

## MFSA AGREEMENT WITH CITY OF PORTLAND BUREAU OF FIRE

This is an agreement between the MARITIME FIRE AND SAFETY ASSOCIATION of the lower Columbia River (hereinafter referred to as MFSA) and City of Portland Bureau of Fire (hereinafter referred to as "Bureau".)

The agreement is drawn for the purpose of implementing relevant provisions of the Lower Columbia Maritime Fire Safety Plan, February 1985. (See Exhibit 1.)

## PREFACE

The Maritime Fire and Safety Association is a nonprofit corporation certified in the State of Oregon. Its purpose is to promote fire protection, safety and the enhancement of navigation on the Columbia and Willamette Rivers. Its regular members are the deep-draft marine terminal owners and operators on the lower Columbia River and upper Willamette River.

The corporation is governed by a board of directors elected by the membership. The board manages the affairs of the corporation within the bounds set for projects, programs and budgets approved by the regular membership. Directors need not be residents of Oregon.

Each regular member pays dues of \$50 for each ocean-going vessel making the first call at each member's facility. Estimated dues payments will run \$80,000 to \$100,000 per year. In addition, the MFSA has been awarded a multi-year grant from the U.S. Coast Guard totaling \$612,000.

## ARTICLE I - EQUIPMENT AND SUPPLIES

Section 1.01: MFSA hereby agrees to provide the Bureau with certain fire fighting equipment and supplies as referenced in Exhibit 2 of this agreement, "Equipment and Supplies Schedule." The schedule will be reviewed periodically and may be amended with consent of both parties.

Section 1.02: MFSA covenants that it has exercised due diligence to make the equipment and supplies referenced herein safe and suitable for the purposes intended. However, it cannot and does not warrant that the same is fit and suitable for the purposes intended, nor that said equipment may not malfunction or fail to perform. The Bureau hereby agrees that it accepts said equipment and supplies "as is, where is" with no warranty of suitability for purposes intended and no warranty that said equipment and supplies are free from latent defects not discoverable by a reasonable inspection.

Section 1.03: The Bureau hereby agrees to maintain the equipment provided by MFSA in good working order and to store the equipment and supplies in such a manner as to protect against loss, damage, or theft. In carrying out this provision, the department shall be guided by MFSA's equipment management policy (Exhibit 3).

**Section 1.04:** The Bureau further agrees to have the equipment and supplies readily available for its own use in case of a ship fire emergency or for transport to another participating fire protection agency upon request. (Participating agencies are listed in Exhibit 4 of this agreement.) The requesting agency will specify the mode of transportation to be used. MFSA will reimburse the Bureau for any such transportation costs incurred, to the extent such costs are not otherwise covered.

**Section 1.05:** MFSA agrees to pay the cost of refurbishing the equipment and supplies as needed. The Bureau agrees to restore immediately at no cost to MFSA any supplies used or equipment damaged in fighting a non-marine fire.

**Section 1.06:** The MFSA or its designated representative and the federal government or its representative shall both have the right to inspect the equipment and supplies at any time.

## ARTICLE II - TRAINING

**Section 2.01:** MFSA agrees to provide training in marine fire fighting as follows:

- A. **Basic Training** - A minimum of four hours a year of localized instruction in the basics of fighting ship fires.
- B. **Regional Training** - A minimum of two days per year for designated fire fighters at a regional training facility or site. This training will include ship construction and systems, types of ships, safety and suppression methods in fighting ship fires, and coordinated response procedures. MFSA will cover the cost of tuition, transportation and out-of-town travel expenses.
- C. **National Training** - A minimum of two weeks per year of in-depth training for designated fire fighters at nationally recognized marine fire fighting schools. This training will include advance command tactics, special knowledge of ships, how to operate a command post, ship fire suppression strategy, and handling of hazardous cargoes. MFSA will cover the cost of tuition, transportation, and out-of-town travel expenses.

**Section 2.02:** The Bureau agrees to participate in the training program outlined in Section 2.01 above, as follows:

- A. **Basic Training** - The Bureau will provide the following to facilitate the basic training program:
  1. A classroom setting where the training can occur.
  2. A local contact person to work with the MFSA designated trainer and training administrator.
  3. Designation of participants and identification of same to the MFSA training administrator.

4. In-house notification and reminders to all training participants.
  5. Audiovisual equipment as available and as requested by the trainer.
- B. Regional Training: The Bureau agrees to designate 12 fire fighters to attend the annual two-day training referred to above.
- C. National Training: The Bureau agrees to designate three fire fighter to attend two weeks of advanced marine fire fighting training during 1986 at a nationally recognized marine fire fighting school. MFSA, in consultation with the Fire Protection Agencies Advisory Council, referred to in Article IV, will determine training plans for 1987 and beyond.

### ARTICLE III - FIRE RESPONSE PROCEDURES

In case of a ship fire emergency in or adjacent to areas protected by the Bureau, the Bureau agrees to follow the response procedures as outlined in the MFSA's Lower Columbia Maritime Fire Safety Plan. The Bureau also agrees to seek supplementary agreements with other participating fire protection agencies as needed to ensure effective and well-coordinated responses to marine fire emergencies regardless of where along the river they occur.

### ARTICLE IV - FIRE PROTECTION AGENCIES ADVISORY COUNCIL

Section 4.01: MFSA hereby establishes the Fire Protection Agencies Advisory Council (hereafter referred to as F-PAAC).

Section 4.02: Membership in F-PAAC shall consist of at least one representative from each participating fire protection agency and one representative from MFSA. The U.S. Coast Guard will be requested to provide an advisor to the group.

Section 4.03: F-PAAC will meet periodically for the following purposes:

1. To review the equipment and supplies schedules and equipment management policy and recommend needed changes thereto.
2. To assess the quality and extent of the training program and recommend appropriate revisions or additions.
3. To review the MFSA annual budget for training and equipment.
4. To coordinate, working closely with the U.S. Coast Guard, practice drills for ship fire emergencies and then, based on the results of such drills, recommend appropriate changes in fire response procedures.
5. To review the Lower Columbia Maritime Fire Safety Plan on a periodic basis, but no less than once every two years, and recommend appropriate updates, revisions and changes.

## ARTICLE V - ITEMS NOT COVERED IN THIS AGREEMENT

Section 5.01 - Mutual Aid: This agreement does not alter in any way existing or future mutual aid agreements between local service providers.

Section 5.02 - Emergency Medical Services: This agreement acknowledges and accepts the arrangements for EMS made by responsible local authorities.

Section 5.03 - Reimbursements: This agreement does not cover reimbursement costs for fire fighters' salaries, either while training, inspecting or maintaining equipment, fighting ship fires, or for any other purposes. Nor does it cover reimbursement for any outside contract services arranged by the Bureau, except as specified in Section 1.04 above.

## ARTICLE VI - LIABILITY COVERAGE

Section 6.01: For liability and insurance purposes, the Bureau, in responding under this agreement, shall be considered as having responded under its normal jurisdiction response or mutual aid agreement. The Bureau does not carry public liability insurance coverage. The Bureau and its officers, agents, and employees are exposed to liability under the circumstances and for the amounts specified in the Oregon Tort Claims Act, ORS 30.260 to 30.300. The Bureau maintains a fund from which to pay any such claims.

## ARTICLE VII - FUNDING LIMITATIONS

MFSA's commitments for the provision of training and equipment under this agreement are subject to the limitation and availability of funds, both from the federal government and from its own membership dues.

## ARTICLE VIII - MODIFICATION OR TERMINATION BY EITHER PARTY

This agreement may be modified or amended at any time by mutual consent of the parties. Either party may terminate this agreement upon the giving of ninety (90) days written notice to the other party. In the event the Bureau terminates, all equipment supplied to it shall be redelivered to the MFSA upon the termination date.

CITY OF PORTLAND

MARITIME FIRE SAFETY ASSOCIATION

By \_\_\_\_\_

By David N. Nese, President

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

:  
APPROVED AS TO FORM

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_

\_\_\_\_\_  
Counsel for MFSA

Date \_\_\_\_\_

**ORDINANCE No. 158194**

An Ordinance authorizing the Commissioner of Public Safety and the City Auditor to execute an agreement with the Maritime Fire and Safety Association of the Lower Columbia River to provide equipment, training and services for ship fire emergencies; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Maritime Fire and Safety Association (MFSA) is an Oregon nonprofit corporation, formed to promote fire protection, safety and enhancement of navigation on the Columbia and Willamette Rivers. Its regular members are the deep-draft marine terminal owners and operators on the lower Columbia River and upper Willamette River.
2. MFSA coordinates the providing of training, equipment and personnel for fighting marine fires along these rivers.
3. MFSA and the City would mutually benefit by entering into an agreement for providing this training, equipment and personnel, in the form marked Exhibit A and attached to this ordinance.

NOW, THEREFORE, the Council directs:

That the Commissioner of Public Safety and the City Auditor are authorized to execute an agreement with MFSA for providing training, equipment and personnel for fighting marine fires along the lower Columbia and upper Willamette River, on the terms set forth in Exhibit "A," attached to this ordinance.

Section 2. The Council declares that an emergency exists in that it is in the City's interests to obtain the benefits of this agreement forthwith; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **FEB 5 1986**

COMMISSIONER SCHWAB  
TRWilliams:mc  
January 27, 1986

**Jewel Lansing**  
Auditor of the City of Portland

By

*Edna Curran* Deputy

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Calendar No.

**ORDINANCE No. 158194**

**Title**

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THE COMMISSIONERS VOTED AS FOLLOWS		
	Yeas	Nays
BOGLE		
LINDBERG	/	
SCHWAB	/	
STRACHAN	/	
CLARK	/	

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

INTRODUCED BY
Commissioner Schwab

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL	
Bureau: Fire	
Prepared By: Thomas R. Williams	Date: 1/27/86
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head: <i>Kenneth L. Owens</i> Chief, Kenneth L. Owens	

CALENDAR	
Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer

Filed JAN 30 1986

JEWEL LANSING  
Auditor of the CITY OF PORTLAND  
By *[Signature]*  
Deputy

101100