

RESOLUTION NO. 1902

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REYNOLDS SCHOOL DISTRICT AND THE CITY OF TROUTDALE, TO ALLOW THE CITY TO PURCHASE FUEL THROUGH THE SCHOOL DISTRICT.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. That it is a financial benefit for the City to purchase fuel through the Reynolds School District, being good stewards of taxpayer monies.
2. That it is a benefit to Reynolds School District to have law enforcement presence at their facility, providing additional security.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The Mayor is hereby authorized to sign Attachment A, the Intergovernmental Agreement allowing the City to purchase fuel from the Reynolds School District.

YEAS: 7


NAYS: 0

ABSTAINED: 0



Paul Thalhofer, Mayor
September 12, 2007

Date



Debbie Stickney, City Recorder

Adopted: September 11, 2007

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into and effective as set forth herein, by and between the Cities of Fairview, Troutdale, and Wood Village, Oregon municipal corporations (hereinafter "City" or collectively "Cities"), and the Reynolds School District, an ORS ch. 332 school district (hereinafter "District").

RECITALS

WHEREAS, District maintains a vehicle fuel station at its bus facility yard, ("Bus Yard Fuel Facility") and acquires fuel at the RACK price (wholesale), which is generally significantly less than the price paid at the retail outlets by the Cities for the fueling of Cities' vehicles; and

WHEREAS, Cities desire to have access to and acquire fuel from the Bus Yard Fuel Facility in order to achieve cost savings for their respective cities and District is willing to allow Cities access to the Bus Yard Fuel Facility and to acquire, the fuel for their vehicles;

NOW, THEREFORE, pursuant to the authority provided in ORS 190.010 and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Fuel Costs. District shall sell Cities fuel at the Bus Yard Fuel Facility, for the sole and exclusive use of City owned vehicles and/or private vehicles being used for City authorized travel, at the cost of \$.03 per gallon more than the District's cost for such fuel.

2. Access to Bus Yard Fuel Facility. District shall allow access to the Bus Yard Fuel Facility by City authorized employees and agents for purposes of obtaining fuel. Cities shall provide District with the names of their authorized employees and agents who may access the Bus Yard Fuel Facility to acquire fuel for City vehicles. District shall provide Cities with necessary keys and/or card locks for entering the Bus Yard and accessing the fuel at the Bus Yard Fuel Facility. All City authorized employees and agents accessing the Bus Yard Fuel Facility pursuant to this Agreement shall access the Bus Yard only during those times permitted by District and shall comply with all applicable District safety rules and regulations.

3. Billing and Payment. Cities' authorized employees and agents shall record all fuel obtained in accordance with this Agreement on forms and in a manner required by District. Not later than the fifth day of each month District shall compile all fuel acquisitions for each City for the preceding month and submit to each City a billing for such fuel acquisitions. Each City shall pay the amount owed within not more than thirty (30) days from receipt of billing by District. District, at its sole discretion may deny a City access to the Bus Yard Fuel Facility upon failure by the City to timely pay the amount owed, and until such time as payment is made.

4. Term. The initial term of this Agreement shall be from its effective date to June 30, 2010, and shall automatically continue thereafter on an annual July 1 to June 30 term, until terminated consistent with this Agreement.

5. Effective Date and Right to Terminate. This Agreement shall become effective on the last date signed by one of the parties. Any or all of the Cities and/or the District may terminate this Agreement on July 1st of any year, by providing written notice of intent to terminate the Agreement by not later than April 1 of that year.

6. Hold Harmless and Indemnification. District and Cities shall hold harmless and indemnify the others, their officers, agents and employees, for the negligent acts, actions or omissions to act of their respective entities, officials, employees, and agents in regards to their exercise of their respective rights and responsibilities under this Agreement, subject to limits of the Oregon Tort Claims Act and the Oregon Constitution.

7. Remedies. District shall notify Cities in writing of any violation of term or provisions of this Agreement, including but not limited to unauthorized access by City employees or agents and violation of any District safety rules. City shall have 10 calendar days from the date of its receipt of notification to cure the violation and if a City does not cure such violation(s) District may immediately terminate this Agreement with the violating City.

CITY OF FAIRVIEW

By: 

Date: Sept. 21, 2007

REYNOLDS SCHOOL DISTRICT

By: 

Date: 10/04/07

CITY OF TROUTDALE

By: 

Date: September 13, 2007

CITY OF WOODVILLAGE

By: 

Date: September 20, 2007