

INTERGOVERNMENTAL AGREEMENTContract Number 201671

This is an Agreement between the City of Portland ("City") by and through its Portland Fire & Rescue (City) and Multnomah County ("County").

PURPOSE:

The purpose of this agreement is to provide City with fuel from County's Multnomah County Sheriff's Office (MCSO) fuel supply at the MCSO river patrol dock.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from the date upon which both parties have signed the agreement and shall continue until terminated as described in section 4 below.
2. **RESPONSIBILITIES OF CITY.** City agrees to compensate the County at the same rate the fuel costs County's MCSO at the last delivery to County's MCSO prior to each date City fuels its boats at the County's MCSO river patrol dock.
3. **RESPONSIBILITIES OF COUNTY.** County agrees to allow City access and provide fuel to City at the COUNTY'S MCSO river patrol dock on a requirements basis.
4. **TERMINATION** This agreement may be terminated by either party upon thirty (30) days written notice.
5. **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.
6. **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.
7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **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.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **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 agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

- a. County will provide a form for City boat crew to document their fuel usage.
- b. 24-hour access to fuel dock will be granted by this contract, and County will provide the City boat crew with keys for accessing the fueling pump lock box.
- c. The fuel dock is located at 4325 NE Marine Drive.
- d. County will bill City monthly for the prior month's fuel. City will make payment within 30 days of invoice date to: MCSO, Accounts Receivable, 501 SE Hawthorne Blvd., Suite 350, Portland, Oregon 97214

MULTNOMAH COUNTY, OREGON:

CITY OF PORTLAND:

County Chair or Designee:

Signature:

Date:

Print Name:

Dept Director or Designee:

Title:

Date:

Date:

JENNY M. MADKOUR,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

Approved as to form
by:

By
Assistant County Attorney

Approved by Carlo Calandriello

Date:

Date: October 19, 2015