

RESOLUTION NO. 1718

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR FIRE AND EMERGENCY SERVICES

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:


1. The City of Troutdale contracts with the City of Gresham for fire and emergency services.
2. The attached Intergovernmental Agreement between Troutdale and Gresham is necessary to provide fire and emergency services to Troutdale residents and businesses.

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

Section 1. The attached Intergovernmental Agreement for Fire and Emergency Services hereby approved.

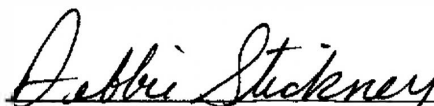
Section 2. This resolution takes effect immediately upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0



Paul Thalhofer, Mayor
8/26/04

Date



Debbie Stickney, City Recorder
Adopted: August 24, 2004

INTERGOVERNMENTAL AGREEMENT FOR
FIRE AND EMERGENCY 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 emergency services to the territory within the city limits of Troutdale.

NOW, THEREFORE, the parties agree as follows:

1. Gresham will continue to 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 Troutdale as of the beginning of this agreement.

a.) Troutdale agrees to adopt the same fire code, with amendments, that is adopted by Gresham. Troutdale hereby grants Gresham the authority to enforce that fire code in Troutdale. Gresham accepts this authority and agrees to enforce that fire code within Troutdale.

b.) Fiscal constraints could require a reduction in service. If events occur that require a service reduction, Gresham will notify Troutdale in writing not less than 90 days prior to implementation of the reduction in service. The notice will explain the nature of the reduction and the reasons why Gresham believes a reduction in service is necessary. Gresham agrees to meet and confer with Troutdale.

c.) If Gresham is annexed by Rural Fire Protection District #10 (FD), this agreement will terminate when Gresham's firefighter employees are transferred to FD. If this occurs, Troutdale will compensate the City of Gresham for services rendered on a prorated basis up to the date of transfer. Gresham will provide Troutdale with not less than 90 days notice of the date of transfer.

d.) In the alternative, Gresham may assign its interests and responsibilities under this agreement to FD, subject to not less than 90 days notice to Troutdale. Gresham and FD will make good faith efforts to maintain the level of services and costs following assignment.

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

3. Except as provided in Section 1 above, Gresham reserves the right to locate personnel, facilities and apparatus to provide effective, cost efficient service to its total regional service area. Troutdale will be consulted prior to any decision to relocate fire station(s) serving Troutdale.

4. Gresham will provide Troutdale an annual report that provides a statistical breakdown of services provided under this agreement.

5. Troutdale will pay Gresham the sum of \$868,677.60 for fire services.

a) Troutdale will be responsible for the cost of Fire Dispatch services, and will provide Gresham FES with written confirmation that it has paid for those services.

b) Troutdale's obligation to Gresham is to be paid in four equal installments on or before October 1st, 2004; and January 1st, April 1st and June 30th, 2005.

6. This agreement shall be in effect from July 1, 2004 to 11:59PM, June 30 2005. Upon receipt of ten days written notice of default Gresham or Troutdale may terminate this agreement.

Default occurs if one party fails to provide services required under this agreement or otherwise fails to comply with the terms and conditions of this agreement. A party may cure default if it provides the services or complies with the applicable provision of the agreement within the ten day notice period.

This agreement may be extended upon agreement of both parties subject only to a renegotiation of the annual cost for services.

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

8. If a legal action 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.

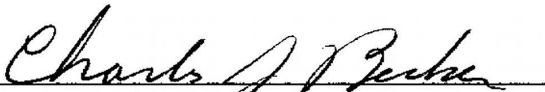
remainder of this page left blank intentionally

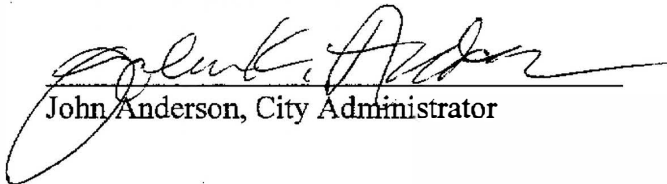
DATED THIS 10 DAY OF October 2004.

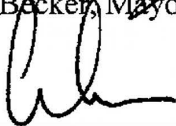
For Troutdale:


Paul Thalhofer, Mayor

For Gresham:


Charles Becker, Mayor


John Anderson, City Administrator


Erik V. Kvarsten, City Manager

APPROVED AS TO FORM:


Marnie Allen, City Attorney


Miles Ward, Sr. Asst. City Attorney