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Intergovernmental Agreement
Between
CITY OF PORTLAND, OREGON through
PORTLAND FIRE & RESCUE
And
CITY OF GRESHAM, OREGON through
GRESHAM FIRE and EMERGENCY SERVICES

This is an agreement authorized under ORS Chapter 190, by and between the City of Gresham, Oregon ("Gresham"), a municipal corporation of the State of Oregon, through Gresham Fire & Emergency Services ("GFES") and the City of Portland, Oregon, a municipal corporation of the State of Oregon, ("Portland"), through Portland Fire & Rescue ("PF&R") and collectively known as "Parties".

Recitals

WHEREAS, a sharing of resources by Gresham and Portland improves the level of emergency response that is available to the residents and visitors experiencing an emergency; and;

WHEREAS, the cities of Gresham and Portland have entered into a mutual aid agreement to provide assistance to each other in times of emergencies; and

WHEREAS, the cities of Gresham and Portland desire to expand their cooperation to provide a coordinated and automatic response to emergencies; and

WHEREAS, common training standards, response protocols, and shared command and control procedures will aid a coordinated response; and

WHEREAS, Portland and Gresham both provide fire fighting services; and

WHEREAS, Portland Station 31 is located at 1927 SE 174th, Avenue, Portland, Oregon, and serves the populations of both Gresham and Portland.

WHEREAS, by Ordinance No. 173552, passed July 7, 1999, the cities of Portland and Gresham entered into an Intergovernmental Agreement to share the operating costs of Station 31 to improve emergency response times in the service area of this station thereby enhancing the safety of both their citizens; and

WHEREAS, Station 31 is currently staffed by both Portland and Gresham in which Portland staffs the station two 24 hour shifts and Gresham staffs the station one 24 hour shift during a 72 hour time period.

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NOW, THEREFORE, the Parties agree as follows:

1) **Purpose**

The purpose of this agreement is for the parties to define the staffing of Station 31, located at 1927 SE 174th Avenue, Portland, Oregon.

2) **Staffing**

Gresham and Portland agree to a staffing matrix in which Portland staffs the station two 24 hour shifts (A shift and C shift) and Gresham staffs the station one 24 hour shift (B shift) during a 72 hour time period.

3) **Term**

The term of this agreement shall commence from the opening of Station 31 after seismic upgrading, on or about July 1, 2011 and shall continue for five years until June 30, 2016 unless otherwise terminated or extended as outlined in Section 8.

4) **Fire Blocks**

For the territory of each city that is contiguous to their common boundary, Portland and Gresham will predetermine, by computer assignment, the automatic response of Station 31. Station 31 will be designated as the first arriving fire engine into the following fire blocks:

Portland Fire Blocks

3102
3109
3121
3112
3124
3133
3136
3146
3145

Gresham Fire Blocks

3106
3115
3127
3118
3130
3139
3142

Changes to the station order lists for those fire blocks contiguous to their common boundary may be made if mutually agreed to by both cities in writing.

5) **Responsibilities of Gresham Fire and Emergency Services**

GFES agrees as follows:

- a) GFES will staff its shift with one Captain, two firefighters and one paramedic.
- b) GFES agrees to pay 1/3 the cost of normal station maintenance and supplies.
- c) GFES agrees to pay 1/3 the cost of the PF&R fire apparatus maintenance and replacement, prorated annually.

- d) All costs for GFES personnel salaries, including overtime and training will be the responsibility of GFES. GFES personnel are and shall remain in the employment of GFES for all purposes, including, but not limited to, Workers' Compensation, salary and benefits.

6) Responsibilities of Portland Fire & Rescue

PF&R agrees as follows:

- a) PF&R will staff one of its two shifts within a 72 hour period with a Captain, two firefighters and one paramedic. The other shift within the 72 hour period will be staffed with a Lieutenant, two firefighters and one paramedic.
- b) PF&R will provide station maintenance and supplies. PF&R agrees to pay 2/3 the cost of station maintenance and supplies.
- c) PF&R will provide the fire response apparatus to be used at the station. PF&R agrees to pay 2/3 the cost of the apparatus maintenance and replacement.
- d) All costs for PF&R personnel salaries, including overtime and training will be the responsibility of PF&R. PF&R personnel are and shall remain in the employment of PF&R for all purposes, including, but not limited to Fire Police Disability and Retirement, salary and benefits.
- e) As used herein, station maintenance and supplies will include utilities, necessary living/safety repairs, routine preventative maintenance, and necessary janitorial/living supplies. Apparatus maintenance will include such items as repairing mechanical breakdowns, replacing tires, preventive maintenance, pump tests, and minor apparatus modifications requested through channels by station personnel. Expenditures other than normal station and apparatus maintenance and operating costs will require pre-approval by Gresham in writing.
- f) Portland will bill Gresham for its share of the current year's expenses annually in the fourth quarter of the same fiscal year.
- g) In the event that this agreement is terminated, Portland will bill Gresham for its share of the expenses incurred up to the termination date.

7) Supervision and Responsibility

- a) GFES shall have the responsibility and supervision of all personnel and equipment on their assigned shift.
- b) PF&R shall have the responsibility and supervision of all personnel and equipment on their assigned two shifts.
- c) Gresham will be responsible for any damages to the station and or equipment caused by its employees. Portland will be responsible for any damages to the station and equipment caused by its employees.

8) Termination

This agreement may be terminated upon the following terms:

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- a) By mutual written consent of the parties;
- b) By either party upon thirty (30) days written notice to the other party delivered by certified mail or in person.
- c) By either party effective upon delivery of written notice to the other party under any of the following conditions:
 - i) If a party fails to provide services called for by this agreement within the time specified or an extension thereof.
 - ii) If a party fails to perform any other provision of this agreement in accordance with its terms after receipt of ten (10) days written notice of failure to perform.

Any termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

9) Indemnification

- a) Subject to the conditions and the limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, PF&R shall indemnify, defend and hold harmless GFES from and against all liability, loss and costs arising out of or resulting from the acts and/or omissions of PF&R, its officers, employees, and agents in the performance of this agreement.
- b) Subject to the conditions and the limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 GFES shall indemnify, defend and hold harmless PF&R from and against all liability, loss and costs arising out of or resulting from acts of GFES, its officers, employees, and agents in the performance of this agreement.

10) Insurance

- a) Portland is self-insured and therefore need not provide Gresham with proof of insurance. Portland will provide, for its staff, the contributions required by law or contract to the Fire & Police Disability and Retirement Fund.
- b) Gresham will provide Workers' Compensation insurance for its entire staff as required by law. Gresham will provide Portland with a certificate of insurance demonstrating coverage for property damage to Portland's fire apparatus operated by Gresham and for property damage to Station 31 and for all torts arising out of Gresham's use of the City's fire apparatus and Station 31. Portland will provide Gresham with the information needed to obtain such insurance, including, but not limited to, vehicle identification numbers, mileage, and purchase price.

11) Adherence to Law

Each party shall comply with all Federal, State and local laws and ordinances applicable to this agreement.

12) Non-Discrimination

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

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13) 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 limited by law.

14) Subcontracts and Assignment

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

15) Amendments

a) The Parties to this Agreement may amend its terms, without formal action by the applicable governing body, to the extent such amendment does not increase liability or risk obligations or substantially increase the cost of participation in this Agreement, that is, amendments that would increase the cost of participation by more than 10 % of what it was or reasonably could have been, on the day this Agreement was signed by the last of the two Parties. Reasonable increases in the costs of the Parties' listed obligations may be included. Such amendments must be in writing and shall be signed by PF&R's Fire Chief on behalf of the City of Portland, and the City Manager, or designee, on behalf of the City of Gresham.

b) Amendments, the impact of which would increase liability or risk obligations, and amendments that materially increase the cost of participation in this Agreement must be approved by the applicable governing bodies. Amendments that materially increase the cost of participation in this Agreement are amendments that would increase the cost of participation in this Agreement by more than 10 % of what they were on the day this Agreement was signed by the last of the two Parties.

16) This is the Entire Agreement

This agreement constitutes the entire agreement between the parties. This agreement may be modified or amended only by the written consent of the parties.

17) Notices

Any notice required by this agreement shall be sent by the parties to the addresses below.

City of Portland

Fire Chief
Portland Fire & Rescue
55 SW Ash St
Portland, OR 97204

City of Gresham

Fire Chief
Gresham Fire & Emergency Services
1333 NW Eastman Parkway
Gresham, OR 97030

18. 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 Gresham may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective for the dates noted herein

City of Portland

City of Gresham

By: _____
Commissioner Randy Leonard

By: _____
Shane T. Bemis, Mayor

Date

Date

By: _____
Auditor LaVonne Griffin-Valade

By: _____
Erik Kvarsten, City Manager

Date

Date

Approved as to Form
APPROVED AS TO FORM

Approved as to Form:



City Attorney **CITY ATTORNEY**

City Attorney