



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No. 84-2014

A resolution of the City Council of the City of Milwaukie, Oregon, approving an Intergovernmental Agreement with Clackamas Fire District No. 1 to continue sharing of the City of Milwaukie Public Safety Building.

WHEREAS, the Public Safety Building housed the personnel and equipment of the City of Milwaukie Fire Department and then the Clackamas Fire District No. 1 since the facility was built in 1994; and

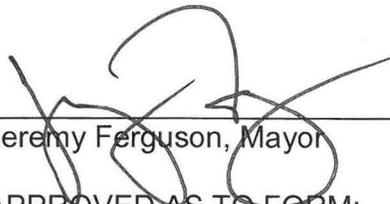
WHEREAS, the City of Milwaukie and Clackamas Fire District No. 1 have twice entered into intergovernmental agreements to share the Public Safety Building since the City of Milwaukie was annexed into Clackamas Fire District No. 1; and

WHEREAS, the City of Milwaukie and Clackamas Fire District No. 1 have met several times to draft a new intergovernmental agreement since 2012, and have completed work on a proposal for a long-term agreement between the City of Milwaukie and Clackamas Fire District No. 1.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie that the City Manager is hereby authorized to enter into an Intergovernmental Agreement with Clackamas Fire District No. 1 for the continued long-term sharing of the facilities located at the City of Milwaukie Public Safety Building.

Introduced and adopted by the City Council on **November 18, 2014**.

This resolution is effective **immediately**.



Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Pat DuVal, City Recorder



City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR FACILITIES**

This AGREEMENT is entered into pursuant to the authority granted in Chapter 190 of the Oregon Revised Statutes, by and between the Clackamas County Fire District No. 1, herein after called "Clackamas", a fire protection district established pursuant to Oregon Revised Statute Chapter 478, and the City of Milwaukie, a municipal corporation, organized and existing under the city charter and laws of the State of Oregon, hereinafter called "Milwaukie".

This AGREEMENT is to provide for sharing of a fire station facility located in Milwaukie for use by Clackamas as a fire station and for other uses beneficial to both agencies.

Whereas, Clackamas and Milwaukie recognize a common purpose in providing consistent availability of fire protection and emergency medical services throughout the area, and

Whereas, Clackamas and Milwaukie desire to cooperate to provide effective and efficient fire protection and emergency medical services; and

Whereas, Milwaukie owns a facility within the city limits of Milwaukie that is suitable for use as a fire station by Clackamas; and

Whereas, Clackamas and Milwaukie have a history of success in cooperative efforts between the two agencies.

In consideration of those premises which each party agree are sufficient, it is

AGREED:

1. STATEMENT OF PURPOSE

The common objectives of Clackamas and Milwaukie in entering into this Agreement are to provide an appropriate local facility for Clackamas's fire station and to provide Milwaukie with a building suitable for its public access programs.

2. FACILITY RENT and USE

Clackamas and Milwaukie agree as follows for the Clackamas fire station:

2.1. Services

2.1.1. Milwaukie agrees to permit Clackamas the exclusive use of the fire station portion ("the Station") of the Public Safety Building ("PSB") located at 3200 SE Harrison Street, Milwaukie, Oregon.

Clackamas has access and use of associated parking areas and other areas currently used in common by Clackamas and to include the training room and mezzanine storage area.

- 2.1.2. Clackamas will have use of the Station and the common areas to provide and support a fire protection and emergency medical services program and associated activities.
- 2.1.3 Clackamas will pay Milwaukie a \$500 per month maintenance fee, beginning July 1, 2014. The maintenance fee was established to cover general maintenance on the Station, Clackamas's share of maintenance expenses for the common areas and for any Milwaukie owned equipment located in the Station. This maintenance fee will be reviewed and modified as needed each January for the next fiscal year as defined by July-June.
- 2.1.4 Clackamas will provide ordinary cleaning services for the interior of the Station.

2.2 Capital Expenditures

- 2.2.1 Capital expenditures necessary for the preservation of or improvements to the PSB will be negotiated between the parties and tentatively agreed upon in January for budgetary planning the following fiscal year as defined by July-June and subject to approval by the parties' respective governing bodies in the annual budget process. In July, representatives from both parties will meet and develop a schedule to complete those improvements funded during their respective budget processes. Improvements that are tentatively agreed to by the parties in January, but not funded by one or both parties in the budget process, may be recommended for inclusion in the parties' budgets for the following fiscal year.
- 2.2.2 Milwaukie agrees to credit Clackamas with payments made toward improvement of the PSB if Milwaukie causes removal of Clackamas from the PSB and the improvements(s) have not reached the end of their initial warranty period. The value of the improvement(s) shall be determined using standard depreciated cost methods of asset valuation.

2.2.3 Other Personal Equipment – Milwaukie and Clackamas agree to work in good faith to determine the value of Clackamas installed equipment to satisfy any required financial contribution to the PSB at time of termination of this agreement.

2.3 Payments

2.3.1 Clackamas will pay one dollar (\$1) per year for rent of the Station, any city owned equipment located in the Station or used by the Station and the common areas. No other rent will be charged for the use of any of the foregoing.

2.3.2 Clackamas will pay 32% of electricity costs and 39% of all other utility costs incurred by the PSB. Milwaukie will provide Clackamas with a monthly statement detailing the utility costs owed by Clackamas for the prior month. Upon request, Milwaukie will provide documentation of the utility costs incurred by the PSB. Utility costs and allocation will be reviewed annually by Clackamas and Milwaukie and any modifications will be discussed.

2.3.3 “Utilities” include natural gas, water services, sewer services, electricity, and refuse removal.

3. TERM OF AGREEMENT

This Agreement shall be in effect ten (10) years, beginning on July 1, 2014. The Agreement shall continue thereafter on a fiscal-year-to-fiscal-year basis unless and until it is terminated. Either party may terminate this agreement at any time by giving not less than twenty-four (24) months advance written notice that it desires to do so.

Upon termination of the agreement, equipment installed by Clackamas will remain the property of Clackamas and equipment installed by Milwaukie will remain the property of Milwaukie. Clackamas and Milwaukie agree that, upon termination, the Station will be returned to Milwaukie in a condition in as good or better it is now, and broom clean excepting normal wear and tear, and excepting damage by flood, earthquake, earth movement, slide, casualty and/or fire.

4. FORCED LIMITATIONS

If there is state-wide legislation beyond the control of either party, limiting either property tax or the services provided by Milwaukie or Clackamas, this Agreement may be renegotiated. Renegotiation shall begin upon the written request of either party.

5. INDEMNITY AND INSURANCE

Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, each party agrees solely to be liable for and hold the other harmless from any claims, actions or suits arising from its acts or those of its employees, officers, directors, agents, or volunteers in carrying out purposes of this Agreement. Each party agrees to maintain liability insurance for risks arising out of this Agreement, which covers the other party as an additional insured. Each party agrees to provide workers' compensation insurance for its employees, and to hold the other party harmless for injuries and work-related illnesses to its employees.

Milwaukie agrees to insure the PSB including the Station and Clackamas will insure its personalty in the Station.

Each party agrees that neither party shall act as the agent of the other, nor shall any employee of one party shall be considered to be an employee of the other party for any purpose.

6. DISPUTE RESOLUTION

Both parties recognize that interpretation of the terms or intent of this Agreement may be subject to interpretation or dispute from time to time. In the event of any disagreement, both parties agree to meet and discuss potential resolutions.

7. AMENDMENT

This Agreement may be amended only in writing upon mutual consent of both parties.

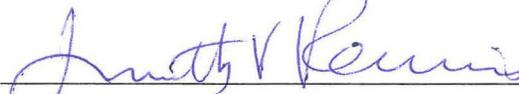
This Agreement, entered into in duplicate original, is subscribed to by the following parties:

Subscribed this 2 day of December, 2014

CITY OF MILWAUKIE

BY: 
City Manager

APPROVED AS TO FORM:


Legal Counsel

Subscribed this 8th day of December 2014

CLACKAMAS FIRE DISTRICT #1

BY: 
Fire Chief

APPROVED AS TO FORM:

Legal Counsel
