

RESOLUTION NO. 884

A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY (CITY) AND THE CANBY RURAL FIRE PROTECTION DISTRICT (DISTRICT) REGARDING SHARING RESOURCES AND SERVICES FOR FLEET MAINTENANCE.

WHEREAS, the City wishes to contract with the District to provide apparatus maintenance for the mutual benefit of both entities; and

WHEREAS, the City and District recognize a common purpose in providing consistent, comprehensive, and continuing services to the residents of the City and District; and

WHEREAS, the City and District believe that sharing resources and services will reduce cost, improve effectiveness and enhance efficient services to constituents; and

WHEREAS, The City is willing to provide said service under the terms and conditions of its proposed IGA dated October 13, 2004 attached hereto as Exhibit "A" and by this reference incorporated herein, now therefore; and

IT IS HEREBY RESOLVED by the City of Canby Council as follows:

1. That the attached IGA dated October 13, 2004, marked as Exhibit "A" and by this reference incorporated here, is adopted between the City and the District.
2. That the City Administrator is directed to take the necessary action to implement the terms of the said contract.

This resolution shall take effect on October 20, 2004.

ADOPTED this 20th day of October, 2004, by the Canby City Council.


Melody Thompson - Mayor

ATTEST:


Kimberly Scheaffer
City Recorder - Pro-Tern

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INTERGOVERNMENTAL AGREEMENT FOR SHARING RESOURCES AND SERVICES

This AGREEMENT is entered into pursuant to the authority granted in Chapter 190 of the Oregon Revised Statutes, by and between the Canby Rural Fire Protection District No. 62, herein after called "District", a fire protection district organized and existing under the Constitution of the State of Oregon and established pursuant to Oregon Revised Statute Chapter 478, and the City of Canby, hereinafter called "City", a municipal corporation organized and existing under the Constitution of the State of Oregon and established pursuant to Oregon Revised Statute Chapter 221.

This AGREEMENT is to provide for sharing of apparatus maintenance resources, training of Mechanics, and costs for services.

Whereas, the City and District recognize a common purpose in providing consistent, comprehensive, and continuing services to the residents of the City and District; and

Whereas, the City and District desire to provide effective and efficient services at the least total cost to constituents; and

Whereas, the City and District believe that sharing resources and services will reduce cost, improve effectiveness and enhance efficient services to constituents.

In consideration of those premises as generally recited

IT IS AGREED AS FOLLOWS:

1. STATEMENT OF PURPOSE

The common objectives of the City and District in entering into this Agreement are to provide apparatus maintenance services with greater efficiency.

2. JOINT ACTIVITIES

The City and District agree to work together on services provided as outlined below. In addition, the agencies agree to further develop the goals stated herein and explore other opportunities to share services.

2.1. SERVICES

- 2.1.1. The City agrees to make apparatus maintenance services available to the District for the Districts apparatus fleet, said service shall have priority due to the emergency nature of the apparatus usage. The agencies have agreed that in lieu of a regular per hour shop rate, the District would pay to the City an all-inclusive payment for labor. That payment will be paid quarterly with the first payment

being made on or before July 30th of each year, and there after on or before October 30, January 31, and April 30 of each year.

- 2.1.2. Both agencies agree that the all-inclusive labor charge shall be fixed at \$11,500 per year until June 30, 2007. However, if after July 1, 2005 circumstances arise that were not apparent or known at the time of the signing of this agreement, either agency may request to renegotiate the all inclusive labor charge.
- 2.1.3. The District agrees to reimburse the City for any parts or fluids used in providing maintenance services at the City's actual cost for parts or fluids.
- 2.1.4. The commencement date of this agreement shall be July 1, 2004.

2.2. TRAINING

- 2.2.1. Both parties agree to provide the necessary training required to certify the mechanics at the Emergency Vehicle Technician (EVT) level.
- 2.2.2. The District will pay for the tuition and/or travel costs associated with any training that is specific to fire or emergency medical vehicles. The City agrees to cover the personnel costs of the mechanics while they are attending such training.

2.3. GOALS

- 2.3.1. Both agencies agree that each has an interest in certifying the Mechanics to the EVT level and this goal should be accomplished as soon as funding is available. The funding for this training shall be as described in section 2.2 above.

3. INTERGOVERNMENTAL COMMUNICATION

Staff and/or administrative personnel of the parties shall meet together regularly to discuss issues of interest or concern to either party. Emergency meetings may be called upon agreement of both Agency Administrators as necessary.

4. TERM OF AGREEMENT

This Agreement shall be in effect for five (5) years. The Agreement shall continue thereafter on a quarterly basis until amended or extended in writing. Either party may terminate this agreement at any time for any reason by giving thirty (30) days advance written notice that it desires to do so.

5. **FORCED LIMITATIONS**

In the event there is state-wide legislation that is beyond the control of either party, which limits either property tax or the services provided by the City or District, this Agreement may be renegotiated. Renegotiating shall begin upon the written request of either party.

6. **LIABILITY**

Each party agrees solely to be liable for and hold the other harmless from any claims, actions or suits arising from its acts or those of its employees, officers, directors, agents, or volunteers in carrying out the purposes of this Agreement. Notwithstanding the above, each party to this Agreement agrees to maintain liability insurance for risks arising out of this Agreement, which covers the other party as an additional insured or, if self-insured, to provide coverage for those risks previously carried under the liability insurance policy of the parties.

7. **DISPUTE RESOLUTION**

Both parties recognize that interpretation of the terms or intent of this agreement may be challenged from time to time. Both parties agree to meet and discuss potential resolutions to this agreement prior to serving notice for breach or implementing procedures for termination.

8. **GENERAL PROVISIONS.**

Unless otherwise specifically prescribed in the Agreement, the following provisions shall govern its interpretation and construction: When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular include the plural.

9. **CAPTIONS.**

The paragraph captions and headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10. **AMENDMENT**

This Agreement may be amended only in writing upon the mutual consent of both parties.

This Agreement, entered into in duplicate original, is subscribed to by the following parties:

Subscribed this 20th day of October, 2004

CANBY FIRE DISTRICT #62

BY: 

Ronald Anderson, President

BY: 

Ted R. Kunze, Fire Chief

APPROVED AS TO FORM:


Legal Counsel

Subscribed this 20th day of October, 2004

CITY OF CANBY, OREGON

BY: 

Melody Thompson, Mayor

BY: 

Mark Anderson, City Administrator

APPROVED AS TO FORM:


Legal Counsel
