

RESOLUTION NO. 1114

A RESOLUTION OF THE CITY OF CANBY, (CITY) OREGON APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH CANBY UTILITY (CU) TO ADMINISTER A PRE-DISASTER MITIGATION PROJECT TO COMPLETE A SEISMIC RETROFIT OF A WATER RESERVOIR LOCATED IN THE CITY OF CANBY.

WHEREAS, in the fall of 2010, CU applied to the State of Oregon for a Pre-Disaster Mitigation Grant offered by FEMA to proceed with a seismic retrofit of an existing water reservoir located in Southwest Canby, and

WHEREAS, the City was required to send a letter in support of the project to apply for the funding grant indicating the City's commitment to a 25% funding match and commitment to follow through with all future maintenance of the project. The City sent a letter of match and commitment dated November 1, 2010 signed by Canby Mayor Melody Thompson to the State of Oregon Emergency Management Department, and

WHEREAS, the grant was approved by the State of Oregon for the project and as a condition of the grant required the City to enter into a contract with the State although the project will be administered by CU. The City and CU decided to enter into an IGA to set forth its relationship regarding administration of this project, and wishes to formally adopt this IGA by Resolution. Therefore, a copy of the IGA is attached hereto as Exhibit "A" and by this reference incorporated herein, now therefore

IT IS HEREBY RESOLVED by the City of Canby as follows:

The Canby City Council approves the IGA between the City and CU, identified as Exhibit "A" to this Resolution, and hereby authorizes that City Administrator to execute the IGA on behalf of the City.

This resolution will take effect on November 2, 2011.

ADOPTED this 2nd day of November 2011 by the City of Canby City Council.



Randy Carson
Mayor

ATTEST:



Kimberly Scheafer, CMC
City Recorder

INTERGOVERNMENTAL AGREEMENT

The City of Canby ("City"), an Oregon municipal corporation, and Canby Utility Board ("CU"), an independent political subdivision of City, enter into this Agreement this 2nd day of November, 2011.

1. Purpose

- A. The State of Oregon awarded City a grant. CU will exclusively administer the grant and manage the project to which the grant applies. Specifically, Oregon's Office of Emergency Management granted City \$722,638.78 to seismically retrofit a water reservoir on 13th Street in Canby. A copy of the grant is attached to this Agreement.
- B. CU will possess and exercise all of the rights and responsibilities City has under the grant. City's rights under the grant are limited to requiring CU to materially comply with all of the grant's provisions. City's responsibility under the grant is limited to passing through to CU all payments state makes to City in accordance with the grant's terms.

2. Rights and Responsibilities

A. City will:

- i. Take actions that are reasonably necessary to ensure that state pays for all costs that are reimbursable under the grant.
- ii. Assist CU in amending the grant if necessary.
- iii. Pass through in full to CU all monies City receives from state under the grant within 30 days of receipt.
- iv. Notify CU immediately in writing if City believes CU is failing to follow, implement or administer a material term of the grant and permit CU 15 days to respond in writing to City's concerns and correct any failures.
- v. Appoint a staff liason.

B. CU will:

- i. Perform all of the duties imposed upon and possess all of the rights afforded to City under the grant.
- ii. Suggest to City potential amendments to the grant, if any.
- iii. Promptly respond to City inquiries regarding the grant.

- iv. Appoint a staff liason.

3. Other Terms

- A. Compliance with Laws. The parties will comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This Agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and it may be modified only in writing signed by both parties.
- D. No Third-Party Beneficiaries. City and CU are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in it gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other persons or parties.
- E. No Attorney Fees. In any action to enforce this Agreement, each party will be fully responsible for its own costs and fees, including attorney fees.

6. Term of Agreement

- A. This Agreement is effective when it is signed by both parties and will terminate on September 14, 2014, unless the parties mutually extend the Agreement in writing or unless a party terminates the Agreement as provided below.
- B. A party may terminate this Agreement if the other party fails to perform any material term of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

CITY


By: 

Name: Greg Ellis

Title: City Administrator

Date: 11/2/11

CU

By: 

Name: Matt Michel

Title: General Manager

Date: 10/26/2011