

Intergovernmental Agreement

Metro Contract No. _____
Portland Contract No. 30002679

This is an agreement authorized under ORS Chapter 190, by and between Metro, an Oregon metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232 and the City of Portland, hereinafter referred to as "City," through the Portland Fire & Rescue, hereinafter referred to as "PF&R", located at 55 S.W. Ash Street, Portland, Oregon 97204.

RECITALS:

Whereas, ORS 190.010 permits a local government to enter into an agreement with another unit of local government for the performance of any or all function that a party to the agreement is authorized to perform.

The Metro Data Resource Center (DRC) has provided computerized research services and products to the region's cities and counties for the past 30 years, including for the past 21 years, providing the Regional Land Information System (RLIS), resulting in considerable cost savings to the public agencies of the Metro region.

PF&R has previously contracted for the use of Metro's Geographic Information System (GIS) technology and for Metro staff expertise, by means of an agreement that was terminated on June 30, 2011.

Metro has developed and maintains GIS data which meets the accuracy requirements for the local emergency dispatch systems and emergency response operations. Map products and specialized GIS services are also provided by Metro on a fee-for-service basis.

Metro previously developed a web application, enabling staff at PF&R stations to use a web browser for viewing updated fire response maps, and to transfer selected maps for printing, storage, and as an aide in emergency response.

In consideration of those premises as generally recited, it is agreed as follows:

TERMS OF AGREEMENT:

1. Scope of Work

Metro shall provide PF&R the following Services:

- A. Acquisition and Distribution of Data:** Metro shall maintain and provide unlimited access to the following datasets and coordinate with PF&R and City of Portland Corporate GIS (CGIS) staff on updates and recommendations specific to emergency response and operations.

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Metro maintained datasets

- RLIS street centerline file
- RLIS master address file
- RLIS fire districts
- RLIS fire stations
- RLIS trails
- RLIS building footprints
- RLIS parks
- RLIS hospitals
- RLIS schools
- RLIS fire sections
- RLIS fire quarter sections
- RLIS multifamily housing

All fire response maps and custom mapping products will be enhanced by the addition of CGIS maintained data including, but not limited to the below. Metro staff will coordinate with CGIS and PF&R staff on requesting these datasets on a quarterly basis for including in fire response maps and custom products.

City of Portland maintained datasets

- Hydrants (public and private)
- Locked gates
- Fire department connections (FDCs)
- Blocked streets
- Docks
- Emergency routes
- Outfalls
- Traffic calming feature (speed bumps, circles, islands)
- Special address annotation
- Address grid points
- Street centerline file

In addition to Metro and CGIS maintained data, Metro will coordinate with RLIS data partners to acquire the below data. Metro staff will request these datasets on a quarterly basis for including in fire response maps and custom products.

RLIS partner maintained datasets

- Hydrants outside of the City of Portland
 - Clackamas County hydrants
 - Washington County hydrants
 - Lake Oswego hydrants
 - Gresham hydrants
- Fire management areas
- Fire station orders

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- Fire blocks
- Bonneville Power Administration power lines

B. Maintenance of and Access to Computer Data. Metro shall provide PF&R with access to the most current data available within RLIS for the generation of fire response maps and make such data available on-line. Metro shall generate at its headquarters for delivery to PF&R, standard fire response maps and custom map products on a quarterly basis. All such maps shall be accessible on-line for printing at any fire station owned, operated or controlled by PF&R.

Metro shall coordinate with CGIS, PF&R, and RLIS partner agencies to distribute any data additions, corrections, or edits as identified by PF&R to the appropriate agency responsible for maintaining the datasets identified in the above Section 1.A. Metro shall request data from CGIS, PF&R, and partner agencies on a quarterly basis and incorporate data into fire response maps and custom mapping products.

Metro shall provide quarterly to PF&R a DVD containing all updated one-mile and quarter-mile fire response map files at 55 S.W. Ash Street, Mailstop 139/Front Office, Portland, Oregon, 97204.

C. Other Services. Metro may undertake additional services as requested by the district and relating to the Acquisition and Verification of Data, the Development of Internet Computer Applications and the Maintenance of and Access to Data for which provision is made in this agreement.

The rate schedule for such services is described in Exhibit A.

D. Excluded Services. Metro shall not be responsible for support or updating of mobile or in-vehicle mapping applications associated with emergency response. Support and specific data requirements of mobile or in-vehicle mapping applications is the responsibility of the City of Portland, PF&R, CGIS, and their partner agencies.

2. Term of Agreement

The Agreement shall be effective as of July 1, 2011, and terminate on June 30, 2013, unless terminated earlier under the provisions of this Agreement.

3. Compensation to Metro

- A.** Metro shall provide the services identified in Section 1.A., 1.B., and 1.C. of this agreement herein to PF&R on a time and material basis, as set forth on the attached Exhibit A, which is incorporated by this reference as if set forth in full.
- B.** PF&R shall compensate Metro for all costs incurred in the performance of this Intergovernmental Agreement, not to exceed \$20,000 per fiscal year for the work to be performed from July 1, 2011 to June 30, 2013. Metro shall invoice PF&R quarterly for

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personnel costs, computer charges, materials, and Internet access fees as set forth in this Agreement.

4. Liability and Indemnity

Metro shall indemnify PF&R and its officers, agents, and employers against all loss, damage, expense and liability resulting from injury to or death of persons or property damage, arising out of or in any way connected to the tortious act of Metro's employees, acting within the scope of employment and duties in performance of this Agreement, and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS Chapter 30.

PF&R shall indemnify Metro and its officers, agents, and employers against all loss, damage, expense and liability resulting from injury to or death of persons or property damage, arising out of or in any way connected to the tortious act of PF&R employees, acting within the scope of employment and duties in performance of this Agreement, and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS Chapter 30.

5. Termination

Metro, PF&R, or both parties in concurrence may terminate all or part of this contract upon a determination that such action is in the public interest. Termination pursuant to this provision shall be effective within ten (10) business days following receipt of written notice by the other party or the joint issuance of a mutual agreement to terminate. Upon termination, Metro shall be entitled to payment and PF&R shall pay in accordance with the terms of the contract for all contract work completed before or on the date of termination.

Within thirty (30) calendar days after termination pursuant to this paragraph, Metro shall submit itemized invoices for all un-reimbursed work within the Scope of Work of this Agreement completed before or on the date of termination. Neither party shall be liable for any costs invoiced later than thirty (30) days after termination unless the party can show good cause beyond its control for the delay.

6. Law of Oregon

Any litigation arising from this Agreement shall be governed by the laws of the state of Oregon and conducted in the circuit court for Multnomah County.

All applicable provisions of ORS chapters 187 and 279A and 279B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by ORS 279B.230(2).

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7. Assignment

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.

8. No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

9. Modification

Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

10. Electronic Signature

The parties agree they may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

APPROVED AS TO FORM

City of Portland

James H. Van Dyke
CITY ATTORNEY

Approved as to Form, City Attorney

Metro

Authorized Signature

Mike Hoglund

Printed Name

Research Center Director

Title

Commissioner Randy Leonard

City Auditor

Corporate GIS

Portland Fire & Rescue

Date

Date

5/21/2012

Exhibit A

Time, Material, Computer and Internet Access Charges

- Personnel Charges:** Metro's incurred personnel costs for performing work requested by the PF&R and as described in Section 1.A, B, C will be paid by PF&R. These actual personnel costs include salary, employee benefits, and Metro overhead. The hourly personnel rate to be charged ranges from \$50.00 per hour for an Assistant GIS Specialist to a not to exceed amount of \$85.00 per hour for a GIS Supervisor. These rates will vary based upon the classification of employee(s) Metro assigns to fill a request.
- Computer Charges:** Use of Metro's computer hardware, GIS and Oracle database software and computer support staff will average \$17 per hour when these resources are necessary to perform the services described in Section 1.A, B, C. The actual hourly rate is computed monthly, using Metro's computer billing software and subsequently charged back to all system users, inside and outside of Metro.
- Materials:** PF&R will be charged Metro's incurred costs for all materials required to deliver requested mapping products. The cost of large format maps, not to exceed 36"X60", is \$20 per map sheet.
- Internet Access:** PF&R will be charged a flat-rate usage fee of \$350 per month for the Internet Access services described in Section 1.B.