

INTERGOVERNMENTAL AGREEMENT

County Contract Number 4600007705

City Contract Number 30001071

This is an Intergovernmental Agreement ("Agreement") between the City of Portland; acting through its Bureau of Portland Fire & Rescue ("CITY") a municipal corporation of the State of Oregon and Multnomah County, by and through its Health Department ("COUNTY") collectively called "Parties."

RECITALS

WHEREAS, City and County have an existing agreement regarding the provision of emergency medical and ambulance services within the City's limits; and

WHEREAS, the Parties desire to terminate that agreement and enter into this agreement; and

WHEREAS, the Parties still desire to address these two types of services.

NOW, THEREFORE, the Parties agree as follows:

1. **PURPOSE**

The purpose of this agreement is to provide for Emergency Medical Services ("EMS") and support ambulance services within the City of Portland limits.

2. **TERM**

The term of this agreement shall be from the date on which each party has signed this agreement and shall be automatically renewed for successive one year terms until terminated as provided for in this Agreement.

3. **RESPONSIBILITIES OF CITY**

Provide Emergency Medical Service through the City Bureau of Portland Fire & Rescue ("PF&R".) For purposes of this Agreement "Emergency Medical Service" means a minimum of Basic Life Support ("BLS") emergency medical response provided by PF&R through dispatch received from 9-1-1 calls.

- a. Obtain the State of Oregon required physician supervision for Emergency Medical Technicians ("EMT") employed by CITY, from COUNTY employed Emergency Medical Services Medical Director and compensate COUNTY for service. Compensation shall be paid to COUNTY annually starting July 1, 2009, for this service as provided in subsection "b" below. For purposes of this Agreement "Supervision" includes, but shall not be limited to, those services listed in Section 4.b of this Agreement.
- b. Pay to COUNTY \$54,585 as the CITY'S prorated share of the EMS Medical Director's annual salary. This is the maximum payment that will be due by CITY to COUNTY for these services in any annual contract period. Should this Agreement be terminated by either Party prior to the end of any renewal period, COUNTY shall reimburse CITY for any salary

payments made by CITY to COUNTY for the EMS Medical Director's annual salary but, due to the termination, not yet due to COUNTY'S EMS Medical Director.

- c. Participate in county-wide quality improvement activities and provide patient care data to COUNTY for its performance of this activity as deemed appropriate and necessary by COUNTY. Requests from the COUNTY for any additional data from the CITY will go through the EMS Deputy or Battalion Chief.
- d. Participate in joint paramedic training as approved by the COUNTY EMS Medical Director and keep record of expenses incurred for those trainings.
- e. May change the level, call response, or area of coverage for emergency medical first response service at any time and agrees to inform COUNTY of these changes 30 days prior to such change, unless such level is altered to respond to extenuating circumstances (i.e. winter weather event, pandemic flu, earthquake, etc.) which require immediate action. In these unusual circumstances, the CITY will notify the COUNTY as soon as practical.
- f. CITY will provide COUNTY with invoices for the cost of disposable supplies and medications used to provide patient care to persons receiving such care as a result of a dispatch of CITY resources by emergency dispatchers. CITY, upon COUNTY'S request, will make available copies of supply and medication purchase documents.
- g. The invoice shall include the date and cost of the expenses, and must include each of the following components:
 - 1. Be billed to "Multnomah County"
 - 2. Have invoice number and invoice date
 - 3. Have vendor name and address
 - 4. Reference Multnomah County Contract Number 4600007705
 - 5. On request, provide a description of the goods or services requiring replacement or order.
 - 6. Attach documents which detail the medical supplies and other supplies provided and for which payment is being made. Supplier invoices will suffice where they list the items provided.
- h. Invoices shall be submitted to:

Grants Management
Multnomah County Health Department
421 SW Oak Street, Suite 210
Portland, Oregon 97204
- i. Quarterly billing shall reflect purchases made specifically in that quarter and must be submitted to COUNTY no later than 60 days after the quarter with the exception of the quarter ending the fiscal year when the invoice is due 30 days after the quarter. Should CITY fail to invoice by the dates indicated below COUNTY shall not be obligated to reimburse CITY.

j.

Billing Quarter	Invoice Due to COUNTY
July – September	November 30 th
October – December	February 30 th
January – March	May 30 th
April – June	July 30 th

Should CITY discontinue the provision of emergency medical first response services, this Agreement will terminate at the time the CITY designates. The CITY will provide COUNTY with a minimum of 30 days advance notice in writing prior to termination.

4. **RESPONSIBILITIES OF COUNTY**

- a. Enforce County Code Section 21.400 as it applies to private ambulance services.
- b. Shall provide medical direction EMT medical supervision to EMT's employed by CITY. Such supervision shall include, but not be limited to:
 1. Field supervision (ride-along)
 2. Case review
 3. Quality improvement
 4. Coordinated certification training
 5. Medical consultation for specialty teams e.g. Haz-Mat, Urban Search and Rescue
 6. Annual in-service on protocol changes
 7. Individual supervision, as needed
 8. Medical consult for disaster planning
- c. COUNTY shall reimburse CITY on a quarterly basis starting July 1, 2009, for expenses incurred for participating in joint paramedic training. This shall be included in the quarterly billing established in Section 3.k. COUNTY shall reimburse up to a maximum amount of \$73,210 annually.
- d. COUNTY shall reimburse CITY for supplies and medications documented by CITY in accordance with paragraph 3.g. Payment terms are net 30 days after receipt of an accurate and acceptable invoice from CITY.
- e. COUNTY shall participate in ALS equipment upgrades by providing a minimum of two, with the goal of four new Lifepak 15's each contract year to be placed in service on PF&R first line apparatus. These equipment upgrades will be purchased through System Upgrade funding, if such funding is available.
- f. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Contract. In the event that funds cease to be available to COUNTY in the amounts anticipated, either COUNTY or CITY may terminate the Contract or the parties by mutual agreement may reduce Contract funding accordingly. COUNTY will notify CITY as soon as

it receives notification from funding source. Regardless of such termination action, COUNTY will be responsible for reimbursing CITY for reimbursable expenses incurred by CITY prior to the CITY's receipt of such notice from the COUNTY

5. **TERMINATION**

This agreement may be terminated by either party upon 30 days written notice. Notice shall be provided as follows:

FOR COUNTY:
EMS Coordinator
Multnomah County EMS
426 SW Stark Street, 7th Floor
Portland OR 97204

FOR CITY:
Fire Chief
Portland Fire & Rescue
55 SW Ash St
Portland OR 97204

6. **INDEMNIFICATION**

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COUNTY shall indemnify, defend and hold harmless CITY from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CITY shall indemnify, defend and hold harmless COUNTY from and against all liability, loss and costs arising out of or resulting from the acts of CITY, its officers, employees and agents in the performance of this agreement.

7. **WORKERS COMPENSATION INSURANCE**

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

8. **ADHERENCE TO LAW**

Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.

9. **NON-DISCRIMINATION**

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

10. **ACCESS TO RECORDS**

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law. Any demand for the same will be honored within 15 days of the same unless otherwise agreed by the Parties or prohibited by law.

11 **SUBCONTRACTS AND ASSIGNMENT**

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

12. **AMENDMENT**

This Agreement may only be amended by written agreement between the parties and if such amendment should increase the liability of either party such approval shall be through their governing bodies.

13. **ELECTRONIC SIGNATURES**

- a. 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.
- b. The parties agree that Portland and Multnomah County may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

14. **DISPUTE RESOLUTION**

All disputes between the Parties will be resolved under Oregon law and in the Circuit Court of Multnomah County, Oregon.

15. **THIS IS THE ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties.

16. **EFFECT OF VOID SECTION**

Should any court find that one section of this Agreement is void, if the remainder of the Agreement can still be enforced that finding shall not void the remainder of this Agreement.

17. **SIGNING IN COUNTERPART**

This Agreement may be executed in counterpart. The identical counterparts shall have the same force and effect as if a single document had been signed. CITY and COUNTY shall provide each other with copies signed copies from their respective governments.

MULTNOMAH COUNTY, OREGON:

CITY OF PORTLAND, OREGON:

Approved: _____
Department Director or Designee

Signature: _____
Commissioner Randy Leonard

Date: _____

Date: _____

Signature: _____
LaVonne Griffin-Valade, City Auditor

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

Date: _____

By: Jacqueline A. Weber
Assistant COUNTY Attorney

Approved as to form:

Date: _____

By: _____
Linda Meng, City Attorney