

RESOLUTION NO. 2121

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH REYNOLDS SCHOOL DISTRICT TO PARTNER IN DISTRIBUTING THEIR RESPECTIVE NEWSLETTERS

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Cooperation between public entities can be a beneficial way to utilize resources.
2. That it is a financial benefit for the City and Reynolds School District to jointly mail out our newsletters, thereby sharing in the cost of postage.

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

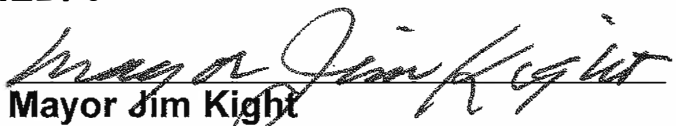
Section 1. That the Mayor is authorized to sign an Intergovernmental Agreement with Reynolds School District, which is in substantial conformity to that which is attached to the Staff report as Exhibit "A".

Section 2. This resolution shall take effect immediately upon adoption.

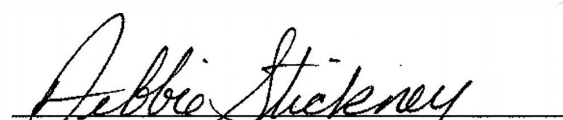
YEAS: 5

NAYS: 0

ABSTAINED: 0


Mayor Jim Kight

Date October 11, 2011


Debbie Stickney, City Recorder
Adopted: October 11, 2011

INTERGOVERNMENTAL AGREEMENT: Reynolds School District

This agreement is between the City of Troutdale ("City") and Reynolds School District No. 7, Multnomah County Oregon, a school district of the State of Oregon ("District"), (collectively, the "Parties"), pursuant to authority granted in ORS Chapter 190.

The Parties mutually agree as follows:

The purpose of this agreement is to fulfill a shared vision for the Parties to increase communication to our patrons in the most cost-effective manner possible.

TERM OF AGREEMENT AND RENEWAL

The initial Agreement term shall be October 1, 2011 through June 30 2012. This agreement may be renewed for additional one-year fiscal year terms by written agreement of the parties.

RESPONSIBILITIES OF THE PARTIES

1.0.0 RESPONSIBILITIES OF THE CITY. The City agrees to:

- 1.0.1 Communicate newsletter deadlines to the District.
- 1.0.2 Bill the District for ¹/₂ of postage costs.
- 1.0.3 Give permission to the City's newsletter printing vendor for the District to provide stand-alone content to be inserted into the City's publications.
- 1.0.4 City will incur no obligation if it is caused to delay a publication date of its newsletter.

2.0.0 RESPONSIBILITIES OF THE DISTRICT. The District agrees to:

- 2.0.1 Provide stand-alone content about the City's schools to be inserted in the City's newsletter by its printing vendor.
- 2.0.2 Assume financial responsibility for all printing costs of the District-provided content (inserts), including costs, if any, charged by City's printing vendor to place the inserts in City's newsletter.
- 2.0.3 Pay the City for ¹/₂ of the postage costs for any publication that contains District-provided newsletter inserts. District agrees to be responsible for any additional postage costs if the addition of the District's insert causes an increase in the postage rate currently paid by the City.
- 2.0.4 Provide content to the City printing vendor in a timely manner as to meet City deadlines. City will not be obligated to delay publication of its newsletter if District's content is not ready by publication deadline.
- 2.0.5 Protect the City from claims caused by District actions or District content.

INDEMNITY

1. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, City shall defend, save and hold harmless District, its officers, agents, and employees from all claims, suits or actions of whatever nature resulting from or arising out of the activities of City relating to this Agreement.
2. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, District shall defend, save and hold harmless the City, its officers, agents, employees from all claims, suits or actions of whatever nature resulting from or arising out of the activities of District relating to this Agreement.

TERMINATION

This Agreement may be terminated at any time by any party upon ninety (90) days written notice.

WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

CITY OF TROUTDALE

Margaret Frank Knight
Title

October 11, 2011
Date Signed

(If needed, City Council approval
date 10-11-2011)

REYNOLDS SCHOOL DISTRICT #7

Donna
Executive Director of Business Services

10/7/11
Date Signed

(If needed, board approval
date _____)