

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
UNITED STATES COAST GUARD
AND
CITY OF PORTLAND – PORTLAND FIRE & RESCUE
REGARDING FIRE PROTECTION AND EMERGENCY SERVICES**

1. **PARTIES.** The parties to this Intergovernmental Agreement (IGA) are the United States Coast Guard (USCG) and the City of Portland Fire & Rescue (PF&R).

2. **AUTHORITY.** The authority for this agreement is found in 14 U.S.C. § 141 and the Shipboard Fire Prevention and Fire Marshal Instruction, COMDTINST 9091.1 (series).

3. **PURPOSE.** The purpose of this IGA is to set forth the terms and conditions under which PF&R, shall provide fire protection and emergency medical, hazardous material, and confined space rescue services to United States Coast Guard Cutter (USCGC) Bluebell, located at 6767 N Basin Ave, Portland OR, 97217.

4. **RESPONSIBILITIES.**

Coast Guard

a. A designated representative of USCGC Bluebell shall request fire or emergency medical equipment and personnel by contacting 911 via telephone.

b. Any request for aid under this agreement shall include a description by USCGC Bluebell representative of the type and nature of the fire or emergency to which response is requested, and shall specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel responding shall be determined by 911, the Bureau of Emergency Communications (BOEC) and PF&R.

c. A designated USCGC Bluebell representative shall provide an escort to meet the equipment and personnel and guide PF&R to the location where the emergency services are to be rendered.

d. As an aid to implementing this agreement, members of PF&R will be allowed to tour USCGC Bluebell and any structures for the purpose of preparing pre-fire plans. Access to the facility structures will be granted at least every 6 months for the purpose of reviewing and updating pre-fire plans. Access must be arranged in advance with the commanding officer of USCGC Bluebell or his/her designated point of contact listed below.

PF&R

a. Upon receiving a call from USCGC Bluebell, the PF&R shall dispatch firefighting and emergency medical services equipment and personnel to USCGC Bluebell, as determined and directed by BOEC and PF&R.

b. PF&R equipment and personnel shall report to the location reported by USCGC Bluebell representative, and shall be escorted by USCGC Bluebell personnel to the location of the emergency.

c. All actions of PF&R fire and rescue equipment and personnel in responding to the emergency shall be at the sole direction of PF&R.

d. Following all emergency responses under this IGA, PF&R shall forward a copy of the incident report in its customary format to USCGC Bluebell point of contact shown below.

5. POINTS OF CONTACT. Points of contact (POCs) for each party to this IGA shall be:

For USCGC Bluebell:

Commanding Officer

Engineering Petty Officer

Damage Control Petty Officer

6767 N. Basin AVE

Portland, OR

503-849-1815

justin.l.finney@uscg.mil

adam.r.haugan@uscg.mil

For the PF&R:

Emergency Operations Fire Division Chief

55 SW Ash Street

Portland, OR 97204

cops@portlandoregon.gov

6. OTHER PROVISIONS.

a. Reimbursement to PF&R for the cost of firefighting on USCGC Bluebell is governed by section 2210, title 15, United States Code (U.S.C.), and the implementing regulations set forth in title 44, part 151, of the Code of Federal Regulations (CFR). Any such claim for reimbursement for firefighting costs might also include costs associated with emergency medical services to the extent normally rendered by a fire service in connection with a fire.

b. The USCG shall defend, indemnify, and hold PF&R, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the USCG, its officers, employees, or agents, and further, only to the extent provided by the Federal Tort Claims Act (28 U.S.C. § 2671 et seq.) as well as the Anti-Deficiency Act (31 U.S.C. §§ 1341(a)(1)(A), 1341 (a)(1)(B)) and other applicable law. Nothing in the agreement shall constitute an obligation of funds of the United States in advance of an appropriation therefore.

c. The USCG is an agency of the Federal government, and, as such, is self-insured for tort and contract liability or any other damages caused by the official activities of the U.S. Coast Guard.

d. The United States' liability for damage to or loss of property, personal injury, or death resulting from the official activities of the USCG shall be governed by relevant Federal statutes which might

authorize a cause of action against the United States including the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613), the Military Claims Act (10 U.S.C. § 2733), and the governing Federal Regulations found at 33 CFR part 25.

e. No agency relationship is created. PF&R employees shall not be deemed Federal officers, or employees of the Federal government as defined and provided for in title 5, United States Code for any purposes. No employee of PF&R shall be deemed to be a Federal employee for the purposes of any law or regulation administered by the office of personnel management, nor shall any such PF&R employee be entitled to any additional pay, allowance, or inducement from the Federal government. Nothing in this provision creates any employment status or requires the United States to provide any employment or disability benefits payable to any PF&R employee.

f. Nothing in this agreement is intended to conflict with current law or regulation or the directives of the USCG or Department of Homeland Security or the PF&R. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

7. EFFECTIVE DATE. The terms of this agreement become effective upon the signature of the Parties.

8. MODIFICATION. This IGA can be modified by a written agreement signed by both original signatories, or their successors in office.

9. TERMINATION. This IGA can be terminated upon 30 days written notice by either party.

APPROVED BY:
UNITED STATES COAST GUARD

[Name]

[Title and/or position, USCGC Bluebell]

Date:

PORTLAND FIRE & RESCUE
Ordinance No.

Sara Boone
Fire Chief
Portland Fire & Rescue

Date: _____

Approved as to legal sufficiency
