

RESOLUTION No. 2016-3305

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE
FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
WITH TUALATIN VALLEY FIRE & RESCUE FOR PROVISION OF FIRE
AND EMERGENCY MEDICAL SERVICES**

RECITALS:

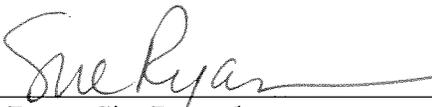
1. Oregon Revised Statue 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have authority to perform.
2. The City and Tualatin Valley Fire and Rescue (TVF&R) have entered into an intergovernmental agreement (IGA) as authorized by Resolution 2016-3254.
3. In implementing the IGA, both parties recognized certain amendments were necessary; specifically, to adjust the amount of compensation, add language to comply with Yamhill County Ordinances requirements for transfer of the ambulance service, and correct exhibits showing the assigned leases of equipment owned by the Newberg Rural Fire Protection District.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

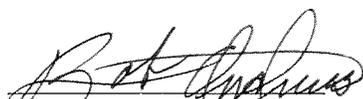
1. The City Manager is hereby authorized to execute the First Amendment to the Intergovernmental Agreement between the City and Tualatin Valley Fire & Rescue, substantially in the form attached as Exhibit "A" and by this reference incorporated.
2. The First Amendment to the Intergovernmental Agreement between the City and Tualatin Valley Fire & Rescue shall be subject to the review and approval of the City Attorney as to form and content.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: June 21, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 20th day of June, 2016.


Sue Ryan, City Recorder

ATTEST by the Mayor this 22nd day of June, 2016.


Bob Andrews, Mayor

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR FIRE AND EMERGENCY SERVICES

THIS FIRST AMENDMENT is made and entered into by and between the City of Newberg, a municipal corporation (hereafter "City"), acting under authority of the City Charter, and Tualatin Valley Fire and Rescue, a Rural Fire Protection District (hereafter "District").

WHEREAS, the City and District entered into an Intergovernmental Agreement (hereinafter "Agreement") effective March 1, 2016 providing for the functional consolidation of fire and emergency services, and subcontracting of the Newberg Ambulance Service Area ("Newberg ASA") to the District, and;

WHEREAS, during the course of implementing the Agreement it has now been determined by City and District that the Agreement shall be amended to 1) adjust the amount of compensation due to one employee of the City not transferring, 2) effect a transfer of the Newberg ASA to the District, and 3) to correct, and for the District to accept, the equipment leases assigned by the City to the District.

NOW, THEREFORE under the contractual authority of ORS Chapter 190, it is agreed between the parties:

1. **Effective Date.** This Amendment shall become effective July 1, 2016.
2. **Amendment to Agreement.**
 - a. **Compensation, Page 2, Paragraph 2, Lines 14 to 21, which reads:**

In consideration for the services to be provided by the District, and the other terms and conditions of this Agreement, the City agrees to pay the District \$4,942,608 for the first 12-month period commencing on July 1, 2016 which is inclusive of a \$500,000 ASA transition funding loan and ending June 30, 2017 and \$3,482,238 which is inclusive of the \$500,000 ASA funding loan repayment for the second 12-month period commencing on July 1, 2017 and ending on June 30, 2018. This \$500,000 ASA transition funding is intended to address the collection lag time in ASA revenues billed after July 1, 2016 after transfer of the ASA to the District from the City.

Shall be deleted in its entirety and replaced with the following:

In consideration for the services to be provided by the District, and the other terms and conditions of this Agreement, the City agrees to pay the District \$4,832,983 for the first 12-month period commencing on July 1, 2016 which is inclusive of a \$500,000 ASA transition funding loan and ending June 30, 2017 and \$3,366,703 which is inclusive of the \$500,000 ASA funding loan

repayment for the second 12-month period commencing on July 1, 2017 and ending on June 30, 2018. This \$500,000 ASA transition funding is intended to address the collection lag time in ASA revenues billed after July 1, 2016 after transfer of the ASA to the District from the City.

b. **Administration, Page 5, Paragraph 2, Lines 8 to 12, which reads:**

The City will be responsible for notifying Yamhill County of the subcontracting of the Newberg ASA and will submit this written Agreement to the Administrator of the Yamhill County ASA Ordinance prior to July 1, 2016. If the parties determine that it is in their best interests to proceed with annexation, the parties will work together to effect the transfer of the Newberg ASA to the District.

Shall be deleted in its entirety and replaced with the following:

The parties agree that the District shall apply for, and the City agrees to, a transfer of the Newberg ASA to the District. In the event that the parties determine not to pursue annexation of the territory within the City to the District for purposes of fire and emergency services, the parties shall work together to transfer the Newberg ASA back to the City, and the District warrants that it will support and not interfere with a transfer back to Newberg.

The District agrees to accept the rates currently established by the City for ambulance services for the 2016-2017 and 2017-2018 fiscal years.

c. **Vehicles, Apparatus and Maintenance, page 8 shall add the following paragraph:**

The leases which are exhibits to Exhibit A of the Agreement are incorrect because the parties to Exhibit A entered into new leases dated October 18, 2011, including replacement of the original equipment. The City has obtained, and the District accepts, the attached Agreement for Assignment of Fire Equipment Leases dated July 1, 2016, and the leases identified in the assignment.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties by the signatures of their authorized representatives have executed this Agreement effective July 1, 2016.

Tualatin Valley Fire and Rescue:

By: _____
Gordon Hovies, President

Brian Clopton
Secretary-Treasurer

By Board Action Dated: _____

City of Newberg:

By: _____

By Council Action Dated: _____

AGREEMENT FOR ASSIGNMENT OF FIRE EQUIPMENT LEASES

DATED: July 1, 2016
LESSOR: Newberg Rural Fire Protection District
LESSEE: City of Newberg
ASSIGNEE: Tualatin Valley Fire and Rescue

THIS AGREEMENT AND ASSIGNMENT is entered into by and among the Newberg Rural Protection District, a rural fire protection district; the City of Newberg, a municipal corporation; and Tualatin Valley Fire and Rescue, a rural fire protection district.

Recitals:

1. Lessor is a rural fire protection district, a special district of the State of Oregon.
2. Lessee is a municipal corporation of the State of Oregon.
3. Assignee is a rural fire protection district, a special district of the State of Oregon.
4. Lessor and Lessee have entered into the following leases of fire equipment all of which were dated October 18, 2011, including replacement of the original equipment:
 - a. Lease of Water Tender Unit 45. [5-345, 2012 Freightliner Water Tender]
 - b. Lease of Brush Unit 35. [5-335, 2008 Ford F550 Light Brush]
 - c. Lease of Brush Unit 31. [5-331, 2004 Ford F550 Light Brush]
 - d. Lease of Fire Engine 23. [5-123, 1994 Ford L9000 Pumper]
5. Under the terms of each lease, Lessee may not assign the lease or the fire equipment without lessor's written consent first had and obtained.
6. Lessee and Assignee have entered into an intergovernmental agreement (hereinafter "IGA") for fire and emergency services, effective July 1, 2016.
7. Under the terms of the IGA, the leases and equipment will be assigned.
8. Lessor has been kept informed of the negotiations which resulted in the IGA and desires to assign the above leases to Assignee.

Assignment:

NOW, THEREFORE, under the contractual authority of ORS Chapter 190, it is agreed between the parties:

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AGREEMENT FOR ASSIGNMENT OF FIRE EQUIPMENT LEASES

July 1, 2016

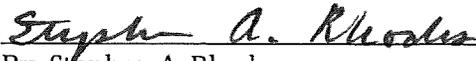
The four leases, each and every one, referred to in paragraph 4 in the above Recitals, are hereby assigned to Assignee, for the duration of the IGA and subject to the duties and obligations of the IGA. Assignee agrees to fully comply with all lease terms and obligations as if acting on behalf of Lessee.

NEWBERG RURAL FIRE PROTECTION DISTRICT



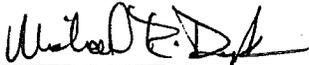
By: Christina Boenisch
Its: President

CITY OF NEWBERG



By: Stephen A. Rhodes
Its: City Manager Pro Tem

TUALATIN VALLEY FIRE AND RESCUE



By: Michael R. Dyck
Its: Fire Chief

AGREEMENT FOR ASSIGNMENT OF FIRE EQUIPMENT LEASES

July 1, 2016