

RESOLUTION NO. 2190

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH 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.


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

- Section 1. The City Manager is authorized to execute the Intergovernmental Agreement substantially in accordance with Agreement attached as an Exhibit to the staff report.
- Section 2. This Resolution shall take effect upon adoption.

YEAS: 5


NAYS: 0

ABSTAINED: 0



Doug Daoust, Mayor
2/13/13

Date



Debbie Stickney, City Recorder
Adopted: February 12, 2013

Received

PSU Contract # 21820

MAR 06 2013

Portland State Univ
Purchasing Dept

**Agreement by and between Portland State University
And
City of Troutdale**

This Inter-governmental Agreement (this "Agreement") is by and between **the State Board of Higher Education, acting by and through Portland State University on behalf of its Mark O. Hatfield School of Government** ("PSU") and City of Troutdale ("AGENCY"), individually the "Party", collectively the "Parties", hereinafter.

AGENCY INFORMATION:

Representative: *Craig Ward*
Title: *City Manager*

Address: *219 E. Historic Columbia River HWY
Troutdale, OR 97060*
Telephone: *503 665.5175*

PSU INFORMATION:

Representative: Jennifer Schmid
Title: Office Administrator
Portland State University
Hatfield School of Government
Center for Public Service
Address: PO Box 751 (PA - ELI)
Portland, Oregon 97207 - 0751
Telephone: 503-725-8261

1. Term and Termination

This Agreement shall become effective on the date of final signing by all parties and shall remain in effect until ~~June 30~~, 2013, unless otherwise terminated by either party. This Agreement may be terminated with thirty (30) days written notice to the Parties, by either Party. This Agreement may be amended by mutual consent, reduced to writing, and signed by the parties.

August 1

*PL
3/5/13*

2. Cost/Consideration

Payment for services provided under the terms of this Agreement shall not exceed \$25,425. Fees shall be paid by Agency to PSU in accordance with the following schedule:

and upon project completion.

PSU will submit quarterly invoices to the City of Troutdale due March 31, 2013 and June 30, 2013, Payment shall be made to PSU within thirty (30) days of receipt of invoice.

*PL
3/5/13*

3. Invoices

All invoices to PSU shall be sent to the following address:

Center for Public Service
Portland State University
PO Box 751 (PA - ELI)
Portland, OR 97207 - 0751
Attn: Fellowship Coordinator
Telephone: 503-725-5153
Facsimile: 503-725-5111
schmidjl@pdx.edu

4. Scope of Work

All the following tasks shall be performed by Portland State University.

Rate for Services Analysis and Comparison: Based on the annual fee charges in the current fire and emergency medical services (EMS) intergovernmental agreement between Troutdale, Wood Village, Fairview and Gresham (Gresham Agreement #2368) and other taxation and financial information, compare

- the relative cost burden of fire and emergency services allocated to the four jurisdictions. Obtain budget, taxation and financial data from Troutdale, Wood Village, Gresham, Multnomah County and other related jurisdictions. Prepare a small data set and compute cost rates on a gross and per unit basis by city (per capita, per \$1,000 assessed property value, and by other applicable categories). Consult with the City of Gresham staff to understand the rate structure, cost recovery intention, and the proportional coverage of fixed, debt, incremental and variable costs in the annual charges. Compare the fee rates charged to Troutdale and Wood Village with the rates charged to Gresham, Fairview and RFD 10 residents and to the

rates charged on average to all residents served by Gresham Fire. Identify any variation in rates, and identify any rationale and justification for the variation.

- II. **Clarify Fire and EMS Service Profiles:** Compare the emergency service delivery profiles for Troutdale, Wood Village, and Gresham. Obtain, prepare data and analyze the calls for service records for the last three years (2010, 2011, and 2012) for Troutdale, Wood Village, and Fairview. Categorize the call types (EMS medical non motor vehicle, EMS motor vehicle accident, rescue, structural fire, wildland fire, electrical or hazardous material, service call, assistance, good intent, police assistance, false alarm/recalled, etc.). Define the usual service activity, staffing and equipment response for each call type category. Obtain, prepare data and analyze the call for service records for 2011 (or if data is completely available, most recently 2012) for Gresham and RFD 10. Categorize call types in the same manner as for the smaller cities (Troutdale, Wood Village and Fairview). Use graphics and other analysis to compare the service profiles for all the cities and RFD 10.
- III. **Define Major Episode Event Profiles:** By city (Troutdale, Wood Village, Gresham and RFD10), identify any major service events in the data time frame in item 2 above. Categorize these events (e.g. major structural or wildland fires, major ice and weather event, railroad or industrial event) and identify the corresponding response by activity, staff and equipment. If no events are identified within the dataset time frame, by city and fire district area review historic records, consult emergency preparedness plans, and qualitatively describe potential major episode events, and the activity responses. Qualitatively describe and compare major event profiles between the cities and fire district area. Based on the major event profiles identify the staffing and resource capacity needed for effective response. Identify mutual aid agreements and potential service responders from other cities, districts, county, port, state and federal providers.
- IV. **Clarify Fire Prevention and Code Enforcement Services:** Based on available budget and program accomplishment data, summarize fire prevention and code enforcement program activities and accomplishments by city for the same analysis period defined in item 2 above. Qualitatively compare prevention and code enforcement service profiles and draw conclusions.
- V. **Management Support and Capital Debt Cost Analysis:** Based on available financial and budget data from Gresham identify and analyze the management support services and costs provided in the current intergovernmental agreement (Agreement 2368, clause 3). Identify the apparatus and facility capital investment schedules and associated saving, sinking fund and debt expenses. Understand the total costs and the allocation of management support and capital debt costs across the existing station houses and to the total Gresham fire service area. To the greatest extent possible, identify any shared services, subsidies and economies of scale in the current cost structure related to management support, capital investments, and debt.
- VI. **Identify Unused Service Capacity:** Troutdale and Wood Village each maintain the basic administrative and management support services, and maintenance needed to operate a municipal fire and EMS jurisdiction. Qualitatively compare the management support services, and service level needs, identified in item 5 above with the current service capacity in the Troutdale and Wood Village organizations to cover these functions.
- VII. **Station Centered Cost Analysis:** Based on available budget and financial data, validate the operations, maintenance, and capital cost structure under the current service agreement for station 75 (Troutdale). From this analysis identify the total costs and unit costs necessary to operate the station at current capacity, capital investment and staffing.
- VIII. **Service Delivery Models:** Based on the above analysis results, literature research, and consultation with administrative and emergency services experts develop a range of alternative configurations and options for fire and emergency services delivery to Troutdale and Wood Village. Options will include a staffing model using professional leader supervising a body of volunteers, a model in which services are contracted by a fire district, evaluation of a private "for-profit" or "not for profit" provider, or modifications to the existing Gresham service model. Each of these will be evaluated in the context of one of three separate deliver

platforms, an intergovernmental agreement utilizing existing resource, the use of an existing or new fire district, and direct service delivery by one of the municipal corporations in the agreement (Troutdale, Wood Village, Fairview, or Gresham).

5. Additional Terms and Conditions

A. Indemnification

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, Portland State University shall indemnify Agency against any liability for damage to life or property arising from University's actions under this Agreement provided, however, University shall not be required to indemnify Agency for any such liability arising out of the wrongful or negligent acts of employees or agents of Agency.

B. Access to Records

The parties shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement. The Oregon Department of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the parties which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by the parties for six years from the date of contract expiration unless a shorter period is authorized in writing.

C. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written Amendment signed by both parties.

D. Assignment

PSU shall not assign or transfer its interest nor delegate its obligation in this Agreement without the express written consent of Agency. PSU shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from Agency.

E. Availability of Funds Clause; Non-appropriations Clause

Agency certifies that sufficient funds are available to finance Agency's obligations under this Agreement within its current appropriation, provided, however, that continuation of this Agreement or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Agreement. In the event of such Non-Appropriation Agency will notify PSU of its intent to terminate this Agreement.

F. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

G. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, weather, labor disputes, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.

H. Governing Law

This Agreement shall be governed construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of law rules and doctrines. Any litigation between the PSU and Agency that arises out of or relates to performance of this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

I. No Third-Party Beneficiaries

The undersigned parties are the only parties to this Agreement and are the only parties entitled to enforce its

terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third person are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

J. Non-Discrimination.

In their respective performances of this Agreement, no party shall unlawfully discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, religion, marital status or sexual orientation. Moreover, each party shall comport its performance with all applicable Federal and State anti-discrimination acts and associated regulations.

K. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

L. Waiver

The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.

M. Merger

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Agency and PSU, by the signature of their authorized representatives, hereby acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions.

6. NOTICES

All notices regarding this Agreement should be sent to the parties at the following addresses:

To Agency: **City of Troutdale**
219 E. Historic Columbia River Highway
Attention: Craig Ward, City Manager
Telephone: 503.665.5175
Email: craig.ward@troutdaleoregon.gov

To PSU: Center for Public Service
Portland State University
PO Box 751, MC: PA-ELI
Portland, OR 97207
Attn: Fellowship Coordinator
Telephone: 503-725-8261
Facsimile: 503-725-5111
Email: schmidjl@pdx.edu

WITH A COPY TO:

Portland State University
Office of Purchasing & Contracting
PO Box 751, MC: PUR
Attn: Contracts Officer
Portland, OR 97207-0751
Telephone: (503) 725-3441
Facsimile: (503) 725-5594

7. Signatures

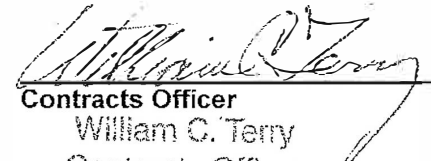
Agency and PSU, by the signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. This agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. AGENCY and PSU agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

City of Troutdale

 2/27/13
Craig Ward, City Manager Date

**THE STATE BOARD OF HIGHER
EDUCATION ACTING BY AND THROUGH
PORTLAND STATE UNIVERSITY:**

 3/5/13
Center for Public Service Date
Phil Keisling, Director

 3/6/13
Contracts Officer Date
William C. Terry
Contracts Officer
Portland State University