

RESOLUTION NO. 2203

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF FAIRVIEW TO SHARE THE COST FOR PORTLAND STATE UNIVERSITY TO CONDUCT A STUDY OF FIRE SERVICES.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Intergovernmental Agreement (IGA) for Fire and Emergency Services between the cities of Fairview, Wood Village and Troutdale with the City of Gresham expires on July 1, 2015.
2. Prior to the IGA expiring, it is in the city's best interests to independently validate reasonable costs for such services, and consider alternatives to renewing that agreement.
3. Portland State University on behalf of its Mark O. Hatfield School of Government (PSU), has agreed to perform the Study.
4. The City of Fairview will contribute \$10,000.00 toward the cost of the project, which payment shall be made to the City of Troutdale.

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

Section 1. The City Manager is authorized to execute the Memorandum of Understanding substantially in accordance with the MOU attached as an Exhibit to the staff report.

Section 2. This Resolution shall take effect upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0

Doug Daoust

Doug Daoust, Mayor

5/16/13

Date

Debbie Stickney

Debbie Stickney, City Recorder

Adopted: May 15, 2013

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between THE CITY OF TROUTDALE, an Oregon municipal corporation ("Troutdale"), and THE CITY OF FAIRVIEW, an Oregon municipal corporation ("Fairview"), each a "Party" and collectively, the "Parties."

RECITALS

- A. Both Parties are parties to an Intergovernmental Agreement (IGA) for Fire and Emergency Services between the cities of Fairview, Wood Village and Troutdale with the City of Gresham, which IGA expires on July 1, 2015;
- B. Both Parties consider it to be in their best interests to independently validate reasonable costs for such services, and consider alternatives to renewing that agreement; and
- C. The Parties along with Wood Village have agreed to fund a study to independently validate reasonable costs for such services and to evaluate alternatives to renewing the IGA with the City of Gresham to provide fire and emergency medical services; and
- D. An IGA was executed with Portland State University (PSU) on March 6, 2013 between PSU and the City of Troutdale to manage the Fire Study on behalf of the cities of Troutdale and Wood Village (IGA with PSU); and
- E. The IGA with PSU has been amended to address the changes to the study's scope, budget and timeline in order to address Fairview's participation to the satisfaction of each city.

ACCORDINGLY, this MOU documents the following understanding and agreement of the Parties:

1. Troutdale has a contract with Portland State University by and through its Mark O. Hatfield School of Government (PSU) to conduct the "Study" generally as described herein, and more particularly described in the IGA with PSU a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".
2. In addition to updating cost and service data that will serve to independently verify data the City of Gresham will provide during contract negotiations, the study will examine a range of alternative configurations and options for providing fire and emergency response services available to the Parties and Wood Village.
3. Troutdale will administer the IGA with PSU on behalf of both Parties.
4. Troutdale will pay PSU an amount not exceed \$25,425 for services provided under the terms of the IGA with PSU.
5. Fairview will pay Troutdale a one-time, lump-sum of \$10,000 for Fairview's share of the cost of the study to be performed by PSU upon receiving the first deliverable (Rate for Services Analysis and Comparison) under the IGA with PSU.
6. Fairview certifies that sufficient funds are available to finance Fairview's obligations under this Agreement within its current appropriation.

7. The Parties intend that no partnership, agency, employment or any other legal relationship between the Parties be established, construed or implied as a result of this MOU.
8. The Parties, by this MOU, agree to cooperate with each other to accomplish those tasks required in order allow PSU to complete the study in the time provided for in the IGA with PSU.
9. Any notice to a Party concerning this MOU shall be in writing and delivered by first class mail or hand delivery, with a copy by fax or email, to:

City of Troutdale,
Attn: Craig Ward
219 E. Historic Columbia River Hwy.
Troutdale, OR 97060


City of Fairview
Attn: Samantha Nelson
1300 NE Village Street, Fairview, Oregon
Fairview, OR 97024

10. This MOU is intended to be a legal, valid and binding agreement. By execution of this MOU, the Parties are not forming a joint venture, partnership or any other similar arrangement. No Party shall by the terms of this MOU be deemed to be a representative, agent or employee of another Party nor shall any Party have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of another Party, nor bind another Party in any respect, without the specific prior written authorization of such other Party.

UNDERSTOOD AND AGREED:


Date: 5/22/2013

The City of Fairview
An Oregon Municipal Corporation

By: 
Name: Samantha Nelson
Title: City Administrator

Date: 5/20/13

The City of Troutdale
An Oregon Municipal Corporation

By: 
Name: Craig R. Ward
Title: City Manager