

RESOLUTION NO. 2194

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN MEMORANDUM OF UNDERSTANDING WITH THE CITY OF WOOD VILLAGE 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 Wood Village will contribute \$7,500.00 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 (MOU) 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

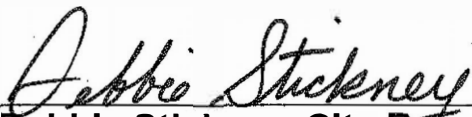
ABSTAINED: 0



Doug Daoust, Mayor

2/28/13

Date



Debbie Stickney, City Recorder

Adopted: February 26, 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 WOOD VILLAGE, an Oregon municipal corporation ("Wood Village"), 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 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.

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

- 1. Troutdale will contract with Portland State University on behalf of its Mark O. Hatfield School of Government (PSU) to conduct the "Study" generally as described herein, and more particularly described in the IGA between Troutdale and 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.
- 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.
- 5. Wood Village will pay Troutdale \$7,500.00 for its share of the cost of the study to be performed by PSU.
- 6. Wood Village certifies that sufficient funds are available to finance Wood Village's obligations under this Agreement within its current appropriation.
- 7. Wood Village will pay Troutdale \$7,500 as a one-time, lump-sum upon receiving the first deliverable (Rate for Services Analysis and Comparison) under the Agreement by and between Portland State University and City of Troutdale.
- 8. 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.
- 9. 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 between Troutdale and 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
Telephone: (503)665-5175
Fax: (503)665-7265

City of Wood Village
Attn: Bill Peterson
2055 NE 238th Drive
Wood Village, OR 97060
Telephone: (503)667-6211
Fax: (503)669-8723

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: 27 Feb 2013

City of Wood Village
An Oregon Municipal Corporation

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

Date: 3/1/13

The City of Troutdale
An Oregon Municipal Corporation

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