

RESOLUTION NO. 93- 1804

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FIVE YEAR AGREEMENT WITH THE NEWBERG RURAL FIRE PROTECTION DISTRICT FOR THE PROVISION OF FIRE SERVICES TO THE RURAL FIRE DISTRICT

WHEREAS, the City of Newberg has had a cooperative working relationship with the Rural Fire District for many years; and

WHEREAS, the City values its relationship with the Rural Fire Protection District and desires to continue the cooperative working relationship; and

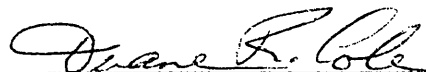
WHEREAS, the City and Rural Fire Protection District have in the past entered into a contract defining the relationship and services to be provided to the Rural Fire Protection District; and

WHEREAS, the Rural Fire Protection District plans to purchase a Fire Engine that would be owned by the Rural Fire Protection District and equipped by the City of Newberg; and

WHEREAS, the term of the lease shall begin on July 1, 1994 and end on June 30, 1999.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newberg that the Mayor is hereby authorized to enter into a five year agreement to provide fire protection services to the Rural Fire Protection District by the City of Newberg.

DATED this 6th day of July, 1993.


Duane R. Cole - City Recorder

1994-99 FIRE PROTECTION CONTRACT

THIS AGREEMENT, made and entered into by and between the CITY OF NEWBERG, a municipal corporation, Yamhill County, Oregon, herein called the CITY, and the NEWBERG RURAL FIRE PROTECTION DISTRICT of Yamhill County, Oregon, herein called the DISTRICT, and

WHEREAS, the CITY is a regularly incorporated city of the State of Oregon and maintains fire fighting equipment and a force of people to man same, and the DISTRICT is a Rural Fire Protection District and provides some fire fighting equipment for lease to the CITY and was organized for the purpose of furnishing to its electorate fire protection under the provisions of ORS Chapter 478; and

WHEREAS, during the period of time covered by this contract, the DISTRICT will be purchasing a fire engine pumper truck for lease to the CITY; and

WHEREAS, the DISTRICT, in order to purchase the fire truck, will have to commit itself to certain lease/financing commitments that will impact the DISTRICT'S ability to pay the CITY for fire protection; and

WHEREAS, the CITY agrees that it is in the best interests of the CITY and the DISTRICT that the CITY lease the fire truck and accommodate the DISTRICT in the DISTRICT'S purchase in setting the rate structure for fire protection; and

WHEREAS, negotiations have been had between the CITY and the DISTRICT; NOW, THEREFORE,

In consideration of the mutual agreements herein contained, and the payments herein provided, said parties agree as follows:

1. The CITY shall, upon notice by telephone or otherwise, afford any fire prevention and protection and emergency aid that can be reasonably furnished by the CITY for the protection of the property in the DISTRICT'S area, it being understood that the CITY shall have first claim upon its own fire fighting and rescue equipment and that the claim of the DISTRICT shall be secondary to the necessities of the CITY in protecting its own property; also, that the CITY shall at all times reserve and hold within said CITY one unit of motorized fire fighting equipment. It is understood that the CITY shall provide adequate personnel accompanying motorized equipment. Provided, further, that in the event that the CITY should find it impossible to properly man such equipment when called for use in said DISTRICT from the volunteer fire department of the CITY then and in that event, the DISTRICT shall have the right to man equipment hereunder for the DISTRICT called from such personnel as the DISTRICT may be able to secure and who are satisfactory to the Fire Chief of

the CITY. In addition, the CITY shall use its best efforts to maintain all existing mutual aid agreements with surrounding fire departments.

2. The CITY's dispatchers, the Commanding Officer of the Fire Department or any unit thereof, shall exercise judgment from the information received as to the amount and type of equipment which may be spared from the CITY at the time, and the amount and type of equipment to be dispatched to said DISTRICT, and no faulty judgment or ill-advised action on the part of said dispatcher or Commanding Officer of the Fire Department or unit thereof, shall create any liability against that individual or against the CITY or defeat the right of the CITY to compensation as herein provided.
3. Subject to the conditions set forth in paragraphs 4 and 5, the parties hereto agree that the DISTRICT shall, in its regular budgets and levies in the fiscal years 1994 through 1999, make tax levies for fire protection and agrees to pay the CITY the sum of \$1,009,869.00.

The sum shall be paid in the following manner and time, to-wit:

Fiscal year 1994-1995	\$185,520.00
Fiscal year 1995-1996	\$193,405.00
Fiscal year 1996-1997	\$201,624.00
Fiscal year 1997-1998	\$210,193.00
Fiscal year 1998-1999	\$219,127.00

Provided, that each of the above annual sums shall be paid at the rate of 30 percent on or before January 5, and an additional 40 percent on or before April 5, and the balance of 30 percent by June 5 of each year. Provided, further, that payment as heretofore stated shall at no time be in excess of taxes received for the current fiscal year, less \$5,000.00.

4. In the event the DISTRICT purchases the fire truck referred to above, the CITY shall at the time of purchase pay to DISTRICT an initial lease payment of \$20,000; and the CITY further agrees that the rates stated in paragraph 3 shall not be in excess of taxes received for the current fiscal year, less \$5,000 and less any lease payments, debt payments, or any other financing charges that the DISTRICT is obligated to pay for the purchase of the fire truck. The DISTRICT agrees to thereafter lease the fire truck to the CITY for One Dollar and no/100 (\$1.00) per year. A more detailed lease shall be executed by the parties when the DISTRICT has obtained possession of the fire truck.
5. The DISTRICT shall, at its discretion, have the authority to require that the CITY reduce the contract amount and payments in an amount equal to the

proportionate loss of DISTRICT tax revenues due to annexation of DISTRICT industrial properties into the City of Newberg.

6. Either party may request that the terms of figures of the contract be renegotiated by giving the other party thirty days written notice of their intention to renegotiate the contract provisions. In order for the results of such renegotiation to be effective, they must be agreeable to both parties and be set down in writing, attached to this contract, and signed by both parties.
7. This contract shall be in full force and effect commencing as of July 1, 1994 and terminating June 30, 1999, it being the purpose and intent of the agreement that it shall be renewable as experience determines the propriety of the levy and the services.
8. Failure of either party at any time to require performance of any provisions of this contract shall not limit the party's right to enforce the provision, nor shall any breach of any provision constitute a waiver of any succeeding breach of that provision or waiver of that provision itself.
9. In the event of termination of this contract, the lease agreements for fire fighting equipment between the CITY and the DISTRICT shall likewise terminate at the option of either party.
10. The CITY and the DISTRICT shall each undertake reasonable efforts to establish a replacement schedule for their own equipment that is compatible with reasonable equipment life expectancy.

IN WITNESS WHEREOF, the parties hereby have caused these presents to be executed by their officers thereunto duly authorized this 20th day of ~~July~~ ^{SEPTEMBER}, 1993.

CITY OF NEWBERG



Donna Proctor - Mayor



Duane Cole - City Recorder

NEWBERG RURAL FIRE
PROTECTION DISTRICT



Stan Gribler - Chairman



John L. Fawcett
Secretary/Treasurer