

**A RESOLUTION STATING THE CITY OF TROUTDALE'S INTENT TO CONTRACT WITH THE CITY OF GRESHAM FOR FIRE SERVICE.**

WHEREAS, residents of the City of Troutdale currently pay for and receive fire service from Multnomah County Rural Fire Protection District #10 which encompasses an area that includes four cities and a portion of unincorporated Multnomah County; and

WHEREAS, in 1986, the Cities of Troutdale, Fairview and Wood Village formed a Fire Task Force comprised of the Mayor and one Councilor from each City in order to study the impact of Gresham and Portland annexations on remaining territory within Fire District #10; and

WHEREAS, a study undertaken by Fire District #10 identified Troutdale, Fairview, Wood Village, Orient, Interlachen and Maywood Park as the only remaining areas within the fire district once annexations were complete and estimated that the cost of fire service to these areas could rise to approximately \$7.00 per \$1,000 assessed value; and

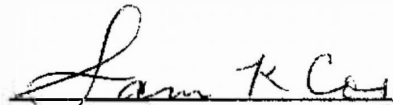
WHEREAS, the City of Gresham has proposed to provide fire service to the City of Troutdale at the same level provided to Gresham taxpayers at a cost of \$576,181.00 annually for a five year period.

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

The City does hereby enter into a contract with the City of Gresham [attached as Exhibit A] for a five-year period commencing July 1, 1992 following voter approval of withdrawal from Multnomah County Rural Fire Protection District #10 and approval of a new tax base for the City of Troutdale.


**ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS  
14th DAY OF JANUARY, 1992.**

YEAS: 3  
NAYS: 0  
ABSTAINED: 0

  
\_\_\_\_\_  
Sam K. Cox, Mayor

Dated: JANUARY 15, 1992

ATTEST:

  
\_\_\_\_\_  
Valerie J. Raglione, CMC  
City Recorder

## INTERGOVERNMENTAL AGREEMENT FOR FIRE SERVICES

This agreement is between the City of Gresham (Gresham) and the City of Troutdale (Troutdale).

The parties, under the authority of ORS Chapter 190, desire to enter into this intergovernmental agreement for the provision of fire and related services to territory within the city limits of Troutdale.

NOW, THEREFORE, the parties agree as follows:

1. Gresham will provide fire suppression, fire prevention, emergency medical services and hazardous materials emergency response services to Troutdale. The level of service to be provided will be at the same level as that provided to Gresham. That level of service is defined in the Fire Services Master Plan (1990).

2. Gresham will provide for all facilities maintenance and replacement, vehicle and equipment maintenance and replacement, and the attendant risk management, personnel management, and management support necessary to perform the services provided by this agreement.

3. Troutdale will undertake and complete as soon as legally possible a division of assets with Multnomah County Fire District #10 as part of its withdrawal from the District and will turn over to Gresham for Gresham's ownership and use any assets acquired. Both parties shall mutually agree on the value of assets turned over as well as a depreciation schedule for those assets.

4. On termination of this agreement, unless replaced by another similar purpose agreement between the parties hereto, the said assets received from Troutdale, or fire service assets of equal value, or the equivalent in cash at Troutdale's option shall be returned to Troutdale within 30 days of such termination. The value of assets or cash to be returned shall be based on the original value of the assets at the time they are turned over to Gresham and as adjusted for inflation and depreciation.

5. Gresham reserves the right to locate personnel, facilities and apparatus to provide effective, cost efficient service to its total service area. Troutdale shall be consulted prior to any decision to relocate fire station(s) serving Troutdale. Relocation of facilities and/or personnel shall not reduce service levels below those identified within the Fire Services Master Plan of 1990. The Troutdale fire station shall not be relocated outside the Troutdale city limits without Troutdale's approval.

6. Troutdale shall pay Gresham \$576,131 for services provided by this contract during the first year. The cost for each subsequent year shall be the same percentage of \$981,483 that the assessed value of Troutdale is a percentage of the combined assessed value of Troutdale, Wood Village and Fairview. This amount shall be payable in four equal installments on or before October 1st, January 1st, April 1st and June 30th of each fiscal year.

7. Gresham will provide Troutdale an annual report detailing services provided under this agreement. During the term of this agreement Troutdale shall provide one representative to serve on the Fire Services Master Plan Advisory Committee.

8. This agreement shall be in effect from July 1, 1992 to 12:01 AM July 1, 1997. Upon receipt of ten days written notice of default (including breach of contract) Gresham or Troutdale may terminate this agreement:

Default means:

- a. The other party fails to provide services called for by this agreement; or,
- b. The other party fails to perform any provision of this agreement or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the other may authorize.

This agreement may be extended for an additional five years upon agreement of both parties subject only to a renegotiation of the annual cost for services to be based upon Gresham's costs for providing those services.

9. This agreement shall be effective only upon voter approval, prior to July 1, 1992, of withdrawal from Fire District #10 and approval of a new tax base for Troutdale.

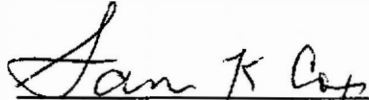
10. Gresham agrees to indemnify, defend and hold harmless Troutdale from liability to third parties for its performance under the terms of this Intergovernmental Agreement.

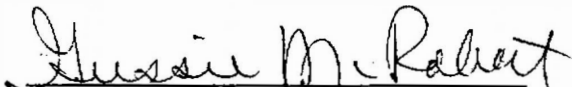
11. In the event a lawsuit is instituted to obtain performance under this agreement, the prevailing party is entitled to such sums as a court deems reasonable for attorney fees, and to all costs and disbursements incurred.

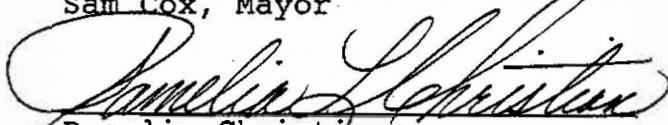
DATED THIS 20 DAY OF May, 1992


For Troutdale:

For Gresham:

  
\_\_\_\_\_  
Sam Cox, Mayor

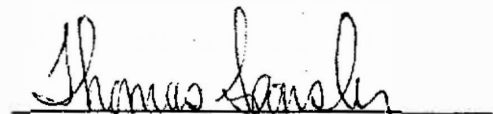
  
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Gussie McRobert, Mayor

  
\_\_\_\_\_  
Pamela Christian,  
City Administrator

  
\_\_\_\_\_  
J. Michael Casey,  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_

  
\_\_\_\_\_  
Thomas Sponsler,  
City Attorney

Three City Fire Proposal

	Year 1 (92/93)	Year 2 (93/94)	Year 3 (94/95)	Year 4 (95/96)	Year 5 (96/97)	Average		
<b>Personal Services:</b>								
<b>Wages:</b>								
Base: 1	\$366,531	\$414,597	\$466,422	\$524,725	\$590,315	\$472,918		
Overtime: 2	36,000	39,600	43,600	47,916	52,708	43,957		
Benefits: 3	162,154	182,423	205,226	230,879	259,739	208,084		
Training: 4	92,133					18,427		
<b>Total Personal Services:</b>	<b>658,817</b>	<b>636,620</b>	<b>715,208</b>	<b>803,520</b>	<b>902,762</b>	<b>743,385</b>		
<b>Materials and Services:</b>								
Risk & Wk Comp.: 5	41,612	44,376	47,485	50,983	54,919	47,875		
Dispatch: 6	38,954	42,849	47,134	51,848	57,033	47,564		
Equip. Repl./Maint.: 7	18,333	19,433	20,599	21,835	23,145	20,669		
Other Direct M&S: 8	31,000	32,860	34,832	36,921	39,137	34,950		
Admin. Overhead: 9	71,884	70,302	78,323	87,310	97,380	81,040		
<b>Total Materials &amp; Services:</b>	<b>201,783</b>	<b>209,821</b>	<b>228,373</b>	<b>248,897</b>	<b>271,613</b>	<b>232,098</b>		
<b>Capital Outlay:</b>								
Various: 10	10,000	5,000	5,000	5,000	5,000	6,000		
<b>Total Capital Outlay:</b>	<b>10,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>6,000</b>		
<b>Total:</b>	<b>\$870,601</b>	<b>\$851,441</b>	<b>\$948,581</b>	<b>\$1,057,417</b>	<b>\$1,179,375</b>	<b>\$981,483</b>		
<b>Estimated Assessed Valuation</b>								
	Base (91/92)	% Inc.						
Fairview	90,113	12.20%	101,107	113,442	127,282	142,810	160,233	128,975
Wood Village	78,797	2.90%	81,082	83,433	85,853	88,343	90,805	85,923
Troutdale	241,357	7.10%	258,493	276,846	296,502	317,554	340,100	297,899
<b>Total</b>			<b>440,682</b>	<b>473,721</b>	<b>509,637</b>	<b>548,707</b>	<b>591,238</b>	<b>512,797</b>
<b>Cost/Thousand</b>	<b>\$1.98</b>		<b>\$1.80</b>	<b>\$1.86</b>	<b>\$1.93</b>	<b>\$1.99</b>	<b>\$1.91</b>	

1. Nine base and three relief firefighters. One inspector. Indexed at 12.5% (5% cola and 7.5% merit)
2. Based upon Station #3 budget (\$36,341). Indexed at 10%
3. Estimated at 44% of base wage. Based upon Station #3 budget (44.1%)
4. Three months of base wage
5. Wk Comp estimated at 6% base wages.(experience rated) Risk estimated at \$1,800/employee
6. Used Station #3 budget. Indexed at 10%
7. Replacement of Engine (200,000/25). Brush Ptg (80,000/15) and approx. 5,000 in maintenance. Replacement #'s assume equipment is new. Indexed at 6%
8. Based upon Station #3 budget (\$31,141). Indexed at 6%
9. City's overhead burden rate -9% of all costs
10. Estimated at 5,000 except for first year
11. Based upon 91/92 A.V. Growth

City of Gresham  
 Three City Fire Proposal  
 -Assumes Contract implemented in 92/93

OPTION 1 (RETAIN FD #1)

Status Quo (Using 91/92 Rates)	Fairview	Wood Village	Troutdale	Average/Total
City	\$1.7540	\$1.4850	\$3.5448	2.2546
Mult County	4.4907	4.4907	4.4907	4.4907
FD 10	3.612	3.612	3.612	3.612
Port	0.0861	0.0861	0.0861	0.0861
Metro	0.1174	0.1174	0.1174	0.1174
<b>Total</b>	<b>\$10.0602</b>	<b>\$9.7712</b>	<b>\$11.8510</b>	<b>\$10.5608</b>
<b>Rate Limit Factor (Combined/10)</b>	<b>99.4018%</b>	<b>100.0000%</b>	<b>84.3811%</b>	<b>94.6898%</b>
<b>91/92 Estimated Assesed Valuation (in thousands)</b>	<b>90,113</b>	<b>78,797</b>	<b>241,357</b>	<b>410,267</b>
<b>Anticipated Tax Revenue -91/92 (Rate * Value * Limit)</b>	<b>157,112</b>	<b>115,438</b>	<b>721,033</b>	<b>994,483</b>
<b>Anticipated Tax Revenue -92/93 (Assume 6% Bump)</b>	<b>166,539</b>	<b>122,364</b>	<b>765,249</b>	<b>1,054,152</b>
<b>Estimated Property Tax Revenue Increase</b>	<b>\$9,427</b>	<b>\$6,926</b>	<b>\$43,316</b>	<b>\$59,669</b>

OPTION 2 (RETAIN GRESHAM & LEVY CITY RATE & 2.45-ORIGINAL PROPOSAL)

Without FD 10	Fairview	Wood Village	Troutdale	Average/Total
City -Old Base	\$1.7540	\$1.4850	\$3.5448	2.2546
Mult County	4.4907	4.4907	4.4907	4.4907
City New Tax Base Increment	2.45	2.45	2.45	2.45
Port	0.0861	0.0861	0.0861	0.0861
Metro	0.1174	0.1174	0.1174	0.1174
<b>Total</b>	<b>\$8.8982</b>	<b>\$8.6092</b>	<b>\$10.6890</b>	<b>\$9.3988</b>
<b>Rate Limit Factor (Combined/10)</b>	<b>100.0000%</b>	<b>100.0000%</b>	<b>93.5541%</b>	<b>97.8514%</b>
<b>91/92 Estimated Assesed Valuation (in thousands)</b>	<b>90,113</b>	<b>78,797</b>	<b>241,357</b>	<b>410,267</b>
<b>Anticipated Tax Revenue -91/92 (Rate * Value * Limit)</b>	<b>157,119</b>	<b>115,438</b>	<b>727,293</b>	<b>999,850</b>
<b>Anticipated Tax Revenue -92/93 (Combined Rate * 1.06 * Limit)</b>	<b>401,565</b>	<b>327,000</b>	<b>1,434,840</b>	<b>2,163,405</b>
<b>92/93 Payment to Gresham (Average Payment)</b>	<b>(224,760)</b>	<b>(180,592)</b>	<b>(576,131)</b>	<b>(981,483)</b>
<b>Net to City</b>	<b>176,806</b>	<b>146,408</b>	<b>858,709</b>	<b>1,181,922</b>
<b>Estimated Property Tax Revenue Increase</b>	<b>\$19,687</b>	<b>\$30,970</b>	<b>\$131,416</b>	<b>\$182,073</b>

OPTION 3 (RETAIN GRESHAM & LEVY CITY RATE & 3.612-F.D. 10 LEVY)

Without FD 10 *****	Fairview	Wood Village	Troutdale	Average/Total
City - Old Base	\$1.7540	\$1.4650	\$3.5448	2.2546
Mult County	4.4907	4.4907	4.4907	4.4907
City New Tax Base Increment	3.612	3.612	3.612	3.612
Port	0.0861	0.0861	0.0861	0.0861
Metro	0.1174	0.1174	0.1174	0.1174
<b>Total</b>	<b>\$10.0802</b>	<b>\$9.7712</b>	<b>\$11.8510</b>	<b>\$10.5608</b>
Rate Limit Factor (Combined/10)	99.4016%	100.0000%	84.3811%	94.5942%
91/92 Estimated Assessed Valuation (in thousands)	90,113	78,797	241,357	410,267
Anticipated Tax Revenue -91/92 (Rate * Value * Limit)	157,119	115,438	727,293	999,850
Anticipated Tax Revenue -92/93 (Combined Rate * 1.06 * Limit)	509,492	424,058	1,545,004	2,478,552
92/93 Payment to Gresham (Average Payment)	(224,780)	(180,592)	(576,131)	(981,483)
Net to City	284,732	243,464	968,874	1,497,070
Estimated Property Tax Revenue Increase	\$127,613	\$128,026	\$241,581	\$497,220

BECKMAN COBA

