

RESOLUTION NO. 2253

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN IGA WITH THE CITIES OF FAIRVIEW, GRESHAM, AND WOOD VILLAGE, FOR PROVISION OF MEDIATION SERVICES

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The cities of Troutdale, Wood Village, Fairview, and Gresham (herein "Cities"), are units of local government that may agree with each other under ORS 190.010 for the provision of a service that it is within their authority to perform.
2. Any and all of the Cities may provide mediation services to members of the general public, as such services tend, on whole, to prevent some disputes from escalating into breaches of the peace, and can supply other beneficial results.
3. Persons who use City-sponsored mediation programs typically present issues such as neighbor disputes, development issues, local business problems, landlord-tenant problems, and other community disputes.
4. The City of Gresham will provide mediation services through its East Metro Mediation program, and the City of Troutdale may sign an agreement to use this program to serve its own residents.
5. The cities expect that cooperatively funding the East Metro Mediation program will create efficiencies and economy of scale, which can result in a better value to each City over each City funding its own program.

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

Section 1. The Council authorizes the City Manager to enter into an IGA for mediation services in substantially the form of the IGA attached as Exhibit A to this Resolution.

Section 2. This Resolution takes effect upon passage by the City Council.

YEAS: 7
NAYS: 0
ABSTAINED: 0

Doug Daoust

Doug Daoust, Mayor

Date *6/11/14*

Debbie Stickney

Debbie Stickney, City Recorder

Adopted: June 10, 2014

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF
GRESHAM, FAIRVIEW, TROUTDALE AND WOOD VILLAGE
FOR MEDIATION SERVICES**

This is an Agreement between the cities of Gresham, Fairview, Troutdale and Wood Village, pursuant to ORS 190, for the provision of mediation services.

The parties agree as follows:

- 1) The City of Gresham shall provide mediation services through East Metro Mediation, a program provided through the City of Gresham, to serve residents of Fairview, Gresham, Troutdale and Wood Village.
- 2) East Metro Mediation will offer mediation services in cases involving neighbors, businesses, development issues, landlord-tenant problems, home owner associations, manufactured home parks, elders, foreclosure avoidance and community disputes.
- 3) East Metro Mediation will train and supervise volunteer mediators to mediate these cases. There will be two advanced workshops for mediators.
- 4) East Metro Mediation will provide neutral facilitators for organizations and discussions.
- 5) East Metro Mediation will offer workshops and trainings for the public to learn skills in conflict resolution.
- 6) East Metro Mediation will provide outreach and publicity services, record keeping, and annual reporting to the cities.
- 7) The cities will assist in providing outreach, as each deems appropriate, through web links, newsletters, public information, and by referrals from police, code enforcement, city staff and others.
- 8) East Metro Mediation is a dispute resolution program operated by the City of Gresham, and the City of Gresham is solely responsible for the administration of the program, and for the selection, supervision and compensation of the program's officers, agents and employees.
- 7) The confidentiality of the dispute resolution and mediation services provided under this agreement shall at all times comply with ORS 36.220 to 36.238. East Metro Mediation may, however, make statistical reports concerning the number of cases and individuals it serves, and the results obtained, consistent with these confidentiality requirements.

8) The cities agree to fund East Metro Mediation of the City of Gresham in the following amounts for the year 2014-15

Fairview	\$ 2,800
Gresham	45,420
Troutdale	3,500
Wood Village	1,500

9) Payment will be made by December 30, 2014, and by December 30 of each fiscal year it is renewed. The cities may, either independently or together, seek outside funding to offset the costs or to enhance the program.

10) The term of this agreement shall be from July 1, 2014 through June 30, 2015. This agreement may be renewed in writing at the beginning of each fiscal year thereafter, or thereafter be amended in its budget amounts if approved by city budget process, upon the written agreement of the parties. For the purposes of renewal and amendment of this agreement each City Council hereby authorizes its city manager or city administrator to execute such renewals and amendments of this agreement without further action by the City Council.

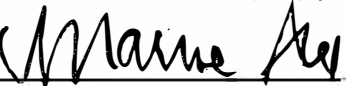
11) Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local nondiscrimination ordinances.

12) Subject to the limitations and requirements of the Oregon Tort Claims Act (ORS 30.260 - .300), each party to this agreement agrees to be responsible for the actions of its own employees, and to defend, save, hold harmless, and indemnify the other parties, their officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of that party or its officers, employees, subcontractors, or agents under this agreement.

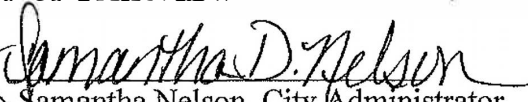
CITY OF GRESHAM

By:  AIC
Erik Kvarsten, City Manager

APPROVED AS TO FORM:

By: 
City Attorney
DATED: 5/12/14

CITY OF FAIRVIEW

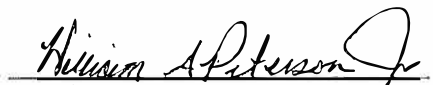
By: 
Samantha Nelson, City Administrator
DATED: 6/12/2014

CITY OF TROUTDALE

By: 
Craig Ward, City Administrator
Manager

DATED: 6/19/14

CITY OF WOOD VILLAGE

By: 
William A. Peterson, Jr.,
City Administrator

DATED: 14 May 2014