

RESOLUTION NO: 15-10

CITY OF MCCALL

NOW, THEREFORE, BE IT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCALL, VALLEY COUNTY, STATE OF IDAHO, MAKING CERTAIN FINDINGS; APPROVING THE ADOPTION OF THE *PETROLEUM TANK MUTUAL OWNERSHIP AND JOINT OPERATIONS AGREEMENT* WITH THE MCCALL FIRE PROTECTION DISTRICT AND AUTHORIZING ITS EXECUTION BY THE CITY OF MCCALL DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

RESOLVED by the City Council of the City of McCall:

Section No. 1 Findings:

- 1.1** WHEREAS, the McCall Fire Protection District [District] is a duly formed and functioning Fire Direct under the “Fire Protection District Law” pursuant to Chapter 14 of Title 31 Idaho Code which boundaries are inclusive of all area within the City of McCall; and
- 1.2** WHEREAS, The City of McCall [City] and the District are both in need of petroleum in order to operate and to provide their respective services to the residence, tax payers and persons found within their respective boundaries;
- 1.3** WHEREAS, The City together with the District have the opportunity to purchase a 12,000 gallon UL 142 Double wall Horizontal fuel tank; and
- 1.4** WHEREAS, the City owns land and has suitable space within which to place and maintain a large petroleum tank and it is accessible and convenient for use; and
- 1.5** WHEREAS, it is in the best interest of the City and the District to purchase petroleum in bulk with resulting savings in their petroleum expenses; and
- 1.6** WHEREAS, it is necessary in order for the City and the District to jointly own a fuel tank and purchase petroleum in bulk that the same be structured and governed under an agreement; and
- 1.7** WHEREAS, it is in the best interests of the City of McCall to enter into the proposed *Petroleum Tank Mutual Ownership and Joint Operation Agreement* between the City of McCall and the McCall Fire Protection District.
- 1.8** WHEREAS, the City Council has the authority pursuant to I.C. § 50-301, to contract and be contracted with, as is needful for the uses or purposes of the city; and exercise all powers and perform all functions of local self-government in city affairs as are not

specifically prohibited by or in conflict with the general laws or the constitution of the State of Idaho; and

- 1.9 WHEREAS, the City and the District each have the power pursuant to I.C. § 67-2332 to enter into interagency contracts to perform any governmental service, activity or undertaking which the City and the District are each authorized by law to perform, including services, supplies and capital equipment; and

Section 2: Authorization to Execute and Agreement:

- 2.1 That the Petroleum Tank Mutual Ownership and Joint Operation Agreement [a true and correct copy of which is attached hereto marked Exhibit "A"] is hereby approved.
- 2.2 That the Mayor and City Clerk of the City of McCall shall execute the Petroleum Tank Mutual Ownership and Joint Operations Agreement on behalf of the City.

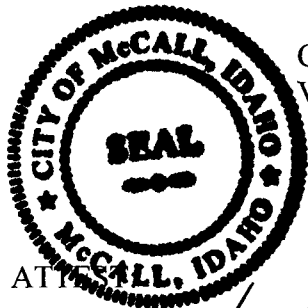
Section 3: Directing the City Clerk:

- 3.1 The City Clerk is hereby directed to:
- 3.1.1 Retain this Resolution in the official records of the City; and
- 3.1.2 Provide a copy of this Resolution, to the Public Works Director; and
- 3.1.3 Certify this Resolution to the Board of Commissioners of the McCall Fire Protection District.

Section 4: Date of Effect

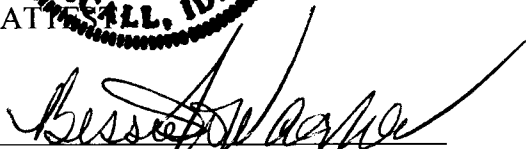
- 4.1 This Resolution shall be in full force and effect after its passage and approval.

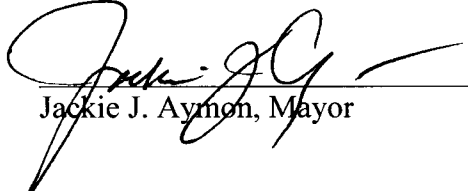
PASSED by the City Council of the City of McCall on this 9 day of July, 2015



CITY OF MCCALL
Valley County, Idaho

ATTEST


BessieJo Wagner, City Clerk


Jackie J. Aymon, Mayor

**CERTIFICATE OF THE CLERK
OF
THE CITY OF MCCALL**

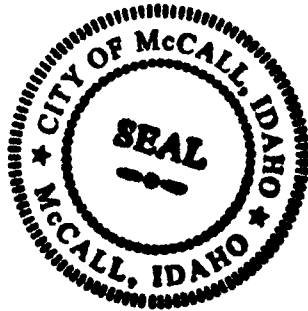
I, the undersigned, do hereby certify:

1. That I am the duly appointed and elected Clerk of the City of McCall, a duly incorporated city operating under the laws of the State of Idaho, with its principal office at City Hall, 216 E. Park Street, McCall, Idaho, 83638.
2. That as the Clerk of this City, I am the custodian of its records and minutes and do hereby certify that on the 9 day of July, 2015, the following action has been taken and authorized by the City Council:

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of the City of McCall on the 9 day of July, 2015

CITY OF MCCALL

(SEAL)



By: _____

BessieJo Wagner
BessieJo Wagner, City Clerk

Original Counterpart	1 of 2
City of McCall	

**PETROLEUM TANK MUTUAL OWNERSHIP
AND JOINT OPERATION AGREEMENT
[Joint Exercise of Power and Interagency Agreement]**

Parties to Agreement:

City of McCall	City	City Hall 216 E Park Street McCall ID 83638
McCall Fire Protection District	Fire District	201 Deinhard Ln, McCall, ID 83638

THIS AGREEMENT made this ___ day of _____, 2015 by and between the Parties as herein this Agreement defined.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and the recitals set forth which are a material part of the Agreement, the Parties agree as follows:

**SECTION 1
DEFINITIONS**

- 1.1 Administrator/s:** means and refers to either or collectively to either the City Manager or designated representative and to the Fire District Fire Chief depending upon the context of the term in this Agreement.
- 1.2 Agreement:** Means and refers to this Agreement which may be referred to and cited as Petroleum Tank Mutual Ownership and Joint Operation Agreement and/or PT/MOJO.
- 1.3 City:** means and refers to the City of McCall, a municipal corporation organized and existing by virtue of Title 50 Idaho Code and Party to this Agreement.
- 1.4 Fire District:** Means and refers to the McCall Fire Protection District, a fire protection district, organized and existing by virtue of Chapter 14 of Title 31, Idaho Code Party to this Agreement.
- 1.5 Fund:** Means and refers to the PT/MOJO Account Fund and all assets which are subject to the performance of this Agreement as set forth in Section 7 of this Agreement.

Exhibit A

- 1.6 Initial Petroleum Tank:** means and refers to the initial Petroleum Tank, which is the subject of this Agreement, being a 12,000 gallon UL 142 Double wall Horizontal fuel tank.
- 1.7 Petroleum Tank:** Means and refers to any tank used for the storage and dispensing of petroleum products which the Parties agree to make subject to this Agreement.
- 1.8 Party/Parties:** Means and refers to either the City or the Fire District or collectively to both the City and the Fire District depending upon the context of the use of the Term.
- 1.9 Personnel:** Means and refers generically to any employee of a Party.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** Fire District has the duty and was formed for the purpose of the protection of property against fire and the preservation of life within the boundaries of the District [which is inclusive of the City] and the enforcement of any of the fire codes and other rules that are adopted by the state fire marshal pursuant to chapter 2, title 41 Idaho Code [I.C. § 31-1401]; and
- 2.2** The Fire District has various equipment used to provide its services; and
- 2.3** The City has various departments through which it provides services to the residence and persons found within the boundaries of the City inclusive of administrative, airport, public works, parks, utilities and law enforcement services; and
- 2.4** The City has equipment in order to provide its services; and
- 2.5** The Parties have the power, pursuant to I.C. § 67-2332, to enter into interagency contracts to perform any governmental service, activity or undertaking which the Parties are authorized by law to perform, including services, supplies and capital equipment; and
- 2.6** The Fire District Board of Commissioners has the discretionary powers pursuant to I.C. § 31-1417 to manage and conduct the business and affairs of the Fire District and to make such contracts, and purchase, hold, sell and dispose of such personal property as may be necessary or convenient for the purposes of the Fire District; and
- 2.7** The City Council has the authority, pursuant to I.C. § 50-301, to contract and be contracted with, as is needful for the uses or purposes of the city; and exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho; and

Exhibit A

- 2.8** The Parties each have a constant need for petroleum, in order to provide services; and
- 2.9** The Parties have an opportunity to acquire a 12,000 gallon UL 142 Double wall Horizontal fuel tank; and
- 2.10** A 12,000 gallon fuel tank is larger than each Party needs but is sufficient for the current needs of both Parties and will provide for the ability of the Parties to purchase petroleum in bulk with resulting savings in their petroleum expenses; and
- 2.11** The City owns land and has suitable space within which to place and maintain a large petroleum tank which is an accessible and convenient location for use by the Parties; and
- 2.12** The Parties have the authority, pursuant to Idaho Code § 67-2326, to make the most efficient use of their powers by enabling them to cooperate to their mutual advantage and thereby provide services and facilities and perform functions in a manner that will best accord with geographic, economic, population, and other factors influencing the needs and development of the respective Parties.
- 2.13** The Parties have the authority, pursuant to Idaho Code § 67-2328, to exercise any power, privilege or authority authorized by the Idaho Constitution, statute or charter, held by them jointly with each other.
- 2.14** The Parties have the authority, pursuant to Idaho Code § 67-2328, to enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint use, ownership and/or operation agreements; and
- 2.15** The Parties find that it is in their mutual best interest, to exercise their authority and to share their financial resources to purchase and jointly own, operate and use a large petroleum tank.
- 2.16** The Parties find that it is important that joint ownership, operation and use of a petroleum Tank, that the governance of the same should be defined by written agreement in accordance with the laws of the State of Idaho to protect each Party/Parties' investment, afford equal opportunity for the, management, use and replacement of petroleum Tank/s which affords to each Party/Parties a return on the investment.
- 2.17** The Party/Parties have authority to enter into this Agreement with the other Parties by reason of Idaho Code §§ 67-2326 and 67-2328.

SECTION 3 JOINT EXERCISE OF POWER AGREEMENT PROVISIONS

- 3.1** **Duration:** This Agreement is perpetual until either Party terminates this Agreement as herein provided in Section 12 of this Agreement.