

CITY OF NEWBERG
INTERGOVERNMENTAL AGREEMENT

between
CITY OF NEWBERG
and
YAMHILL RURAL FIRE PROTECTION DISTRICT OF YAMHILL, OREGON

FOR PURCHASING FIRE ENGINE 29
FROM THE NEWBERG FIRE DEPARTMENT

This AGREEMENT is made and entered into this 3rd day of December, 2001, by and between the following parties:

CITY OF NEWBERG,
an Oregon Municipal Corporation
414 East First Street
PO Box 970
Newberg, OR 97132
(503) 537-1230
hereinafter referred to as "City"

YAMHILL FIRE
PROTECTION DISTRICT,
275 South Olive
Yamhill, OR 97148
(503) 662-4653
hereinafter referred to as "District"

Recital:

1. **District** is purchasing a 1977 Ford L-900 (Engine 29), ID# F91LVY90951 from the City of Newberg in the amount of \$7,800.00.
2. Engine 29 is described as follow:
1977 Ford L-900 with a 534 cubic inch gasoline motor and five speed manual transmission with a two speed rear end, 1250 GPM front-mount pump, 1000 gallon tank, and two one-inch booster reels. No additional firefighting equipment is provided and the engine is sold "as is."
3. The engine was advertised for sale for \$15,000.00 for several months with absolutely no response.
4. The **City's** intention was to advertise in a national publication for a greatly reduced price. The offer of \$7,800.00 is a fair offer and saves the **City** the cost of a national publication and assists another Oregon fire protection district.

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.

1. **Sold As Is:** This piece of fire department apparatus known as Engine 29 is sold "As Is," where it is, and with no warranty.
2. **Specialized Training:** The **District** recognizes that this apparatus requires specialized training and that the **City** has not offered this training and is not

providing such training.

3. **Funds for Purchase:** The funds for purchasing the apparatus are provided by Stewart-Stiles Trucking, Inc. Stewart-Stiles Trucking, Inc. has paid \$7,800.00 via check to the **City** and the **City** acknowledges receipt of these funds.
4. **Indemnification:** Each party is a public entity. The government entities shall indemnify and defend the other party including Stewart-Stiles Trucking from any claims, loss, or liability arising out of or relating to the sole negligence of that party and/or that party's agents, officers, or employees.
5. **Liability:** The **City** and Stewart-Stiles Trucking, Inc. are not liable in any way for the fire apparatus condition once it is delivered to **District**.
6. **Complete Agreement:** This constitutes the complete agreement between the parties. No further representation or warranties have been made and neither party is relying on any other representations as to the condition of the apparatus or the ability of the apparatus to meet any service demands.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

CITY OF NEWBERG

DISTRICT

By: Terrence D. Mahr 12/3/01
Terrence D. Mahr, Manager Pro Tem Date

By: William Spurling 12/3/2001
Bill Spurling, Assistant Fire Chief Date

By: Michael B. Sherman 12-3-01
Michael Sherman, Fire Chief Date

Approved as to form & content:

Terrence D. Mahr

Terrence D. Mahr, City Attorney

Agreement - Stewart-Stiles Trucking, Inc. has agreed to furnish the funds provided for in this agreement and has tendered the funds to the City to be used to purchase Engine 29:

John E. Davis
John Davis, President
Stewart-Stiles Trucking, Inc.
495 North Holladay Street
Cornelius, OR 97113
(503) 357-8238

12-3-01
Date