



RESOLUTION
(26 - 2014)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE 2014-15 INTERGOVERNMENTAL AGREEMENT WITH CITY OF GRESHAM FOR EAST METRO MEDIATION SERVICES.

WHEREAS, the City desires to continue participating in the East Metro Mediation Program as provided through the City of Gresham; and

WHEREAS, a signed Intergovernmental Agreement #6238 with the City of Gresham is necessary for the City of Fairview to continue participation for Fiscal Year 2014-15; and

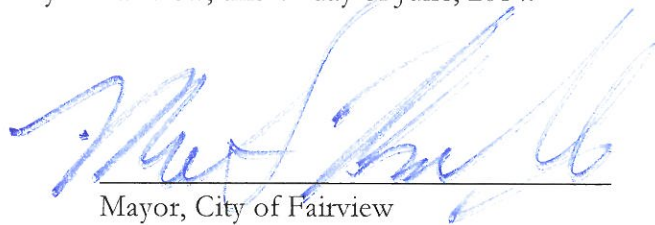
WHEREAS, the funds to participate in the East Metro Mediation Program were approved in the City of Fairview Budget for Fiscal Year 2014-15.

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS FOLLOWS:

Section 1 The City Administrator is authorized to sign Intergovernmental Agreement #6238 with the City of Gresham for East Metro Mediation Services for Fiscal Year 2014-15.

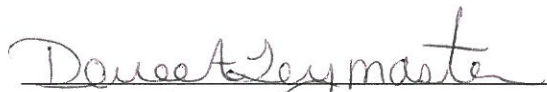
Section 2 This resolution is and shall be effective from the day of its passage.

Resolution adopted by the City Council of the City of Fairview, this 4th day of June, 2014.



Mayor, City of Fairview
Mike Weatherby

ATTEST



City Recorder, City of Fairview
Devree Leymaster

**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: _____
Erik Kvarsten, City Manager

APPROVED AS TO FORM:

By: Marne Ayl
City Attorney

DATED: 5/12/14

CITY OF FAIRVIEW

By: _____
Samantha Nelson, City Administrator

DATED: _____

CITY OF TROUTDALE

By: _____
Craig Ward, City Administrator

DATED: _____

CITY OF WOOD VILLAGE

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

DATED: 14 May 2014