

**WORKING AGREEMENT**  
CITY CONTRACT NO. 30001104

This agreement is between the Washington State Association of Fire Marshals, PO Box 7964, Olympia, WA 98507-7964, hereinafter referred to as WSAFM, and the City of Portland, Oregon, by and through its Portland Fire & Rescue, 55 SW Ash Street, Portland OR 97204-3590, hereinafter referred to as PF&R or Contractor, collectively known as "Parties."

**RECITALS**

WHEREAS, the City of Portland is a municipal corporation of the State of Oregon; and

WHEREAS, Contractor is the Fire Bureau for the City of Portland, Oregon, and is interested in the distribution of smoke alarms; and

WHEREAS, the Washington State Association of Fire Marshals is a nonprofit corporation in the State of Washington; and

WHEREAS, the Washington State Association of Fire Marshals is authorized to enter into agreements such as this one; and

WHEREAS, the Washington State Association of Fire Marshals operates a program entitled "The Integrated Risk Management Fire Prevention Program" ("Program") which distributes smoke alarms to public agencies that will distribute the same among the residents and businesses within their jurisdiction; and

WHEREAS, the Washington State Association of Fire Marshals desires to provide smoke alarms to the Contractor for distribution within the City of Portland.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE OF AGREEMENT

To allow PF&R to participate in the Integrated Risk Management Fire Prevention Program sponsored by the Washington State Association of Fire Marshals ("WSAFM") through a Portland Home Visit program for smoke alarm installation. PF&R's participation shall take the form of making all reasonable efforts to install at least 6,000 smoke alarms in the Portland area. WSAFMS' participation shall take the form of the provision smoke alarms and reimbursement for certain PF&R costs related to this effort.

2. PORTLAND HOME VISIT PROGRAM MANAGER

The PF&R shall provide a program manager to manage the work associated with the Home Visit program for installation of smoke alarms provided by WSAFMA.

The services for program management will be paid by WSAFM upon receipt of a monthly invoice from PF&R for hours actually worked by PF&R's program manager during that month. All payments shall be

made to the Contractor within 30 days of the date of the invoice. The WSAFM agrees to make such payment up to \$80,000.00.

PF&R shall provide support through existing staff or community campaigns to complete the project in the time allowed.

3. PROGRAM WRITTEN MATERIALS

PF&R shall provide public education materials regarding fire safety to residents who may be visited during a fire or medical emergency, and shall invoice the WSAFM for the same. The WSAFM shall pay the PF&R within 30 days of the date of the invoice. WSAFM shall pay for such materials up to \$3,500.00.

4. RESPONSIBILITY FOR EMPLOYEE WAGES, BENEFITS AND LIABILITY

Each party shall be responsible for providing all wages and benefits to their own employees and for any workers compensation coverage for the same and for any volunteers as may be required by their own rules and regulations.

Each party shall be responsible for the acts, omissions or negligence of its own officers, employees or agents.

5. INDEPENDENT CONTRACTOR

PF&R shall perform services under this Agreement as an independent contractor.

6. TERM OF THIS AGREEMENT

This agreement shall become effective on February 15, 2010, or the date on which all parties have signed the agreement. This agreement shall expire, unless otherwise terminated or extended, on September 30, 2010. This agreement shall automatically be extended to February 28, 2011, if the Integrated Risk Management Fire Prevention Program is extended by the federal government.

7. STATEMENT OF WORK

PF&R shall make all reasonable efforts to install, or to have installed, at least 6,000 smoke alarms in homes in its jurisdiction. Said smoke alarms shall be provided by the Washington State Association of Fire Marshals.

8. CONSIDERATION AND PROVISIONS FOR PAYMENT

Program Manager time shall be invoiced at the hourly pay rate as a Fire Inspector Specialist, not to exceed \$80,000 through the life of the Agreement. Invoices shall be sent to:

Washington State Association of Fire Marshals  
PO Box 7964

Olympia WA 98507-7964

Invoices to be paid net 30 days from the date of the invoice.

Payment shall be sent to PF&R at:

Portland Fire & Rescue  
Attn: Accounting  
55 SW Ash St  
Portland OR 97204

9. SUBCONTRACTS

PF&R shall not enter into any subcontracts for any of the work scheduled under this agreement.

10. FUNDS AVAILABLE AND AUTHORIZED

WSAFM certifies at the time the agreement is signed by WSAFM that sufficient funds are available to WSAFM and authorized for expenditure to finance costs of this agreement within current appropriation/limitation.

12. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner except by written agreement signed by all parties.

13. TERMINATION

This agreement may be terminated upon thirty (30) days written notice by either party at any time and for any reason. Any termination shall be without prejudice to any obligations or liabilities of either party already incurred prior to such termination. Notwithstanding the foregoing, however, WSAFM shall provide PF&R with smoke alarms for all installation projects promised by the PF&R to citizens of Portland, OR, at the time of notice of termination from WSAFM and shall pay PF&R for all costs already incurred for project manager services and materials production.

14. COMPLIANCE WITH APPLICABLE LAW

The Parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement. Without limiting the generality of the foregoing, the Parties expressly agrees to comply with: (I) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

15. ASSIGNMENT

PF&R shall not assign or transfer its interest in this agreement without the express written consent of WSAFM.

16. FORCE MAJEURE

PF&R shall not be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which was beyond PF&R's reasonable control.

17. WORKER'S COMPENSATION PROVISION

PF&R is a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires it to provide worker's compensation coverage for all its subject workers.

18. RECORDS MAINTENANCE; ACCESS

PF&R acknowledges and agrees that WSAFM, the State of Oregon, and the federal government and their duly authorized representatives shall have access to all fiscal records and other books, documents, papers, plans and writings of PF&R that are pertinent to this agreement to perform examinations and audits and make excerpts and transcripts.

19. PUBLICATION, REPRODUCTION AND USE OF MATERIALS

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. WSAFM shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. INTEGRATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

21. INTEREST OF PF&R

No employee of PF&R who performs services under this agreement shall have a personal business interest, direct or indirect, in the work provided under this agreement.

22. INTERPRETATION AND ENFORCEMENT

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

23. UNDERSTANDING

PF&R acknowledges that PF&R has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of its choice, and is executing this Agreement of its own free will.

WSAFM acknowledges that the WSAFM has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of its choice, and is executing this Agreement of its own free will.

24. DISPUTE RESOLUTION

If the Parties are unable to resolve any differences between them they shall first attempt to mediate those differences and then may litigate the same should mediation fail. The prevailing party shall be entitled to all costs and reasonable attorneys fees. All fees for mediation shall be absorbed by each party for itself.

SIGNATURE PAGE TO FOLLOW

CITY OF PORTLAND SIGNATURES:

WASHINGTON STATE ASSOCIATION OF FIRE MARSHALS SIGNATURES:

By: \_\_\_\_\_  
John Klum, Fire Chief

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Randy Leonard, Commissioner

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
Auditor, LaVonne Griffin-Valade

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Office of City Attorney

Date: \_\_\_\_\_

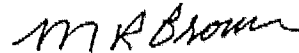


By: \_\_\_\_\_

Print Name: GREG ROGERS

As Its: WASHINGTON STATE ASSOCIATION OF FIRE MARSHALS - GRANT COORDINATOR

Date: 2/22/2010



By: \_\_\_\_\_

Mike Brown, Executive Director  
Washington Fire Chiefs

Date: 2/22/2010