

**RESOLUTION NO. 2019-32**

**RESOLUTION AUTHORIZING TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FOREST GROVE, THE CITY OF CORNELIUS, AND THE GASTON RURAL FIRE PROTECTION DISTRICT FOR THE PROVISION OF SHARED LOGISTICS TECHNICIAN SERVICES**

**WHEREAS**, The Intergovernmental Agreement is made and entered into by the City of Forest Grove (hereinafter "Forest Grove"), City of Cornelius (hereinafter "Cornelius") and the Gaston Rural Fire Protection District (hereinafter "District"); and

**WHEREAS**, all parties wish to enter an Intergovernmental Agreement for shared logistics technician services; and

**WHEREAS**, the parties have authority to enter into this Intergovernmental Agreement pursuant to the powers contained in their respective Charters and ORS 190.010; and

**WHEREAS**, the parties believe that having a common individual perform logistics technician services in their respective entities will enhance the service they are able to provide to the citizens each entity serves.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:**

**Section 1.** The City Council hereby approves the Intergovernmental Agreement (Exhibit A) between the City of Forest Grove, the City of Cornelius, and the Gaston Rural Fire Protection District for the Provision of Shared Logistics Technician Services.

**Section 2.** The City Manager or designee is authorized to execute the IGA on behalf of the City.

**Section 3.** This resolution is effective immediately upon its enactment by the City Council.

**PRESENTED AND PASSED** this 10<sup>th</sup> day of June, 2019.

  
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Anna D. Ruggles, City Recorder

**APPROVED** by the Mayor this 10<sup>th</sup> day of June, 2019.

  
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Peter B. Truax, Mayor

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF FOREST GROVE, THE CITY OF CORNELIUS, AND THE  
GASTON RURAL FIRE PROTECTION DISTRICT  
FOR THE PROVISION OF SHARED LOGISTICS TECHNICIAN  
SERVICES**

This Agreement is made and entered into by the City of Forest Grove (hereinafter “Forest Grove”), City of Cornelius (hereinafter “Cornelius”) and the Gaston Rural Fire Protection District (hereinafter “District”).

**RECITALS**

- A. All parties wish to enter an intergovernmental agreement for shared logistics technician services.
  
- C. The parties have authority to enter into this intergovernmental agreement pursuant to the powers contained in their respective Charters and ORS 190.010.
  
- D. The parties believe that having a common individual perform logistics technician services in their respective entities will enhance the service they are able to provide to the citizens each entity serves.

**AGREEMENT**

In consideration of the mutual promises contained herein both parties agree to the following terms and conditions.

- 1. **RECITALS.** The recitals above are incorporated by reference herein.
  
- 2. **COOPERATION AND SERVICES TO BE SHARED.** All parties agree to share the services of one individual who is employed as a logistics technician (Position). The logistics technician shall perform all duties and functions of the Position as set forth in the attached Exhibit A.
  
- 3. **PARTY OBLIGATIONS**
  - a. **Forest Grove Obligations**
    - i. The Position will be an employee of Forest Grove and as such the Position will be hired, managed, and, if necessary, terminated by Forest Grove at Forest Grove’s discretion.
    - ii. Forest Grove may unilaterally implement compensation adjustments for the Position.
    - iii. Forest Grove will be responsible for all taxes, assessments, fees, premiums, wage withholdings, and other direct and indirect compensation, benefits, workers compensation insurance coverage, and related obligations with respect to the Position.

- iv. The Position will be subject to Forest Grove rules and regulations and will be supervised by the Forest Grove Fire Chief or the Fire Chief's designee.
- v. Forest Grove will provide an office for the Position to work out of while performing services.
- vi. Forest Grove will contribute 55% of the total compensation for the Position.
- vii. Forest Grove will schedule the Position and ensure it is responsive to each party's needs.

**b. Cornelius Obligations**

- i. Cornelius will contribute 35% of the total compensation for the Position and agrees to make payments consistent with Section 4 below.

**c. District Obligations**

- i. District will contribute 10% of the total compensation for the Position and agrees to make payments consistent with Section 4 below.

**4. PAYMENT FOR SERVICES.** Cornelius and District agree to pay Forest Grove the amounts due under Section 3 above on a calendar quarterly basis. Forest Grove will invoice Cornelius and the District within 30 days of the end of each quarter and Cornelius and the District will pay the invoice within 30 days of receipt.

**5. PERFORMANCE MANAGEMENT**

All parties agree to bring any performance issues with the Position to the attention of the Forest Grove Fire Chief in writing to ensure that the Position is performing as a satisfactory level for all parties.

**6. NO EMPLOYEE TRANSFER.** No employees will be formally transferred under this Agreement as that term is defined under ORS 236.605.

**7. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective on July 1, 2019 and shall continue through June 30, 2020. This Agreement will automatically renew unless otherwise terminated by any party as set forth under Section 8 of this Agreement.

**8. TERMINATION.**

- a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of all parties.
- b. **Parties' Conveyance.** This Agreement may be terminated by any party with written notice to the non-terminating parties no later than December 1, 2020 or December 1 of any subsequent year of the Agreement. In the event of termination by one party, the remaining parties may mutually agree to enter into a separate Agreement to continue to share the Position.
- c. **For Cause.** In the event any party does not meet their obligations under this Agreement, the other two parties may mutually agree to terminate this Agreement after providing the defaulting party with 30 days written notice of breach and intent to terminate. If the defaulting party has not cured the breach within 15 days of receiving

notice of breach then the non-defaulting parties may continue with terminating the Agreement after the full 30 days has run.

9. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
10. **COMPLIANCE WITH LAWS.** In connection with their activities under this Agreement, both parties shall comply with all Federal, state, and local laws applicable to the work under this Agreement.
11. **INDEMNIFICATION.** In accordance with the Oregon Constitution and the Oregon Tort Claims Act, to the maximum extent permitted by law, the parties shall hold and save each other, their officers, elected officials, agents, and employees, harmless and shall defend and indemnify each other from any claims for damages to property or injury to persons which may be occasioned in whole or in part by the acts or omissions of each respective party under this Agreement.
12. **AMENDMENTS.** To be effective, any amendment to this Agreement must be approved by each party and signed by an authorized representative of each party.
13. **ASSIGNMENT.** Neither party shall assign this Agreement, in whole or part of, or any right or obligation hereunder to any other party.
14. **SEVERABILITY.** In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in force and shall in no way be effected or invalidated thereby.
15. **COMPLETE AGREEMENT.** This Agreement and attached exhibit constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change if made, shall be effective only in specific instances and for specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
16. **COUNTERPARTS.** This Agreement 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.

CITY OF FOREST GROVE

By: [Signature]

Name: Jesse VanderZanden

Title: City Manager

Date: June 10, 2019

CITY OF CORNELIUS

By: [Signature]

Name: Rob Drake

Title: City Manager

Date: 6/17/19

GASTON RURAL FIRE PROTECTION DISTRICT

By: [Signature]

Name: Michael Pedemonte

Title: Chair

Date: 6/13/19



*A place where families and businesses thrive.*

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	16.
MEETING DATE:	06/10/2019
FINAL ACTION:	RESO 2019-32

**CITY COUNCIL STAFF REPORT**

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**TO:** *City Council*

**FROM:** *Jesse VanderZanden, City Manager*

**MEETING DATE:** *June 10, 2019*

**PROJECT TEAM:** *Michael Kinkade, Fire Chief*

**SUBJECT TITLE:** *Intergovernmental Agreement for Shared Logistics Technician*

**ACTION REQUESTED:**

<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Order	<input checked="" type="checkbox"/>	X	Resolution	<input checked="" type="checkbox"/>	X	Motion	<input type="checkbox"/>	Informational
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*X all that apply*

**ISSUE STATEMENT:** Currently the City of Forest Grove employees a part-time 0.5 FTE logistics technician for logistical support of the fire department. The City of Cornelius employ’s the same person .45 FTE for logistical support of the fire department. The Gaston Rural Fire Protection District does not contribute any financial support in the current model. The proposed intergovernmental agreement would make this employee a 1.0 FTE for Forest Grove with the cost shared by the three agencies.

**BACKGROUND:** The current model has existed for over 10 years. The proposed model would simplify management, enhance the service provided, and result in a more equitable shared funding model among all three agencies. The cost formula has been proposed to all three agency’s and is part of each agency’s proposed FY 2019/2020 budget. The cost formula was discussed with the Forest Grove Budget Committee and they recommended approval.

**FISCAL IMPACT:** Under the proposed model Forest Grove will contribute 55% of the total compensation, Cornelius will contribute 35% and Gaston Rural Fire would contribute 10%.

**STAFF RECOMMENDATION:** Staff recommends the City Council approve the intergovernmental agreement for the provision of shared logistics technician services.

**ATTACHMENT(s):**  
Resolution and Exhibit A, Intergovernmental Agreement Between The City of Forest Grove, The City of Cornelius, and the Gaston Rural Fire Protection District for the Provision of Shared Logistics Technician Services, City of Forest Grove Job Description