

## RESOLUTION NO. 891

**A RESOLUTION ADOPTING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF CANBY (CITY) AND GENERAL CANBY DAYS, INC., A NON-PROFIT CORPORATION, FOR THE PURPOSE OF COORDINATING THE GENERAL CANBY DAYS 4<sup>TH</sup> OF JULY CELEBRATION AND REPEALING RESOLUTION NO. 815.**

**WHEREAS**, the City wishes to enter into an agreement with General Canby Days, Inc., a non-profit corporation, to coordinate and provide for the 4<sup>th</sup> of July celebration for the citizens of Canby, Oregon each year; and.

**WHEREAS**, the City and General Canby Days, Inc., recognize a common purpose in providing consistent, comprehensive, and continuing services to the residents of the City for the 4<sup>th</sup> of July celebration; and

**WHEREAS**, both the City and General Canby Days, Inc., are willing to coordinate and provide service under the terms and conditions of the proposed interagency agreement attached hereto as Exhibit "A" and by this reference incorporated herein; and

**WHEREAS**, General Canby Days, Inc., is now a non-profit corporation and is no longer an advisory body to the City of Canby as set out in Resolution No. 815, it is no longer necessary for Resolution No. 815 to exist; now therefore

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

1. That the attached Interagency Agreement, marked as Exhibit "A" and by this reference incorporated here, is adopted between the City and General Canby Days, Inc..
2. That Resolution No. 815 is hereby repealed.

This resolution shall take effect on March 2, 2005.

ADOPTED this 2<sup>nd</sup> day of March, 2005, by the Canby City Council.

  
Melody Thompson - Mayor

ATTEST:

  
Kimberly Scheaffer, City Recorder - Pro-Tem

## **CITY OF CANBY**

### **INTERAGENCY AGREEMENT**

This agreement is entered into between the CITY OF CANBY, hereinafter referred to as "CITY", a municipal corporation, and General Canby Days, Inc., a non-profit corporation, hereinafter called "SERVICE AGENCY". This agreement is made and entered into between these parties on the date of the latest of the signatures hereto.

The purpose of this Agreement is to enable the SERVICE AGENCY to provide services for CITY citizens as described below:

#### **I. SCOPE OF SERVICES:**

##### **SERVICE AGENCY SHALL:**

1. Fund, plan and promote public interest in and execute the General Canby Day 4<sup>th</sup> of July related activities each year. The majority of celebration shall be located in the area from N. First Street, north to and including N. Fifth Street between N. Holly Street and N. Grant Street. However, the parade, fireworks display and other General Canby Day activities may be held outside these boundaries. The route for the parade is to be approved by the Canby Police Department.
2. Coordinate the event with representatives of the City staff regarding location, times, legal and insurance issues.
3. Establish by-laws and obtain 501 C 3 non-profit status.
4. Raise all funds for the event.
5. May charge reasonable fees for participants. Fees will be charged equally and fairly to all participants, but may be waived for non-profit groups who wish to participate. Unpermitted vendors may be prohibited by the SERVICE AGENCY from the area described above if no fee is paid to participate.
6. Create and work within an annual budget.
7. Maintain records and account for all funds received following generally accepted accounting practices. Records shall be made available for the City to review upon request.
8. Establish a grievance policy and work with the public on grievances regarding the event.

9. Meet annually with the City to report on the event and review any problems that arose.

**CITY SHALL:**

1. Provide additional police services to the event if requested by the SERVICE AGENCY. Police services will be at no charge if previously budgeted for and approved by the City and funds are available to cover the cost of services.
2. Waive fees normally charged by the City in accordance with City's policy of waiving fees for non-profit organizations.
3. Support the SERVICE AGENCY and the event consistent with the terms of this agreement.
4. Forward any grievances to the SERVICE AGENCY for resolution.
5. Notify the SERVICE AGENCY by way of application, at least one month prior to the event of participation of the Mayor and Council in the parade. Council and Mayor will provide their own drivers for the parade, unless other arrangements are made.

II. **INDEMNITY:** The SERVICE AGENCY shall indemnify, save, and hold harmless the CITY and all of its agents and employees from any and all claims for losses, injuries, damages and liabilities to persons participating or otherwise involved in sanctioned SERVICE AGENCY activities occasioned wholly or in part by the acts or omissions of the SERVICE AGENCY, its agents, officers, and employees while using CITY facilities or otherwise while performing its activities in agreement with the CITY. CITY employees acting in the course of CITY employment injured as a result of their own actions are excepted from indemnity from the SERVICE AGENCY.

III. **INSURANCE:** SERVICE AGENCY shall provide a liability insurance policy naming the CITY as an additional insured in an amount of at least one million dollars (\$1,000,000), combined single limit including bodily injury and property damage. Such insurance provided by the SERVICE AGENCY, and naming the CITY as an additional insured, is for coverage related to liability for acts or omissions of SERVICE AGENCY and volunteers and participants which arise during SERVICE AGENCY activities, and which is occasioned wholly or in part by the acts or omission of the SERVICE AGENCY, its agents, officers, participants, and employees while using CITY

facilities or otherwise performing its activities in agreement with the CITY.

- IV. **BREACH OF CONTRACT:** In the event of any breach of any of the terms or provisions of this AGREEMENT, the CITY shall have, in addition to any other recourse, the right to immediately terminate this AGREEMENT, to enter and obtain possession of any CITY owned facilities being utilized by the SERVICE AGENCY under this AGREEMENT.
- V. **INSPECTION BY CITY:** The CITY shall have the right to inspect SERVICE AGENCY records at any reasonable time with prior reasonable notice to ensure compliance with this AGREEMENT.
- VI. **SAVINGS:** Should any provision of this AGREEMENT be found to be in conflict with any Federal law, State statute, or final decision of any court of competent jurisdiction, said provision shall be modified to comply with said law or decision, but all other provisions of this AGREEMENT shall remain in full force and effect.
- VII. **AMENDMENT BY MUTUAL AGREEMENT:** The parties hereto may, upon mutual agreement, amend the terms and conditions herein.
- VIII. **TERMINATION:** Either party may terminate this AGREEMENT upon thirty (30) days prior written notice, with or without cause.

IN TESTIMONY of which, this AGREEMENT has been executed on behalf of the CITY by its Mayor and attested by its City Administrator and has been executed by or on behalf of the above named SERVICE AGENCY on this 2 day of March (month), 2005 (year).

SERVICE AGENCY:

Lila Holtman (name)

Chairperson (title)

Date: MARCH 7 2005

CITY OF CANBY:

Melody Thompson  
Mayor  
Mark C. Adcock  
City Administrator

Date: 3/7/05