

INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES

This agreement is entered into by and between **Portland Community College** ("PCC") **CLIMB HP**, hereinafter referred to as the **CLIMB HP**, and the **City of Portland, Oregon**, by and through its bureau of **Portland Fire & Rescue** ("PF&R"), jointly known as "**Parties**."

RECITALS

WHEREAS, **Portland Community College** is an Oregon community college in the state of Oregon; and

WHEREAS, the **City of Portland** is a municipal corporation of the State of Oregon and authorized to enter into intergovernmental agreements with other public bodies to perform functions, or have performed for it, functions it is authorized to perform: and

WHEREAS, **PF&R** desires to engage **CLIMB HP** to render Special Custom Designed Educational Services for **Advanced Cardiac Life Support** ("ACLS"), Pediatric Advanced Life Support ("PALS"), and Pre-Hospital Trauma Life Support ("PHTLS").

NOW, THEREFORE, the **Parties** agree as follows:

1. Effective Date of Agreement

This Agreement shall be effective upon final signature of both parties.

2. Term of Agreement

This Agreement shall be effective and continue in full force and effect until execution of a successor agreement or termination as set forth above.

3. Obligations of CLIMB HP

CLIMB HP will provide the following:

- a. A Course Director, equipment, and instructional content for courses taught at CLIMB or Portland Fire and Rescue:
 1. ACLS Renewal courses, each one day in duration, at PF&R. Three (3) each year starting in January 2011.
 2. PALS Renewal courses, each one day in duration, at PF&R. Six (6) every other year starting January 2011.
 3. PHTLS Renewal courses, each one day in duration, at PF&R. Six (6) every fourth year starting in January 2012.
 4. PHTLS Instructor Update course offered one time with delivery date to be determined.
 5. The Quality Assurance Facilitator, assigned to develop, coordinate and conduct the Custom Designed Educational Services will be certified in

accordance with the standards on file with the Oregon Board of Education, and/or by documented experience and credentials that will be acceptable to **CLIMB HP** and **PF&R**; and

6. Course registration information for **PF&R** employees taken at each class for a student class size not to exceed 28 per day.

- b. Instructor monitoring to ensure that **PF&R** instructors continue to be certified as instructors in accordance with **American Heart Association** (“**AHA**”) guidelines and The National Association of EMT’s.

4. Obligations of PF&R

PF&R will provide the following:

- a. Internal publicity to **PF&R** employees; and
- b. Instructors, equipment and training floor space to accommodate student skills demonstration from **PF&R** adequate to meet instructor: student ratios of 1:8 and **AHA** guidelines.
- c. If **PF&R** employees cannot attend classes at **PF&R** they can make up the course at **CLIMB** during a regularly scheduled class at the contract rate

5. Compensation for CLIMB

- a. **CLIMB HP** will be compensated by **PF&R** for all services rendered and expenses incurred to conduct the Custom Designated Educational Services in the amount of

Course	Frequency	Location: CLIMB –Central	Location: PF&R
ACLS	3 times per year	\$1,500 per day Up to 28 participants per day	\$1,500 per day Up to 28 participants per day
PALS	Every other year; six (6) per year (2011, 2013, 2015, etc.)	\$1,500 per day Up to 28 participants per day; does not include books or cost of cards	\$1,500 per day Up to 28 participants per day
PHTLS	Every four years; six (6) per year (2012, 2016, 2020, etc)	\$1,500 per day Up to 28 participants per day Plus \$15.00 per person National Association of EMTs fee; does not include books or cost of cards	\$1,500 per day Up to 28 participants per day Plus \$15.00 per person National Association of EMTs fee

Course	Frequency	Location: CLIMB –Central	Location: PF&R
PHTLS Instructor Update	One time. Update, delivery date to be determined	\$2,380.00 for up to 20 participants; does not include books or cost of cards	

- b. **CLIMB HP** will bill **PF&R** at the end of the month following completion of the course for the respective number of instructional days and cost of cards. **PF&R** will be responsible for payment within thirty (30) days of receipt of billing from **CLIMB HP**. Payments not made during this period may result in an additional three percent (3%) administrative fee.

6. Class Cancellation by CLIMB

CLIMB HP will notify **PF&R** of course cancellation within (14) days prior to the course.

7. Termination

This Agreement may be **terminated** by **CLIMB HP** or **PF&R** by giving thirty (30) days written notice.

8. Indemnification

Except as limited by the Oregon Constitution and the Oregon Tort Claims Act ORS 30.260-30.300, each party shall be responsible for its tortuous acts and those of its officers, employees or agents arising out of, or in any way connected with the acts of that party under this Agreement. If the actions of one of them, or of their officers, employees or agents, leads to suit against the other, then the party whose actions are at issue shall hold harmless and indemnify the other.

9. Liability for Failure to Perform

Neither **PF&R** nor **CLIMB HP** shall be liable for any failure or delay in performing their obligations hereunder, or for any loss or damage resulting there from, due to:

- a. Acts of God, acts of government, war, riot, embargoes, acts of civil or military authorities, fire, flood, accidents, strikes, epidemics or unusually severe weather affecting either part; or
- b. Causes beyond their control and which are not foreseeable or causes beyond the reasonable control of their subcontractors which are not foreseeable.

10. Entire Agreement

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THE AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. ANY SUCH AMENDMENT, WAIVER OR CONSENT, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SINGATURES BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

12. Contact Information

All communication for PCC shall be sent to: Sheila Meserschmidt
CLIMB for Health Professionals
Portland Community College
1626 SE Water Ave., Suite 114
Portland, OR 97214
971-722-6630

All communication for the City shall be sent to: Fire Chief
Portland Fire & Rescue
55 SW Ash St.
Portland, OR 97204
(503) 823-3700

13. Amendment

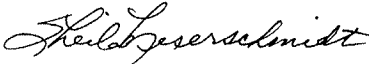
This Agreement may be amended by written agreement and signed by both parties.

14. Relationship to Parties

The parties acknowledge and agree that the relationship created by this Agreement is that of independent contractors, each is an independent entity and, as such, neither party may represent itself as an employee, agent or representative of the other; nor may it incur any obligations on behalf of the other party. The parties are each liable for the salaries and any associated benefits as well as Workers Compensation Insurance for their own employees.

15. Applicable Law

This Agreement shall be governed by the laws of the State of Oregon. All actions shall be brought in the Circuit Court of Multnomah County, Oregon.

City of Portland Portland Fire & Rescue	Portland Community College CLIMP HP
By: _____ Randy Leonard Commissioner	 By: _____ Sheila Meserschmidt Director, CLIMB HP
By: _____ LaVonne Griffin Valade Auditor	
Date: _____	Date: December 7, 2010
Federal Tax ID #: 93-6002236	Federal Tax ID #: 93-0575187
Approved as to form: By: _____ City Attorney's Office	