The Fire Chief will execute a formal agreement. The agreement will be in the general form as stated below, however it may be modified to address any specific issues relating to the proposed property.

3.3 CONTRACT PROVISIONS:

1. **Service-**The District hereby agrees for a period beginning on the date of this Agreement to answer, subject to the restrictions below, any alarm for a structural fire or emergency medical response on the property described on Exhibit A, attached hereto and by this reference incorporated herein. The type of response shall be that as is deemed necessary by the officer in charge of the Fire District, responding companies answering any such alarm, the dispatcher, or other fire officer in command. This Agreement is specifically designed not to cover timber, forest, or field fires.
2. **Consideration-**
 - a. In consideration of the services to be rendered by District during the term of this Agreement, Landowner agrees to pay District a yearly fee. This fee shall be an amount equal to the current tax levy or

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- levies, including any local option taxes or bond assessments as approved by the voters of the District. The assessed valuation rate shall be determined as a rate per \$1,000 of assessed valuation on structures and 5 acres. Additionally, there shall be \$25.00 administrative fee to the determined amount.
- b. In situations where the residence is under construction or building permit is being applied for, a \$175.00 annual fee will be charged. This will continue until Lane County has posted a structural assessed value.
 - c. An invoice for the full amount will be sent by the District to Landowner in October of each year. The fee is payable in 30 days from invoice date for fire protection for the current year.
 - d. The District's initial invoice shall be sent upon Agreement execution, and shall be prorated to the 1st day of the month, in which this Agreement is executed, for the remaining portion of the calendar year. A nonrefundable administrative fee of \$300 for reimbursement of all costs incurred by District during the drafting and negotiation of this service Agreement is due at signing.
 - e. Failure to make payment by the due date will result in a late fee of \$100, and rebilling by District within one month after the annual fee due date.
 - f. Landowner's failure to pay any amounts unpaid shall be deemed a breach of this Agreement by Landowner. District may terminate service. All amounts owed under the full term of this Agreement shall be deemed an account stated and subject to District collection efforts through all available legal means.
3. **Duration-** This Agreement shall have an initial term of five (5) years. Unless one party notifies the other in writing, the term, at the discretion of the District, will renew for a period of an additional five (5) years. Obligations under this Agreement will terminate upon the District's annexation of the property. Obligations will further terminate by the District providing at least sixty (60) days' prior notice of its intent to terminate this Agreement, based upon the District's sole discretion relating to the continued availability of the District to respond to the contract area.
4. **Termination-** If the Landowner terminates, Landowner is not entitled to a refund of monies. The Landowner acknowledges the District may advise Landowner's insurance company and Lane County Building Department of the cessation of service. Any termination does not apply to nor impact the signed and recorded Consent to Annexation which shall remain in full force and effect, even after termination of this Agreement.

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5. **Prior Right-** Any fire suppression or related service shall be subject to the prior right of District to use any and all firefighting and emergency response equipment for the purpose of fighting fire or responding to an emergency within the corporate limits of the District, or any mutual aid agreement. It is agreed between the parties that the services to be provided by District under the terms of this Agreement are subject to the reasonable availability of personnel and equipment.

It is further understood between the parties that a percentage of the District's response to any emergency is by volunteers and that District shall only be required to respond with reasonable diligence, taking into consideration the type, quantity, and quality of firefighting, emergency response equipment, and personnel, paid or volunteer, which the District has available.

The District shall not be responsible to Landowner or anyone upon any property serviced by this Agreement for any damage incurred resulting from District's inability to successfully combat any fire or respond promptly to any emergency.

6. **Landowner's Obligations-** Landowner agrees as follows:
1. To make all payments as provided for under this Agreement.
 2. To provide an approved smoke and fire detection system as required by state law.
 3. To provide access to all dwelling sites which meet District's specifications per Oregon Fire Code.
 4. To allow the Fire Chief or the Chief's designee to conduct such fire and safety inspections as are deemed necessary for pre-fire planning and enforcement of the State Fire Marshal rules and State Fire Code.
 5. To advise District of any hazardous materials, including location and amounts of such materials at the time they are brought upon property, and further advise District upon their removal.
7. **Third Parties-** District or its contract service provider hereunder shall not be required to subject its personnel or equipment to hazards created or threatened by third parties.
8. **Release of Liability-** The parties agree that the individual officers, employees, volunteers and agents of District shall incur no liability for their failure to perform any of the duties of District under this Agreement. In case of fire or other emergency on Landowner's property, dispatcher and commanding officer shall exercise his or her judgment, based upon information received, in dispatching to property the amount and type of equipment and personnel as District has available. No error in judgment

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or action by the dispatcher or District shall create any liability on the part of any individual or District and shall not defeat District's right to compensation under this Agreement on the part of any individual, the District, or any contract service provider.

9. **Attorney's Fees-** If suit, action or arbitration is brought either directly or indirectly to rescind, interpret or enforce the terms of this Agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such proceeding, in trial and appellate courts, as well as costs and disbursements. Further, if it becomes necessary for District to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Landowner agrees to pay District's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by the losing party.

10. **Consent to Annex-** Landowner consents to annex to District at such time as annexation is initiated, required or requested by the Board of Directors of the District. This consent shall run with the land and be binding on, and shall apply to Landowner, its heirs, successors, or assigns.

3.4 TERMINATION OF SERVICES:

In the event of the property owner's failure to fulfill any obligations of the contract, including but not limited to failure to pay for services, the Board may exhaust all means necessary to recover any damages the Board deems recoverable.

Adopted: 02/21/2019

Revised:

Reaffirmed: