

RESOLUTION NO. CCIV (204)

A RESOLUTION AUTHORIZING A MUTUAL AID AGREEMENT BETWEEN CANBY RURAL FIRE DISTRICT NO. 62 AND THE CITY OF CANBY.


WHEREAS, the Canby City Council and the Board of Directors of Canby Rural Fire District No. 62 have negotiated a mutual aid agreement for better fire protection for the residents of both the rural and the City; and

WHEREAS, the City has the authority to control this local affair pursuant to the provisions of ORS 221.410 and the City's Charter; and the Rural Fire Board has the power to enter into said agreement pursuant to the provisions of ORS 476.855; and

WHEREAS, a public hearing on the question of approving such agreement was duly and regularly called and held commencing at the hour of 8:00 o'clock p.m. at the Canby City Hall on Monday, July 26, 1976, and the City Council after hearing and considering the proponents and opponents determined that the proposed mutual aid agreement is advisable, reasonable and in the best interests of the City and its residents; now, therefore, it is hereby

RESOLVED that the Mayor and City Recorder of the City of Canby make, execute and deliver in the name of and on behalf of the City of Canby a mutual aid AGREEMENT between the Canby Rural Fire District No. 62 and the City of Canby, a copy of which is attached hereto marked Exhibit "A" for identification purposes and by this reference thereto and its annexation hereto is hereby expressly made a part hereof.

Adopted by the Canby City Council at a regular meeting thereof this 2nd day of August, 1976.



PAUL N. ROTH - Mayor

ATTEST:



HAROLD A. WYMAN - City Recorder

AGREEMENT

THIS AGREEMENT is made by and between CANBY RURAL FIRE DISTRICT NO. 62, hereinafter called "District," and the CITY OF CANBY, hereinafter called "City."

WHEREAS, the Board of Directors of District and City Council are concerned for the welfare and well-being with respect to fire protection of the citizens of the City and the District, and

WHEREAS, both the District and the City feel it would be in the best interest of the respective constituents that fire protection for both the City of Canby and the Rural District be administered by one agency, and

WHEREAS, the Rural Fire Board is willing to accept the responsibility of administering a Fire Department that would serve both the City and the District, and

WHEREAS, both the City and District have items of equipment and property used in fire-fighting, now, therefore,

IT IS AGREED by the City Council of the City of Canby and the Board of Directors for the Canby Rural Fire Protection District as follows:

Rural Fire Protection District No. 62 will operate a good and sufficient fire department for the benefit of both the City of Canby and the Canby Rural Fire District. It is understood between the parties hereto that fire protection as maintained in the past shall be of an equal level under this Agreement, and that the Rural Board shall maintain a staff of paid personnel at the same level as now in existence together with all services and support organizations presently a part of the fire department as the same is now in existence.

Responsibilities of the Rural Board.

The Rural Board shall see to the maintenance and repair and upkeep of equipment now owned by them and to properly and

adequately insure said equipment.

The Rural Board shall also be responsible for all personnel matters, including the hiring and firing of personnel.

Rural shall keep an adequate accounting of all expenditures and be responsible for all financial transactions.

The following shall be the City's responsibilities:

To maintain their own equipment and insurance on same and to make all necessary repairs as the same shall be required and to maintain and keep adequate insurance on said equipment. In case of rolling stock, to adequately service and supply gas for the same. The Fire Department will notify when service is needed and will gas equipment as needed. Title to equipment of the respective parties entitled thereto shall remain in the respective parties.

The City and the Rural have agreed on a City Fire Department Budget for the current fiscal year, which if approved by the City voters would fund the payments which the City is to make to the Rural for the City's share of expenses relating to items and matters, except insurance and repairs. Payments to the Rural by the City shall be made monthly in a sum equal to one-twelfth (1/12) of the City's Fire Department Budget, and such payments for July, 1976, shall be made immediately upon voter approval of the City's Budget, and subsequent monthly payments shall be made on or before the 10th day of each month for the balance of the term of this Agreement. A separate City budget item or items to cover the City's necessary expenditures for equipment repairs and insurance is also being submitted for voter approval as a part of the City's General Budget, and no part of these items in that Budget is payable to the Rural for its performance of this Agreement. Any unexpended City funds are to be used as an offset to the City's requirement the next fiscal year.

Provided, always, however, that in the event there is a fire simultaneously in the City and the District, that the fire in the City shall receive first consideration, for the reason that due to the close proximity of buildings within the City, there is a greater danger of conflagration.

It is understood that Rural is purchasing another vehicle which will be used for fire protection purposes; and it is also understood that the City and Rural own jointly a 1974 Chevrolet automobile and a 1965 Ford pickup. Therefore, it is agreed that the City will assume all costs of maintenance, repair, upkeep, insurance and servicing of the 1974 Chevrolet automobile, and that Rural will assume all costs of maintenance, repair, insurance, upkeep and servicing of the 1965 Ford pickup and the 1976 Ford being purchased by Rural. FURTHERMORE, the parties own in common the main fire station real property at 230 S. Grant Street, Canby, Clackamas County, Oregon; and it is understood and agreed that Rural shall be responsible for the upkeep, maintenance and repair of said property, and City shall be responsible for paying its one-half share of such costs.

The effective date of this Agreement shall be July 1, 1976, and shall be for a term of one (1) year only, i.e., until July 1, 1977. This Agreement may be renewed or amended and renewed annually by written Agreement of the parties which must be made prior to July 1 of any renewal term; otherwise this Agreement shall terminate effective midnight June 30 of the fiscal year for which this Agreement then applies. If this Agreement is renewed for any subsequent fiscal year, the City and the Rural shall agree on a Budget for the operations of the Fire Department for such fiscal year and under the terms of this Agreement.

CANBY RURAL FIRE DISTRICT NO. 62

By: _____

CITY OF CANBY

By: Paul M. Roth
Mayor

ATTEST:

City Recorder