

RESOLUTION NO. 829-R

WHEREAS, the Metereaders, a partnership authorized to do business under that name and style in the State of Oregon as the Metereaders, is a meter reading service engaged in the business of providing utility meter reading services; and

WHEREAS, the City of Troutdale reads its water meters by way of this contract service; and

WHEREAS, it is the intention to extend the the agreement between the Metereader and the City to provide meter reading services to the City for another two-year period.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:


The Mayor be authorized to execute a re-newed contract with its associated extension rights.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS
26TH DAY OF JUNE, 1990.

YEAS 5

NAYS 0

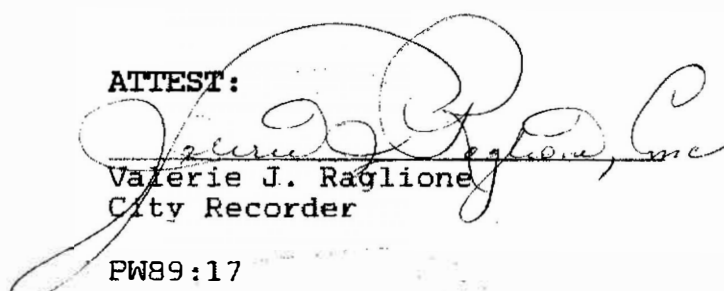
ABSTAINED 0



Sam K. Cox, Mayor

Date Signed: June 28, 1990

ATTEST:



Valerie J. Raglione
City Recorder

PW89:17

METER READING CONTRACT AGREEMENT

WHEREAS, the City of Troutdale, hereinafter referred to as City is a municipal corporation duly chartered under the laws of the State of Oregon, and

WHEREAS, the Metereaders, a partnership authorized to do business under the name and style in the State of Oregon as Metereaders, is a meter reading service engaged in the business of providing a utility meter reading service, and

WHEREAS, it is the intention of the parties to enter into an agreement between the Metereaders and the City to provide meter reading services to the City,

IT IS THEREFORE AGREED:

A. DUTIES OF METEREADERS:

1. Metereaders agrees to provide meter reading services for each reading period (monthly) and they shall read all water meters designated by the City to be read. These meters to be read shall be only those meters located either within the municipal limits of the City of Troutdale, or those served by the City of Troutdale.

2. Metereaders shall not be required to render readings for the opening or closing of initial customer accounts. The Metereaders will not be responsible for re-reading meters (except where multiple re-reads are necessitated by an error by Metereaders), nor shall they be responsible for determining whether meters are on or off, notifying customers of leaks in the water system, reading meters inside buildings, or pumping flooded meter vaults.

3. Metereaders are not required to read meters where the access is obstructed in such a manner that the meter cannot be read by the exercise of reasonable diligence. If conditions make it impossible for the Metereader to perform a meter reading during a specific contracted period, both parties shall decide when or if the meter readings are to be done for that particular period by Metereaders.

4. Metereaders agrees that they shall commence reading meters on or near the twenty fifth (25) day of the month. The results of the meter readings shall be submitted no later than five (5) working days after commencement of each reading period.

5. Metereaders agrees to provide liability insurance for the acts or omissions of their agents in an amount not less than \$300,000 per incident for personal injuries and \$100,000 per incident for property damage. Such insurance shall remain in full force and effect throughout the duration of services rendered to City by Metereaders. Metereaders further agrees that they shall personally indemnify their agents and assigns for all losses not covered by or exceeding the terms of the Metereader's liability insurance policies. The Metereaders further agree to make copies of such liability insurance available to the City for each contract period.

6. Metereaders agrees that meter reading books or records shall remain the property of City and will be immediately returned to City upon termination of this agreement.

7. Metereaders agree that all information provided by City or obtained by Metereaders through performance of this agreement shall be confidential and shall not be disclosed by Metereaders to any other person.

8. Metereaders shall obtain a City business license and shall keep such license in full force and effect during the term of this agreement.

B. DUTIES OF THE CITY:

The City grants to Metereaders the exclusive right to read all water meters located in or served by the City of Troutdale, whether now existing or installed in the duration of this contract, except City reserves the right to make special readings for emergency situations, for meters on construction projects and for agricultural meters at such times as the City deems that to be necessary.

2. City agrees to maintain all such meters and meter enclosures in reasonable repair and order at all times so as to facilitate the reading of meters by Metereaders.

3. On the mutually agreed upon date, City shall furnish to Metereaders all books and records necessary to designate the meters to be read.

4. The City agrees that all payments to Metereaders shall be made at their business in accordance with the payment terms below.

C. PAYMENTS:

1. Payments to be made from City to Metereaders shall be based exclusively on the adjusted number of meters read per month. The total number of meters read per month shall be billed in increments of five. That figure shall be multiplied by Thirty-two cents (\$.32) per meter per monthly reading, or if all meters read on a bimonthly basis shall be multiplied by Thirty-five cents (\$.35) per meter, or if one half the meters are read each month shall be multiplied by thirty-seven cents (\$.37) per meter. This product shall be the sole sum due to Metereaders from City for that month.

2. These payments are for the work of reading meters, using meter readers computers to record the records and for providing one computer diskette with current readings per month.

D. COMMENCEMENT DATED:

1. The commencement date of this agreement is August 1, 1990, and the agreement shall continue in full force and effect through July 31, 1992. City may, at its option, renew this contract for a period of two years, beginning August 1, 1992.

E. MISCELLANEOUS PROVISIONS:

1. Indemnification: Each party shall indemnify and hold harmless the other from any and all expenses and liability resulting or arising out of any negligence or misconduct on that party's part to the extent that the amount of loss exceeds the applicable insurance carried by the party.

2. Amendments: This agreement may be amended at any time and from time to time, and any amendment must be in writing and signed by each party.

3. Governing Law: This agreement is executed and intended to be performed in the State of Oregon, and the laws of that state shall govern its interpretation and effect.

4. Successors: This agreement shall be binding on and inure to the benefit of the respective successors, permitted assigns, or personal representatives of either party, except to the extent of any contrary provision of this agreement.

5. Severability: If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6. Entire Agreement. This instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed by this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the parties to be charged.

7. Attorney's Fees: In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate as of the date first shown above.

City of Troutdale:

By: Sam K. Coe

Date: June 28, 1990

By: _____

Date: _____

APPROVED AS TO FORM:

METEREADERS:

By: Richard Williams

Date: 5-10-90

[Signature]
City Attorney
City of Troutdale