

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found ORS 190.010 et seq. ORS 190.110 and ORS 206.345 between the City of Gresham (CITY), the Multnomah County Sheriff's Office (MCSO), the Office of State Fire Marshal (OSFM) and the Clackamas County Sheriff's Office (CCSO).

RECITALS

WHEREAS, the City of Gresham is a municipal corporation and is a unit of local government authorized to enter into intergovernmental agreement pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of Multnomah County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the Office of State Fire Marshal is authorized to enter into intergovernmental agreements jointly with and on behalf of the State of Oregon, pursuant to the provisions of ORS 190.110; and

WHEREAS, The Clackamas County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the Clackamas County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the OSFM, CITY and MCSO jointly operate a Regional Hazardous Materials Emergency Response Team (RHMERT) and

WHEREAS, CCSO desired to contract with the OSFM, CITY and MCSO to use the services of the RHMERT to support law enforcement at events not meeting state authorized response criteria involving drug labs and drug lab chemicals; and

WHEREAS, the OSFM, CITY and MCSO are able and prepared to provide the services required by CCSO under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

Services Provided

THE OSFM, CITY and MCSO will provide hazardous materials response services to CCSO. These services are available by request through Bureau of Emergency Communications or direct contact to Gresham Fire Station 73. These services are available only when the RHMERT is not already committed to a separately occurring hazardous materials event.

On all drug lab responses by the RHMERT, CCSO will provide an Incident Commander. The RHMERT will operate under the direction of the Incident Commander who may approve expenditures, determine level of service to be provided by the RHMERT and otherwise manage the event. The RHMERT Team Leader may refuse a specific request for service or action if, in the sole discretion of the RHMERT Team Leader that service or action presents an unreasonable danger of loss of life or equipment to the RHMERT, or violates laws and established procedures for clean up of hazardous materials.

Contract Costs and Payment

Effective July 1, 2004, CCSO agrees to pay the OSFM, CITY and MCSO for services as follows:

Labor Hourly rate based upon the following schedule, each RHMERT member employed by the City who provides service, reimbursed to the City.
 Non-officer = \$47.92/hour
 Officer (eligible for overtime) = \$56.87/hour
 Officer (salaried) = \$66.02/hour

Hourly rate based upon the following schedule, each RHMERT member employed by MCSO who provides service, reimbursed to MCSO

Deputy Sheriff straight time = \$38.50/hour
 Deputy Sheriff overtime = \$57.75/hour
 Sergeant straight time = \$49.85/hour
 Sergeant overtime = \$74.77/hour

It is understood that the base hourly rate of non-officers, officers, and salaried officers referred to in this section is subject to change pursuant to any collective bargaining agreement entered into between the City and MCSO and their employees. It is the intent that if during the term of this agreement, the base hourly rate of CITY and MCSO for non-officers, officers or salaried officers changes due to a change in a collective bargaining agreement, that on the date

those changes become effective under a collective bargaining agreement, those changes will be incorporated in this agreement and used for the purposes of calculating compensation for the CITY and MCSO.

The hourly rate will be reviewed and updated by July 1, 2005, July 1, 2006 and July 1, 2007 to reflect changes in the collective bargaining agreement and related personal service charges. The rate will mirror the rates charged OSFM less the OSFM availability rate. The CITY and MCSO will notify CCSO in writing of new rates before the start of each fiscal year.

Apparatus \$75.00 per hour for the OSFM RHMERT vehicle from the beginning of the response until its return to service, reimbursed at a rate of \$37.50 per hour to OSFM, and \$37.50 per hour to CITY for equipment maintenance.

OSFM will notify CCSO and CITY in writing should the RHMERT vehicle hourly rate increase during the term of this agreement. The notification will include the new hourly rate and the effective date. One-half (50%) of the hourly rate will be reimbursed to OSFM and one-half (50%) of the hourly rate will be reimbursed to CITY for all subsequent RHMERT vehicle rate increases.

Supplies The actual cost of expendable supplies used per incident.

Other Other expenses as incurred by the RHMERT.

Admin. Fee When the State owned vehicle and equipment is used, an 8% Administrative Fee will be charged. This administrative fee will be split equally between OSFM and the City (4% each).

Total expenditures under this contract shall not exceed \$30,000 per fiscal year without prior written authorization from the Clackamas County Sheriff. Once \$30,000 is expended, Clackamas County will be responsible for replenishing funds in order to receive continued response on this contract. OSFM retains the right to bill the responsible party for any RHMERT costs.

OSFM shall be listed as a participating responding agency to the incident subject to this agreement. As such OSFM shall have a right to, and receive asset disbursements, if assets are seized during the response and asset disbursements are subsequently made.

CITY and MCSO will submit an itemized expenditure report to OSFM, who will in turn bill CCSO. The City will generate the itemized expenditure report. Payment from CCSO is due within 30 days of receipt of invoice from the OSFM.

Indemnification and Liability

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the OSFM, CITY, MCSO, and CCSO shall each indemnify, defend and hold harmless the other parties to this agreement from and against all liability, loss and costs arising out of or resulting from the acts of each indemnifying party, its officers, employees and agents in the performance of this agreement.

Contract Modification and Termination

This Agreement shall be effective the date all parties have signed the agreement and shall run through June 30, 2008.

OSFM, CITY, MCSO, and CCSO agree that any party to this Agreement may terminate said Agreement by giving the other parties not less than 90 days written notice.

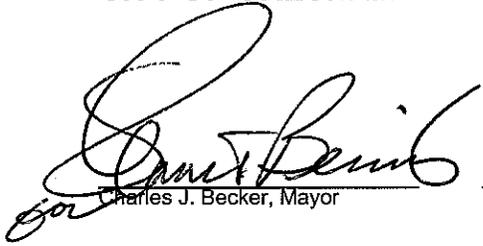
OSFM, CITY, MCSO, and CCSO agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by all parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written below.

CITY OF GRESHAM

**MULTNOMAH COUNTY
SHERIFF'S OFFICE**

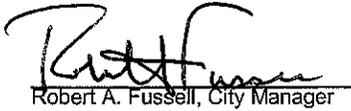
**CLACKAMAS COUNTY
SHERIFF'S OFFICE**



Charles J. Becker, Mayor

Bernie Giusto, Sheriff

Pat Detloff, Sheriff



Robert A. Fussell, City Manager

Diane M. Linn, County Chair

Dated: 7/22/04

Dated: _____

Dated: _____

**OFFICE OF STATE
FIRE MARSHAL**

State Fire Marshal

Dated: _____



Susan Bischoff
City Attorney

Agnes Sowle,
Multnomah
County Attorney

Kim Ybarra-Cole
Clackamas County
Counsel