

RESOLUTION 1231

A RESOLUTION AMENDING THE INTERAGENCY AGREEMENT BETWEEN THE CITY OF CANBY AND THE FRIENDS OF THE CANBY ADULT CENTER, INC.

WHEREAS, the City of Canby has an Interagency Agreement with the Friends of the Canby Adult Center, Inc.; and

WHEREAS, the City of Canby wishes to gift over the last City-owned vehicle used by the Adult Center, nullifying the need for the City to provide insurance to any Adult Center vehicles; and

WHEREAS, the current Director of the Canby Adult Center has agreed to relieve the City of Canby of its obligation to provide insurance to any Adult Center vehicles.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Canby as follows:

1. The City of Canby hereby authorizes the Mayor and City Administrator to agree to amend the current Interagency Agreement with the Friends of the Canby Adult Center, Inc. by removing the following sections:

Section 1, A. Service Agency Shall:

- x. Reimburse the CITY for fuel used by the Adult Center vehicles.


Section 1, B. City shall:

- v. Provide insurance for the Adult Center vehicles.

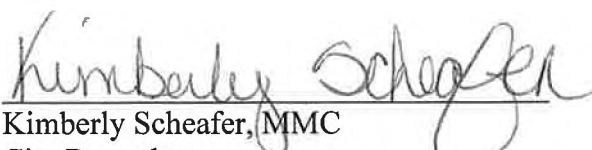
2. A copy of the revised Interagency Agreement is attached hereto as Exhibit "A".

This resolution shall take effect on January 6, 2016.

ADOPTED this 6th day of January 2016 by the Canby City Council


Brian Hodson
Mayor

ATTEST:


Kimberly Scheafer, MMC
City Recorder

**INTERAGENCY AGREEMENT BETWEEN THE CITY OF CANBY
AND THE FRIENDS OF THE CANBY ADULT CENTER, INC.**

This agreement is entered into between the CITY OF CANBY, hereinafter referred to as "CITY", a municipal corporation, and The Friends of the Canby Adult Center, Inc., an Oregon non-profit corporation, hereinafter called "SERVICE AGENCY". This agreement is made and entered into between these parties on the date of the latest of the signatures hereto.

The purpose of this Agreement is to enable the SERVICE AGENCY to implement the contracts between the CITY and Clackamas County Area Agency on Aging (CCAAA), and to utilize the Canby Adult Center building (the "Adult Center") built with federal funds for the purpose of serving senior citizens and qualifying disabled persons and to provide services for CITY and area citizens as described below:

1. SCOPE OF SERVICES:

A. SERVICE AGENCY SHALL:

- i. Provide services for senior citizens and qualifying disabled persons including but not limited to meals, transportation, outreach, health screening, information and referral, and recreation, utilizing the Adult Center and the equipment located at the Adult Center within the equipment and building use policies established by the CITY.
- ii. Provide such furnishings, equipment and decorations for the Adult Center as may be necessary to the conduct of its services. All such property, whether provided by or given to the SERVICE AGENCY, shall be and remain the property of the SERVICE AGENCY. SERVICE AGENCY shall not install new equipment requiring structural, electrical, plumbing or other building changes in the Adult Center without the approval of the CITY.
- iii. Maintain and repair all furnishings and office equipment in the Adult Center including, but not limited to, office equipment, kitchen equipment (dishwasher, stoves, steamers, etc.).
- iv. Provide janitorial services for the operation of the Adult Center, including the replacement of interior lamps/bulbs, and keep kitchen and dining areas clean, in such a way as to meet the standards of the State of Oregon and the Clackamas County Community Health Division.
- v. Operate the Adult Center in such a way as to keep it open during reasonable business hours to seniors and disabled persons, but no less than the minimum hours required by the CCAAA. The SERVICE AGENCY shall schedule all uses of the Adult Center. Services for senior citizens and qualifying disabled persons shall have first priority; official meetings of the CITY shall have second priority;

and all other uses shall have third priority.

- vi. Provide all personnel for operating the Adult Center and be responsible for supervising Adult Center staff.
- vii. Pay all utility bills, including the phone bill.
- viii. Obtain all licenses and permits which may be required in the administration of its services.
- ix. Contract for and provide bookkeeping and auditing services for the Adult Center.
- ~~x. Reimburse the CITY for fuel used by the Adult Center vehicles.~~
- xi. Obtain any and all legal services needed beyond those needed to review contracts which directly involve the services provided by the CITY for the Adult Center.
- xii. Work with CITY staff to plan for current and future maintenance for the Adult Center. The Center Director shall keep the CITY informed of needed maintenance and arrange for service calls or repairs that cost less than \$250.00. The bills for such service calls shall be conveyed to the CITY's Director of Public Works for approval and payment. The SERVICE AGENCY and its staff are in the best position to assess day to day maintenance needs. Each year the parties shall work together to compile the maintenance budget request for the CITY budget process. See CITY portion of this section for a description of the CITY's obligations regarding the Adult Center.
- xiii. Reimburse the CITY at the rate of \$500.00 per month as reasonable rent for the use of the Adult Center, with the first payment due on July 15, 2010 and a similar payment to be made on or before the fifteenth day of each month thereafter throughout the term of this agreement. The parties acknowledge that the rent payable under this Agreement has been established to reflect the savings of below market rent resulting from the City's and Service Agency's respective exemption from taxation. CITY may increase the rental amount by providing notice to Service Agency on or before April 1st of the existing year to allow the Service Agency to budget for any increase required. CITY agrees that the rental rate will only increase, if at all, when the Canby School District increases the rent to the CITY for the real property that the CITY leases from the Canby School District.

B. CITY SHALL:

- i. Provide fire, theft, and all-risk insurance in an amount not less than the appraised value of the Adult Center and contents.
- ii. Provide garbage service.

- iii. Provide legal services to review contracts which directly involve the services that the CITY provides for the Adult Center.
- iv. Provide for the upkeep of the building and grounds, including the repair of sidewalks, driveways, service areas, curbs and parking areas; maintenance of lawn and any other landscape features; making any structural repairs to the building itself; maintenance functions such as exterior and interior painting, woodwork repair, maintenance of heating ventilation and air conditioning systems, wiring, plumbing, hot water heater, replacement of exterior lighting, and for the labor and installation of overhead lamps in the multipurpose room are the responsibility of the CITY. Requests for CITY maintenance shall be made through the Director of Public Works. The CITY shall work together with SERVICE AGENCY staff to compile maintenance needs for the CITY budget process.
- v. ~~Provide insurance for the Adult Center vehicles.~~

II. INDEMNITY: The SERVICE AGENCY (the "Indemnitor") shall indemnify, save, and hold harmless the CITY, and its officers, agents and employees (collectively the "Indemnitee"), from any and all claims for losses, injuries, damages and liabilities incurred by the Indemnitee occasioned wholly or in part by the acts or omissions of the Indemnitor and/or its agents, officers, and employees in the course of the Indemnitor's use of, maintenance, or activities in connection with the Adult Center or otherwise in the performance of the Indemnitor's obligations under this Agreement.

III. INSURANCE: The SERVICE AGENCY shall maintain a commercial general liability insurance policy naming the CITY as an additional insured in an amount of one million dollars (\$1,000,000), combined single limit including bodily injury and property damage. Such insurance provided by the SERVICE AGENCY, and naming the CITY as an additional insured, is for coverage during SERVICE AGENCY activities, occasioned wholly or in part by the acts or omissions of the SERVICE AGENCY, its officers, agents, participants and employees while using the CITY facilities or otherwise performing its activities in agreement with the CITY. CITY will maintain a commercial general liability policy to cover accidents and injuries to persons or property at the SERVICE AGENCY Center caused by the negligent acts of City, its agents, officers and/or employees.

IV. BREACH OF CONTRACT: In the event of any breach of any of the terms or provisions of this AGREEMENT, each party shall have, in addition to any other recourse, the right to immediately terminate this AGREEMENT. If the SERVICE AGENCY breaches this agreement, the CITY shall also have the right to enter and obtain possession of the CITY owned facilities being utilized by the SERVICE AGENCY under this agreement.

V. INSPECTION BY CITY: The CITY shall have the right to make inspections of the Adult Center at any reasonable time after giving prior notice to ensure compliance with this AGREEMENT.

VI. SPECIAL EVENTS ALCOHOL POLICY: The SERVICE AGENCY and the CITY may hold special events for fund raising and other purposes, which events include rentals of the Adult Center by the SERVICE AGENCY and alcoholic beverages may be served at such events, subject to the following rules for each party:

- A. A Temporary Sales Liquor License must be obtained through the OLCC which must be approved by the City Administrator and the Canby Police Chief. Neither the City Administrator nor Police Chief will unreasonably withhold approval.
- B. All alcohol must be served by an OLCC permitted service provider.
- C. Events are limited to no more than five events within a calendar month, unless specially approved by the City Administrator.
- D. Liquor liability insurance coverage must be obtained with limits of no less than \$500,000 per occurrence and \$1,000,000 aggregate naming both the other party and Canby School District as additional named insured.

VII. SAVINGS: Should any provision of this AGREEMENT be found to be in conflict with any federal law, state statute, or final decision of any court of competent jurisdiction, said provision shall be modified to comply with said law or decision, but all other provisions of this AGREEMENT shall remain in full force and effect.

VIII. AMENDMENT BY MUTUAL AGREEMENT: The parties hereto may, upon mutual agreement, amend the terms and conditions herein.

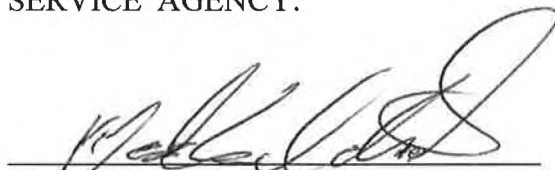
IX. TERMINATION: Either party may terminate this agreement by giving the other party not less than one hundred twenty (120) days prior written notices of its intention to terminate. Except with respect to property of the SERVICE AGENCY, as provided in Section I.A.ii above, the SERVICE AGENCY agrees that it will deliver the Adult Center including any attached fixtures or improvements to the CITY at the termination of this AGREEMENT in as good a condition and state of repair as when received, except for ordinary wear and tear or loss or damage caused by an act of GOD or natural disaster.

X. SUCCESSORS: This Agreement shall be binding upon any assignee or successor-in-interest to the CITY, including the Canby School District.

IN TESTIMONY of which, this AGREEMENT has been executed on behalf of the CITY by its Mayor and attested by its City Administrator and has been executed by or on behalf of the above.

SERVICE AGENCY:

CITY OF CANBY:



 Mark Adams, Chair



 Brian Hodson, Mayor



 Dave May, Vice Chair



 Richard Robinson, City Administrator

Date: 1-21-2016

Date: 1/6/2016