

**RESOLUTION 2012-14**

**A RESOLUTION ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE GARIBALDI RURAL FIRE PROTECTION DISTRICT TO PROVIDE FIRE PROTECTION SERVICES**

**WHEREAS**, the Garibaldi Fire Department has been providing fire protection services to the Garibaldi Rural Fire Protection District (GRFPD) for many years through intergovernmental agreements; and,

**WHEREAS**, the City of Garibaldi and the GRFPD wish to continue this arrangement pursuant to ORS 190; and,

**WHEREAS**, the GRFPD have considered and approved this agreement during their regular business meeting on June 5, 2012; and,

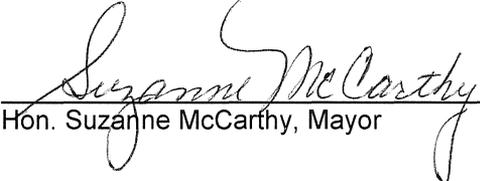
**WHEREAS**, this agreement has been reviewed by the City Manager, the City Attorney and the Fire Chief, who have found the agreement to be acceptable and in the best interests of the City,

**NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF GARIBALDI RESOLVES AS FOLLOWS:**

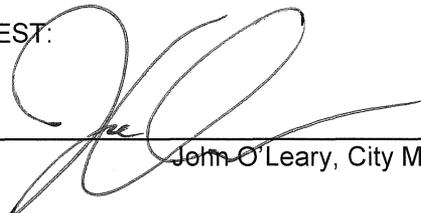
**Section 1.** The Mayor and City Manager are hereby authorized to sign the Intergovernmental Agreement (IGA) with the GRFPD, which is attached as **Exhibit A** and incorporated by reference into this resolution, on behalf of the City of Garibaldi.

**Section 7.** This resolution is effective on the date of adoption.

**PASSED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR**, this 18<sup>th</sup> day of June, 2012.

  
\_\_\_\_\_  
Hon. Suzanne McCarthy, Mayor

ATTEST:

  
\_\_\_\_\_  
John O'Leary, City Manager

Attached **Exhibit A** – Intergovernmental Agreement between the City of Garibaldi and the Garibaldi Rural Fire Protection District

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF GARIBALDI AND THE GARIBALDI RURAL FIRE PROTECTION DISTRICT**

THIS AGREEMENT is between the CITY OF GARIBALDI, an Oregon municipal corporation (hereinafter "City"), and the GARIBALDI RURAL FIRE PROTECTION DISTRICT, an Oregon special district (hereinafter "District").

**RECITALS:**

1. City has been providing fire protection to the District for many years through a series of annual agreements.
2. City and District acknowledge that they have authority to execute this agreement pursuant to the City's municipal charter, the District's authority under ORS Chapter 478 and pursuant to ORS Chapter 190.
3. The District agrees to collaborate with the City in seeking additional funds (i.e. grants) for fire vehicle replacement and explore formation of a joint Fire District that will equally assess costs to all citizens in the District and City.
4. "Fire protection services" includes any emergency services provided by the City's fire department including, but not limited to, structural fire suppression, urban-interface wildland fire protection, motor vehicular accident response, emergency medical response, search and rescue, and public safety investigations.
5. References to "vehicle(s)" mean response vehicles and apparatus used by the Garibaldi Fire Department for the purpose of fire protection services.
6. Tillamook County Emergency Management (hereinafter "Dispatch") is recognized by the City and the District as the primary reporting agency for the request of fire protection service within the District.
7. "Fire Chief" refers to the City's designated Fire Chief. This person is an employee and agent of the City of Garibaldi, and answers to the City Manager of the City of Garibaldi on all operational policy issues relevant to City's Fire Department. This person is not an employee of the District, is not directed by the District in any way.

**NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. PURPOSE: The purpose of this Agreement is to provide fire protection services to the District by the City.
2. FIRE PROTECTION SERVICE: City shall provide District fire protection services through the City's fire department volunteers and paid personnel, the City's fire equipment and facilities, and the City's Mutual Aid Agreements with other cities and fire districts. District agrees that the level of service provided at any time is limited by the availability of the City's fire department resources at that time.
3. STANDARD OF SERVICE: Based upon the information received from Dispatch, other reporting agencies, or the general public, the Fire Chief or his/her designee shall, solely in their judgment, provide equipment and personnel sufficient for the purpose of providing fire protection service to the District within the abilities of the personnel, equipment and resources available to the City. District authorizes the Fire Chief to enforce all applicable local and State laws and regulations. District shall not interfere with the application or enforcement of laws and regulations by the Fire Chief within the District. The Fire Chief is expected to make recommendations to the District on policy adoption intended to facilitate the highest and best

level of fire protection service to the District; however, adoption of District policy is solely at the discretion of the District board.

4. PAYMENT BY DISTRICT: For the services provided under this Agreement, District shall pay a sum to the City equal to all revenues received by District from real property taxes, including previously levied taxes estimated to be received. District agrees to remit payments in three installments; the first to be a sum equal to one-half of the budgeted real property tax resource, and is due on January 15 of each year; the second to be a sum equal to the remaining amount received, including additional taxes received in excess of budgeted amounts and is due on June 15; the third to be in the amount collected by the Tillamook County Assessor for the current fiscal year, but not dispersed to the District within the current fiscal year, and is due to the City by July 31. Upon request, the District will provide the City a copy of their approved budget and in-lieu-of-audit report to the Oregon Secretary of State.

5. BUDGETED RESERVES FOR VEHICLE REPLACEMENT: Except for funds budgeted by the District for operation and maintenance, and for payment of service described in Section 4 of this agreement, the District shall budget any remaining resources to the District's Truck Fund. Upon request, and prior to January preceding the relevant fiscal year, the District will budget the expenditure of these funds in the amount stipulated by the City, but not to exceed the amount of funds available in the District's Truck Fund at the time of the request. Upon request by the City, the District will remit the no more than the amount budgeted by the District, and no less than the amount requested by the City, to the City for the purchases described to the District by the City.

6. INSURANCE COVERAGE: City will list District as additionally insured participants with respect to liability arising out of operations by or on behalf of the City. City agrees to insure the District's facilities and vehicles used by the City for the purpose of providing fire protection services. The City will determine, at its own discretion and with the permission of the District, which vehicles and facilities owned by the District are to be used by the City for providing fire protection services. City will not insure the District's officers or employees for personal liability, workers compensation or health.

7. TERM OF AGREEMENT: This Agreement shall begin July 1, 2012, and terminate on June 30, 2015. The parties may extend this Agreement by both parties executing an extension agreement prior to June 30, 2015. This agreement may be amended, extended or re-negotiated through mutual written agreement of the parties at any time.

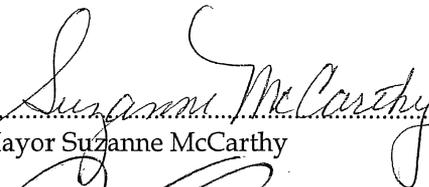
8. EFFECTIVE DATE: This agreement shall be effective on July 1, 2012.

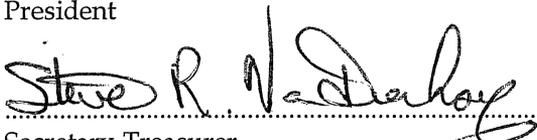
IN WITNESS WHEREOF, the parties have signed this agreement in duplicate.

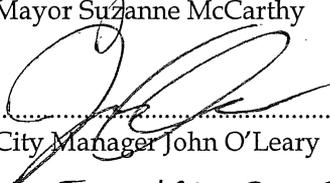
GARIBALDI RURAL FIRE  
PROTECTION DISTRICT,  
TILLAMOOK COUNTY, OREGON

CITY OF GARIBALDI, OREGON

  
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President

  
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Mayor Suzanne McCarthy

  
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Secretary-Treasurer

  
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City Manager John O'Leary

June 10, 2012  
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Date

June 19, 2012  
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Date