

## **RESOLUTION NO. 2022-16**

A Resolution providing for and approving a form of contract by and between the City of McMinnville, Oregon and the McMinnville Rural Fire Protection District.

### **RECITALS:**

**Whereas**, the present contract between the City of McMinnville and the McMinnville Rural Fire Protection District (MRFPD) expires June 30, 2022, and it is necessary that a new contract be executed. The new contract will be in full force and effect for a period up to and including June 30, 2023; and

**Whereas**, the City of McMinnville and the McMinnville Rural Fire Protection District have mutually agreed to the renewal of the fire protection service contract. This year we have agreed to a five percent increase; and

**Whereas**, the City of McMinnville has the necessary equipment to furnish rural fire protection to the area surrounding and adjacent to the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:**

1. That a contract prepared by the City Attorney, and submitted to the Council of the City of McMinnville on the 23rd day of June 2022, be entered into by and between the City of McMinnville and the McMinnville Rural Fire Protection District for the period July 1, 2022 through June 30, 2023. The contract provides that the City shall furnish fire protection to the District and the inhabitants of the District. The contract, in the amount of \$573,017.00, is hereby approved and accepted as submitted. Payment shall be made as follows:

\$286,508.00 by December 15, 2022

\$143,254.00 by March 15, 2023

\$143,254.00 by June 15, 2023

2. The Mayor is hereby authorized and directed to execute the contract in duplicate and to deliver one executed copy thereof to the McMinnville Rural Fire Protection District and to retain one executed copy thereof to be kept on file in the office of the City Recorder.
3. This Resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 12<sup>th</sup> day of April 2022 by the following votes:

Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Chenoweth

Nays: \_\_\_\_\_

Approved this 12<sup>th</sup> day of April, 2022.




\_\_\_\_\_  
MAYOR

Approved as to form:

  
\_\_\_\_\_  
City Attorney

Attest:

  
\_\_\_\_\_  
City Recorder

EXHIBITS:

A. Rural District Intergovernmental Agreement

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, authorized by ORS 190.010, is made this 8th day of June, 2022, by and between the CITY OF MCMINNVILLE, an Oregon municipal corporation, hereinafter referred to as “CITY”, and the MCMINNVILLE RURAL FIRE PROTECTION DISTRICT (MRFPD), an Oregon municipal corporation, hereinafter referred to as “DISTRICT”, the promises and agreements of each being in consideration of the promises and agreements of the other.

The parties agree as follows:

1. **Term:** The term of this Agreement is one (1) year, beginning on the 1<sup>st</sup> day of July, 2022 and ending on the 30<sup>th</sup> day of June, 2023.
2. **Scope of Services:**
  - A. The CITY agrees to provide fire protection throughout the DISTRICT, as required. In providing fire protection throughout the DISTRICT, the CITY, through its Fire Department, shall:
    1. Provide fire suppression throughout the DISTRICT.
    2. Provide the use of available pumpers, tenders and ladder equipment, and all other necessary equipment, as well as sufficient personnel to operate said apparatus, subject to the condition that reasonably sufficient apparatus and personnel shall remain within the CITY to assure adequate fire protection to the CITY. If the demands of the DISTRICT exceed the available apparatus and personnel which the CITY can provide, the CITY agrees to invoke then current mutual aid agreements as may be necessary to supplement the CITY’S apparatus and personnel.
    3. Review building and construction plans within the DISTRICT.
      - a. Request that Yamhill County submit all plans for new developments/construction in the DISTRICT requiring a “fire-and-life-safety” plan check to CITY for review. Plans will be reviewed for fire access, fire-flow, built-in-fire protection, road grades, and other fire code issues.
      - b. Perform field inspections to ensure new development and construction is accomplished in accordance with reviewed plans as regards those items listed in (3)(a) above.
    4. Investigate all fires within the DISTRICT to determine cause.
    5. Initiate and sustain a program of study, reasonably calculated to result in the formulation and necessary revision of operating procedures necessary to maintain a high level of fire protection within the DISTRICT.
    6. Review and propose fire codes and ordinances for adoption by the DISTRICT.

7. Investigate all fire code complaints; perform on-site inspection to determine validity of complaint.
8. Perform inspections as required by a priority plan adopted by the DISTRICT and agreed to by the CITY. Conduct home fire-safety inspections upon request.
9. Enforce codes, ordinances, and regulations adopted by the DISTRICT, including the assessment and collection of fees in accordance with Code Enforcement Fee Schedule adopted by DISTRICT.
10. Maintain, for the DISTRICT, adequate records of activity as may be required by the Insurance Services Office and the Oregon State Fire Marshal.
11. Participate in mutual aid agreements with the fire protection districts which are contiguous with the MRFPD and establish and maintain an automatic aid agreement in areas in which service might be improved by such an agreement, so long as it is in the best interests of all parties to do so.
12. Subject to the provisions of Section 2A of this agreement, the CITY shall maintain and operate an adequate fire protection service in the DISTRICT. CITY shall use due diligence to maintain continuous and uninterrupted service. Under no circumstances is the CITY liable to the DISTRICT for interruption or failure of service caused by acts of nature, unavoidable accident, or other circumstances beyond the control of the CITY through no fault of its own.
13. The CITY shall operate the fire protection program authorized by this Agreement twenty-four (24) hours per day, seven (7) days per week.
14. The CITY shall take all reasonable steps to maintain all of its trucks, equipment and the entire system in a good state of repair, and shall at all times conduct its operation under this Agreement in a safe and professional manner so as not to present a danger to the public or DISTRICT.
15. The CITY shall consider the needs of the DISTRICT when designing and purchasing fire apparatus, with specific regard to hill climbing ability, maneuverability, foam production and compatibility with rural fire applications.
16. The DISTRICT shall have the right to use the CITY Fire Department conference room for the DISTRICT'S regularly scheduled meetings, as well as specially scheduled meetings, given sufficient advance notice.
17. The CITY shall assist the Board of the DISTRICT in recommending the site for and development of future station needs as may be required in the DISTRICT.
18. The CITY shall provide public education as follows:
  - a. Conduct a Fire Prevention Open House each October, with announcement flyers sent to all students in all schools in the MRFPD area, including private schools.
  - b. Solicit opportunities to give fire safety education programs to all DISTRICT neighborhood associations on an annual basis.

- c. Post updated information for rural district residents containing pertinent fire safety information on the City Fire Department Web Site.
- 19. The CITY shall provide fire suppression training and provide for fire suppression preparedness as follows;
  - a. Equip all operations personnel with wild land firefighting apparel.
  - b. Conduct training for all personnel in wild land fire behavior and urban/forest interface strategy and tactics prior to fire season.
  - c. Identify locations throughout the DISTRICT where water supply might be established or improved.
  - d. Train on rural water supply operations, with surrounding rural districts, to reduce turnaround time and improve water supply procedures in rural area.
  - e. Maintain a supply of forestry type fire suppression foam.
  - f. Develop a countywide major fire event plan to be implemented as a component of the City's and County's disaster plan.
  - g. Maintain nominal staffing (call back) and situation status management plan to ensure adequate fire defense resources in the event of simultaneous responses which may deplete on-duty resources.
- B. The DISTRICT agrees that the CITY shall not be required to duplicate those efforts or services regularly provided by other governmental agencies; nor shall the CITY be required to provide any services which are, by law, reserved for another government agency.
- C. The CITY agrees to provide the DISTRICT with regular reports based on the fire protection services provided in Section 2A (see above) of this Agreement. Also, a copy of the annual audit of the City of McMinnville shall be provided to the DISTRICT. The DISTRICT agrees to provide a copy of the annual audit of the DISTRICT to the CITY.
- D. The CITY shall keep the DISTRICT informed of all new developments, issues or concerns affecting the fire operations of the CITY as they may relate to the DISTRICT. The CITY shall endeavor to notify the DISTRICT in advance of any public announcement concerning this Agreement that is to be made. The DISTRICT shall endeavor to notify the CITY of any developments or uses concerning the Agreement in advance of any public announcement on the subject.
- E. At all times during the term of this Agreement, the CITY and DISTRICT shall comply with all applicable laws, ordinances, rules and regulations of the United States of America and the State of Oregon, including all agencies and subdivisions thereof.
- F. The City agrees to support and defend the MRFPD where the MRFPD has taken action to implement rules and or ordinances at the request of, or when benefit accrues to, the City.

3. **Compensation:** The DISTRICT agrees to pay the CITY during the term of this Agreement the sum of \$573,017.00 for fire protection during fiscal year 2022-2023. In addition, as additional compensation, the CITY shall retain all fees collected by the CITY related to the Code Enforcement Fee Schedule adopted by DISTRICT.

A. The CITY and DISTRICT shall retain the right to renegotiate the service level and/or service cost as of the 30<sup>th</sup> day of June, 2021, by giving 180 days' prior written notice to the other party (see Sections 4 and 5).

B. The DISTRICT agrees to make payments to the CITY according to the following schedule unless these funds are not made available by the county tax collector.

<u>Payment #</u>	<u>Due Date</u>	<u>Amount</u>
1	Dec. 15	\$ 286,508
2	Mar. 15	\$ 143,254
3	June 15	\$ 143,254

C. The DISTRICT agrees that it will levy taxes during the term of this Agreement sufficient to provide the payments required to be made to the CITY during this Agreement.

D. It is understood and agreed by the parties that no director, officer or other representative of the DISTRICT shall be individually liable for any payments due to the CITY.

E. If, as a result of the tax limitation, the CITY is unable to provide the level of service described in Section 2 above, or the DISTRICT is unable to pay for the current level of services, then the parties agree to renegotiate in good faith the amount of compensation to be paid to the CITY for the services provided.

F. It is understood that while this agreement is in place that the City will not bill for motor vehicle accident "Fire Fees" to residents of the McMinnville Rural Fire Protection District.

4. **Future Fee Increases:** The CITY and DISTRICT agree that the fee for each future year will be increased three percent per annum. The parties agree to enter into negotiations regarding a change in the three percent increase or any other change in the fee when requested by either party so long as said request to negotiate is given not less than 180 days prior to the expiration of the Agreement. In the event negotiations have not been completed by June 30, 2023, the CITY may decline to provide the services described in Section 2 of this Agreement.

5. **Renegotiation/Termination/Renewal:** This Agreement shall be renewed unless CITY or DISTRICT gives written notice to the other party 180 days prior to the expiration of this Agreement, informing the other party that the notice-giving

party wishes to renegotiate the terms of the Agreement or to terminate the Agreement.

- A. If notification of the intent to renegotiate this Agreement has been given, the parties agree that, prior to June 30, 2023, they will negotiate in good faith concerning the terms of this Agreement.
- B. If the DISTRICT has notified the CITY of its intent to renegotiate this Agreement and a successful renegotiation has not been completed before June 30, 2023, this Agreement shall be automatically extended for 90 days to allow continuing negotiations. This Agreement may be extended further by mutual agreement for additional increments of up to 90 days each.
- C. If notification of the intent to terminate this Agreement has been given, the Agreement shall terminate on the 30<sup>th</sup> day of June 2023. If both parties agree in writing, a termination pursuant to this section may be effective at an earlier date.

**6. Rules of Construction/Interpretation:**

- A. Unless otherwise specifically prescribed in this Agreement , the following provisions shall govern its interpretation and construction:
  - 1. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.
  - 2. Time is of the essence of this Agreement. Neither the CITY nor the DISTRICT shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
  - 3. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.
- B. All notices, reports or demands required to be given in writing under this Agreement shall be deemed to be given a) when delivered personally to the person designated below, or b) when three (3) days have elapsed after it is deposited in the United States mail in a sealed envelope, registered or certified mail, postage prepaid, or c) on the next business day when sent by express mail, all addressed to the party to whom the notice is being given:

Fire Chief Rich Leipfert,  
City of McMinnville,  
175 NE First St,  
McMinnville, Oregon 97128

Steve Leonard  
Chairman, McMinnville Rural Fire Protection District,  
175 NE First St,



McMinnville, Oregon 97128

- C. Neither the CITY nor the DISTRICT shall be relieved of its obligation to comply with any of the provisions of this Agreement by reason of any failure of the other party to enforce prompt compliance.
- D. The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- E. For purposes of determining time of performance, time shall be computed so as to exclude the first and include the last day of the prescribed period of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, the next working day shall be construed to be the last day of the prescribed period.
- F. None of the provisions of this Agreement shall be construed to create in the DISTRICT any right, interest or ownership in any real or personal property used by the CITY for the performance of this Agreement.

- 7. **Hold Harmless:** The parties agree that neither the CITY nor any of the CITY'S officers, agents, representatives, employees or volunteers shall be liable to the DISTRICT, or any owner within the DISTRICT, or any other person, for any claim for injury or damage or any loss or expense growing out of or resulting directly or indirectly from the performance of this Agreement, including but not limited to, a claim for alleged failure to provide firefighting or fire protection apparatus or services, or for court costs and attorneys' fees (including an appeal filed in connection with any legal proceedings arising out of this Agreement).
- 8. **Discrimination:** The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation or source of income in the performance of this Agreement.
- 9. **Waiver of Breach:** A waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

City of McMinnville  
an Oregon Municipal  
Corporation

McMinnville Rural Fire  
Protection District, an  
Oregon Municipal Corporation

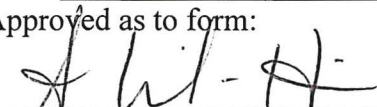


By: \_\_\_\_\_  
Scott Hill, Mayor

By: \_\_\_\_\_  
Steve Leonard, Chairman

Date: 4-12-2022  
Approved as to form:

Date: \_\_\_\_\_

  
Amanda Guile-Hinman, City Attorney