

INTERGOVERNMENTAL AGREEMENT
University of Washington Contract Number
City of Portland Contract Number 30001935

This is an Intergovernmental Agreement (Agreement) is between the University of Washington (University), a university in the state of Washington; and the City of Portland (City) a municipal corporation of the State of Oregon, acting through its Portland Fire & Rescue (PF&R) collectively called (Parties).

RECITALS

1. PF&R is authorized to enter into this Agreement by ORS Chapter 190.
2. The University is interested in collecting data regarding an Integrated Risk Management approach to reduce the number of fire-related fatalities, injuries, and property loss. Home visits are a major component of this approach. Firefighters go out in the community and visit high risk homes to educate residents about: the importance of smoke alarms, how to test and maintain them, the importance of having and practicing escape plans, and other fire safety measures. They also replace and/or install new alarms to bring the home up to new construction code standards.
3. PF&R recently participated in an IRM based program funded by the Washington State Association of Fire Marshals (WSAFM) for the distribution of smoke alarms to high risk homes in its jurisdiction. This agreement continues and expands the work that began under that grant program.
4. PF&R is interested in pilot testing an IRM approach at a three fire stations, on three shifts within PF&R.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. University Responsibilities.

- a. Purchase and arrange for the delivery of 500 dual chamber smoke alarms with lithium batteries to PF&R. The cost of these smoke alarms is expected to be \$18.40 per unit, for a total not to exceed \$9,200.
- b. Provide WASFM data collection forms or guidelines for collecting cost and incidents information.
- c. Reimburse PF&R personnel costs related to this agreement for an amount not to exceed \$9,720.

- d. Reimburse PF&R for installation supplies, including, but not limited to clip boards, drills, ladders, dry wall screws, extra drill bits, extra batteries, and carry bags for an amount not to exceed \$300.
- e. Reimburse PF&R for printed handouts and marketing materials (such as posters, door hangers and flyers) for an amount not to exceed \$400.
- f. Reimburse PF&R for four (4) iPads for data collection and to show short safety messages during home visits, estimated at \$500 each, for an amount not to exceed total of \$2,000. PF&R retains ownership of all supplies purchased for items 2.d., 2.e., and 2.f.
- g. Reimburse PF&R for media outreach as advertising in neighborhood and minority community newspapers in an amount not to exceed \$8,000.
- h. The total for all costs of this Agreement are not to exceed \$29,620.

2. PF&R Responsibilities.

- a. Select at least three (3) PF&R Emergency Operations (EOPS) personnel and one (1) person from PF&R's Fire Marshal's Office (FMO), for a minimum of four (4) persons to attend training with Vancouver Fire personnel.
- b. Conduct train-the-trainer sessions to increase the number of people trained in IRM within PF&R. At a minimum, train all crew members of the three (3) recruited station officers.
- c. Provide copies of any training materials developed in-house to Lydia Andris at University of Washington, Health Promotion Research Center.
- d. The recruited officers and their crews will install 500 smoke alarms during home visits to high risk homes and provide fire safety education to residents in those homes during the contract period.
- e. Prepare and share with the University a media advertising plan to reach community and minority newspapers/magazines.
- f. Execute the media plan by submitting advertisements and/or articles for publication in community and minority newspapers/magazines. Track call volume response to these ad/articles if possible.
- g. Collect data from each participating home using WASFM forms, enter data into a spreadsheet and send the spreadsheet to the University on a monthly basis, along with the monthly invoice.
- h. Submit monthly invoices as follows:

Invoices shall be submitted to:

UW HPRC

Attn: Lydia Andris

1107 NE 45th St, #200

Seattle WA 98105

Monthly invoices shall be itemized to include personnel costs, training, supplies and materials purchased the previous month.

Invoices shall include a separate spreadsheet containing the number of smoke alarms installed, residents trained and number of educational handouts distributed, per Item 2.g above.

Invoices shall include copies of any flyers or ads produced.

- i. Estimate the total cost of operating the program using University guidelines.
 - j. Provide data necessary for the University to compare incidents before and after program initiations, as well as between program and non-program homes.
 - k. Submit a final report within 30 days of the contract end date describing its efforts, reporting and assessing the results, and identifying lessons learned.
3. **Term.** This Agreement shall become effective on March 1, 2011 and shall expire on September 29, 2011.
 4. **Liability.** Each of the parties shall, at all times, be solely responsible for the negligent acts or omissions of its own employees that occur or arise in any way out of the performance of this Agreement and, subject to any limitations in liability found in their respective state constitutions or statutes, save and hold the other Parties and their employees and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this Agreement.
 5. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts. The University shall serve as the custodian of the original Agreement.
 6. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
 7. **Indemnity.** City shall, but only to the extent of its Tort obligations under the Oregon Tort Limitations Act, indemnify, defend, and hold the University, the Board of Regents of the University of Washington, and their officers, employees, and agents, harmless from and against all claims for damages, costs (including

reasonable attorney's fees), or liability, relating to the death or injury to any persons or the damage of any property resulting from or arising out of the negligent acts or omissions of the City, the employees, or agents of the City under this Agreement. University shall indemnify, defend, and hold the City, acting through its Bureau of Fire and Rescue, and its officers, employees and agents, harmless from and against all claims for damages, costs (including reasonable attorney's fees) or liability, relating to the death or injury to any persons or the damage of any property resulting from or arising out of the negligent acts or omissions of the University, its Board of Regents, and its officers, employees and agents, under this Agreement.

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

University of Washington

PORTLAND FIRE & RESCUE

By: _____

Title

Dated: _____

By : _____

Commissioner Randy Leonard

Dated: _____

Approved As to Form

APPROVED AS TO FORM

By : *[Signature]* *PMS*
City Attorney
CITY ATTORNEY