



Clackamas Fire District #1

Work Session Briefing Packet

May 15, 2017



To safely protect and preserve life and property

CLACKAMAS FIRE DISTRICT #1

AGENDA
BOARD OF DIRECTORS' WORK SESSION
CLACKAMAS FIRE DISTRICT #1
Mt. Scott Fire Station
Monday, May 15, 2017

Work Session – 5:30 pm

1. **CALL TO ORDER PER ORS 192.610 TO 192.710**
ORS 192.650 – The meeting is being recorded.
ORS 192.710 – Smoking is banned during the meeting.
2. **Intergovernmental Agreement (IGA) for the Provision of Fleet Maintenance Services Between Clackamas Fire District #1 and Lake Oswego Fire Department – Division Chief Scheirman/Fleet Director Bill Bischoff**
3. **Public Comment** *(The President will call for statements from citizens regarding District business, not to exceed three minutes per person.)*
4. **Miscellaneous**
5. **Adjournment**

Memo

To: Board of Directors
Fire Chief Fred Charlton

From: Deputy Chief Ryan Hari

CC:

Date: 5/10/2017

Re: Intergovernmental Agreement for Provision of Fleet Maintenance Services for Lake Oswego Fire Department

Action Requested

Request Board authorization for the Fire Chief to enter into an Intergovernmental Agreement (IGA) with Lake Oswego Fire Department for the provision of fleet maintenance services.

Background

The Fire District has been maintaining our own fleet and has also taken on this task for Gladstone Fire and Canby Fire District. Lake Oswego Fire Department has had an IGA with another of their bordering Districts', but are now in need of a provider of full fleet service with the dissolution of their agreement at the end of FY17. This full service includes someone able to perform full and regular services that meet industry best practices and standards, which Clackamas Fire District is able to provide. The Fire District will have staff in place that are able to perform at that level; however, as we begin the new construction of the new facility, we have made it clear that our capacity may be affected for the first year of the agreement. We have also established that the specified monthly reporting would be limited due to the implementation of the new District-wide ERP not being complete until after January 2018.

Budget Implications

This proposal generates revenue based on a Lake Oswego fleet analysis, which has a predetermined quantity of hours that the Fire District will invoice from on a monthly basis. Fire District staff has ensured that all of our costs, including overhead and administrative costs, are included in the fee schedule, and the revenue generated will help fund an additional full time employee (FTE) needed in the Fleet and Logistics Center, who will also perform other functions as well.

Recommendation

Staff recommends the Board authorize the Fire Chief to enter into an Intergovernmental Agreement with Lake Oswego Fire Department for the provision of fleet maintenance services.

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF FLEET MAINTENANCE SERVICES
BETWEEN CLACKAMAS FIRE DISTRICT #1 AND
LAKE OSWEGO FIRE DEPARTMENT**

THIS INTERGOVERNMENTAL AGREEMENT FOR FLEET MAINTENANCE SERVICES (“Agreement”) is entered into pursuant to ORS Chapter 190 (“Intergovernmental Cooperation”) by and between Lake Oswego Fire Department (“Lake Oswego”) and Clackamas Fire District #1 (“Clackamas Fire”) (collectively, the “Parties”) to provide for fleet maintenance services. Clackamas Fire is a rural fire protection district formed under ORS Chapter 478 and Lake Oswego is a department of the City of Lake Oswego. Both are units of local government under Oregon law.

RECITALS

- A. Lake Oswego Fire and Clackamas Fire provide fire, rescue, and emergency services within their respective adjacent jurisdictions, utilizing both career and volunteer personnel.
- B. Clackamas Fire operates a fleet maintenance facility and services; and Lake Oswego Fire desires to obtain such services from Clackamas.
- C. Lake Oswego Fire and Clackamas Fire desire to provide efficient and affordable service to their respective communities by taking advantage of economies of scale and the relative strengths of each Party, and by minimizing unnecessary and costly duplication of services through intergovernmental cooperation.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties hereby agree as follows:

AGREEMENT

- 1. Effective Date, Term, Renewal Term. This Agreement shall be effective on the date it is signed by both parties. The initial term shall be from the date it is signed by both parties until June 30, 2018, unless terminated sooner as provided herein. The Parties hereby agree to provide the following service on the following dates:
 - a. From July 1, 2017 until June 30, 2018, Clackamas Fire agrees to provide Full Fleet Maintenance Services as further described in Section 2b, unless otherwise terminated as provided elsewhere in this Agreement.
 - b. Renewal Term. The term of this Agreement shall renew for five (5) additional one (1) year terms unless either Party has provided at least nine (9) months written notice of its

intent not to renew. Upon notice of an intent not to renew, both Parties will work in good faith to assist with an effective transition of services.

2. Services.

The Parties agree that the Services shall be as provided in the following documents: 1) this Agreement; and 2) the attached Scope of Work, which is incorporated into this Agreement by this reference. Notwithstanding the immediately preceding, the Services shall be limited as described below.

- a. From July 1, 2017 until June 30, 2018, Full Fleet Services will be provided as follows: Service, repair, and maintenance for identified Lake Oswego Fire apparatus and vehicles as described in the attached Scope of Work.

3. Compensation.

- a. Clackamas Fire agrees to provide monthly invoices to Lake Oswego Fire and Lake Oswego Fire agrees to pay Clackamas Fire the invoiced amounts, which shall reflect the cost of Services, including the labor, management software, technical support, warehousing, maintenance, parts and supplies, capital equipment, and other goods and services required under Section 2, Services. Invoices will be provided monthly on or before the first of each month, and payment is due within 30 days of the date of invoice. Invoices may be by electronic means. Any disputes with regard to required payments under this Agreement shall be resolved by the Clackamas Fire and Lake Oswego Fire Chiefs. Any dispute that cannot be resolved by the Fire Chiefs shall be presented to each respective Board and Council for possible resolution prior to any collection proceedings being initiated by either Party.
- b. From July 1, 2017 until June 30, 2018, Clackamas Fire will invoice Lake Oswego Fire at a monthly rate of \$4,463.03. The total annual cost will be \$53,556.36. Clackamas in consultation with Lake Oswego, shall establish and publish by October 1, 2017 any new rate increase to be effective between July 1, 2018 and June 30, 2019.
- c. After July 1, 2018, Clackamas Fire will invoice Lake Oswego Fire at a rate which Clackamas Fire, in consultation with Lake Oswego Fire, shall establish and have published by October 1 of each year for implementation on July 1 of the following year.
- d. Amounts invoiced shall include all Services provided in Section 2, Services. In the event Lake Oswego Fire requests and Clackamas Fire provides services beyond the Scope of Work, Clackamas Fire may charge additional amounts to the monthly invoice. The Parties shall agree to the rate for such services in advance.
- e. The compensation and Scope of Work is based upon the current number and configuration of the Lake Oswego Fire Fleet, as identified in Exhibit "A". In the event of a change in the number or configuration of the Lake Oswego Fire Fleet, the Parties shall agree to a revised compensation schedule.

- f. Parts and supplies are not included in the hourly or monthly rates of providing the Services in Section 3 b and c. Lake Oswego Fire will be billed monthly for all parts and supplies used to maintain the Lake Oswego Fire Fleet.

4. Integration of Services.

Clackamas Fire agrees to provide the Services as a fully integrated operation of Clackamas Fire Fleet Services. Services will be provided in the same manner and quality that Clackamas Fire provides such services to its own fleet. The parties agree to work together in good faith to develop protocols as necessary to effect the integration of the services provided.

5. Capacity to Perform Within Scope of Work.

Clackamas Fire will assign priority for Services taking into consideration both Parties' fleet, timelines, and needs, as well as Clackamas Fires obligations under Section 2, Services and Clackamas's own policies and procedures, as they may be changed from time to time. The Parties will discuss timelines prior to initiating Services under this Agreement.

6. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. However, pursuant to Clackamas Fire policies and procedures, and as provided in the Scope of Work, when work exceeds Clackamas Fires capability, training or certification, Clackamas Fire may assign the work to third party vendors, after consultation and written approval from the Lake Oswego Fire Fleet Services Liaison. When the work has been so assigned, Clackamas Fire may, at its discretion, manage the third party vendor and Lake Oswego Fire agrees to be responsible for payment and final approval of the work. The indemnity provisions of this agreement do not apply when work is assigned to third party vendors.

7. Technician Training and Qualifications and Purchases.

All Clackamas Fire employees shall be licensed or certified for the work performed under this Agreement, if such is required under Oregon law or industry standards. Lake Oswego Fire shall bear the cost of any required specialized training on Lake Oswego Fire apparatus or components, if such training is different in type or brand from standards used by Clackamas Fire. Both Parties agree that all supplies, equipment, and services purchased will comply with Oregon's public purchasing guidelines as adopted by Clackamas Fire.

8. Operational Coordination.

- a. Clackamas Fire and Lake Oswego Fire will each provide a liaison to coordinate and ensure the efficient provision of day-to-day services. The Liaison for Clackamas Fire will be the Fleet Director and/or Fleet Technician Supervisor, and the Liaison for Lake Oswego Fire will be the Fleet Service Liaison.
- b. Each of the Parties shall have the right to inspect, at any reasonable time, such records in the possession, custody, or control of the other Party necessary for review of the other

Party's obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting Party. This right does not extend to records privileged or otherwise exempt from disclosure under applicable law. Any Party required under this Agreement to create or develop records must maintain those records for inspection.

9. Safety.

- a. When Clackamas Fire is performing services at a Lake Oswego Fire station or other Lake Oswego facility, at any non-Clackamas Fire location, or roadside, at least one Lake Oswego Fire employee or a volunteer shall remain on-scene until Clackamas Fire releases or transports the apparatus or vehicle. This provision shall not apply to the services provided by Clackamas Fire at the Fleet Services Facility.
- b. Clackamas Fire shall notify Lake Oswego Fire of any faulty equipment or apparatus that it believes jeopardizes the safe operation of any Lake Oswego Fire vehicle or apparatus.
- c. Clackamas Fire shall under no circumstances be required to place a subject of service that Clackamas Fire deems unsafe into service, or perform services or repairs if such cannot, in Clackamas Fire's sole discretion, be performed safely or the repair when done be deemed effective. All decisions to authorize or release a vehicle to use are solely the responsibility of Lake Oswego Fire. If the parties disagree with regard to Clackamas Fire's or the manufacturer's vehicle safety recommendations, either party may initiate the dispute resolution procedure of Section 17. Such procedures shall not delay return of the vehicle to Lake Oswego Fire.

10. Standard of Care.

Clackamas Fire shall provide all services with reasonable care. Should parts or repair procedures fail due to defective workmanship by Clackamas Fire during the first 30 days or within 2,000 miles, whichever comes first, Clackamas Fire shall remedy the repair at no cost to Lake Oswego Fire.

11. Termination.

- a. This Agreement may be terminated by either party, without cause, by giving nine (9) months' written notice to the other party. In such case, the parties will work in good faith to effect a transition of the services to the other service provider chosen by Lake Oswego Fire.
- b. Clackamas Fire may terminate upon 30 days' notice for failure of Lake Oswego Fire to pay any sums when due.

12. Liability; Indemnity.

- a. Each party shall be responsible for the acts of their respective employees, officers, and agents under this Agreement. No party, nor any elected and appointed official, officer,

board member, employee, volunteer, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions, failures to act, or willful misconduct of the other party, their officers, board members, employees, volunteers or agents, in connection with this Agreement or arising out of any work performed under this Agreement.

- b. Notwithstanding anything to the contrary in Section 12 (a) above and subject to the tort limits in Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, (Article XI, Section 7), Clackamas Fire and Lake Oswego Fire each agree to defend and indemnify each other against any and all third party liabilities, causes of action, damages, or costs for injury or damage to life or property related to or arising from actions or failures to act under this Agreement. The obligations assumed hereunder shall survive the termination or expiration of this Agreement.

13. Insurance.

- a. Each party shall maintain comprehensive general liability insurance or sufficient self-insurance reserves to cover all risks of damage or loss in the form of personal injury, bodily injury, or property damage for which either party may be liable for its acts or omissions done in the course and scope of its business, in the minimum amounts for which public entities are liable under Oregon Revised Statutes as those statutes now exist or may be amended, but in no event shall the amount of coverage for such risks be less than \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and Personal Injury in any one occurrence, and \$3,000,000 in the aggregate.
- b. Neither party shall be liable to the other for any loss or damage to their facilities, vehicles, apparatus, equipment or other property arising from any cause for which it could have insured against under the parties normal policies, such as fire. Each party, on behalf of its insurer, waives any right of subrogation that it might have against the other party.
- c. Clackamas Fire reserves the right to require additional insurance coverage, limits, and terms. This insurance shall be considered as primary insurance and exclusive of any insurance carried by Clackamas Fire, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that Clackamas Fire may have other valid and collectible insurance covering the same risk.

14. Personnel.

- a. Each party to this Agreement agrees to provide worker's compensation insurance coverage to its employees and volunteers, and; each Party shall supervise their individual employees and volunteers while working under this Agreement. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws/
- b. Each of the Parties hereto is an independent agency for purposes of this Agreement. No representative, agent, employee, or contractor of one Party shall be deemed to be an

employee, agent, or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, employee, partnership, joint venture, or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- c. Clackamas Fire and its employees are not employees of Lake Oswego Fire and are not eligible for any benefits through Lake Oswego Fire, including without limitation federal social security, health benefits, and workers' compensation, unemployment compensation, and retirement benefits. Lake Oswego Fire and its employees are not employees of Clackamas Fire and are not eligible for any benefits through Clackamas Fire, including without limitation federal social security, health benefits, and workers' compensation, unemployment compensation, and retirement benefits.

15. Waiver.

The failure of either party to insist upon the strict performance of any of the terms, covenants or conditions of this agreement shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of either party's rights to require the strict performance of all terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

16. Force Majeure.

No party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war, labor shortages, or other conditions beyond the Parties' reasonable control.

17. Dispute Resolution Process.

In the event there are disputes or claims related to or arising under this Agreement, the following dispute resolution process will be followed. It is the intent of the parties to solve the disputes and claims at the lowest level possible, and the issues and resolutions will be documented by mutually agreeable memorandum, if applicable.

- a. Consideration and resolution by and between the Clackamas Fire Fleet Director and the Lake Oswego Fire Fleet Service Liaison.
- b. Consideration and resolution by and between the Clackamas Fire Emergency Services Deputy Chief and the Lake Oswego Fire Operations Chief.
- c. Consideration and resolution by and between the Clackamas Fire, Fire Chief and the Lake Oswego Fire, Fire Chief.
- d. In the event the disputes or claims cannot be resolved under the above process, the dispute or claim shall be subject to binding arbitration. Arbitration shall be conducted

pursuant to the rules of the Arbitration Service of Portland, and shall be conducted in Clackamas County, Oregon, unless otherwise agreed by the parties.

- e. In the event of any arbitration arising out of or relating to this Agreement or the enforcement thereof, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, costs, and expenses from the non-prevailing party.
- f. The laws of the State of Oregon shall be applied in the interpretation, execution, and enforcement of this Agreement.

18. Notices.

All notices under this Agreement shall be deemed to be given when delivered personally to the person designated below or when three (3) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail, or by electronic means, to the party to which the Notice is being given, as follows:

Lake Oswego Fire
300 B Avenue
PO Box 369
Lake Oswego, OR 97034
Fire Chief Larry Goff

Clackamas Fire District #1
11300 SE Fuller Road
Milwaukie, OR 97222
Fire Chief Fred Charlton

19. Written Agreement.

This Agreement represents the entire understanding by and between the parties with respect to the matters contained herein. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives relative to the matters contained herein are revoked and extinguished by this Agreement.

20. Modification.

This Agreement may be amended only by written instrument, signed by both Clackamas Fire and Lake Oswego Fire.

CLACKAMAS FIRE DISTRICT #1

LAKE OSWEGO FIRE DEPARTMENT

By: _____
Fred Charlton
Fire Chief

By: _____
Larry Goff
Fire Chief

Date: _____

Date: _____

SCOPE OF WORK

1. Clackamas Fire will provide fleet maintenance and repair services (“Services”) for the below-listed apparatus. If Lake Oswego Fire needs Services for additional or different apparatus or additional Services, the Parties must agree in writing to a revised list and compensation rate. Services will be provided consistent with Clackamas Fire Fleet Operations department’s standard of care, best practices, and standard operating guidelines. Such Clackamas Fire standards, practices, and guidelines are determined by the manufacturer’s service recommendations, Oregon Department of Transportation requirements, and the National Fire Protection Association guidelines as determined applicable by Clackamas Fire, and industry-recognized principles and practices.
2. Changes to this Scope of Work, must be agreed to by both Parties in writing. Without invalidating the Agreement, either Party may request changes in the Scope of Work consisting of additions, deletions, or modifications regarding the compensation rates, Scope of Work, or schedule of work. All such changes in the Work shall be in writing and signed and authorized by the Parties.
3. Lake Oswego Fire is responsible for requesting Services. The Fleet Director will propose Service levels and timelines for Services. Clackamas Fire will confirm if such levels and timelines are acceptable.
4. Clackamas Fire will not provide Services beyond its capacity or capability. If Lake Oswego Fire approves the use of outside vendors for Services, Clackamas Fire may assign work to outside vendors and may, at its sole discretion, manage such assigned Services. All assigned work is subject to this Agreement.
5. Services provided under this Agreement include 24-hour emergency maintenance and repair services. Notwithstanding any contrary provisions in this Scope of Work or this Agreement, if Lake Oswego Fire requests 24-hour emergency services, Lake Oswego Fire acknowledges and agrees that such emergency services may be assigned to outside vendors. Such assigned emergency services may include, but are not limited to: mobile fueling at emergency operations or towing. Lake Oswego Fire agrees to promptly pay for such services as provided in this Agreement. Clackamas Fire response regarding requests for 24-hour emergency maintenance or requests after-business hours will be provided pursuant to Clackamas Fire’s policy, as it may be amended by Clackamas Fire from time to time. The Lake Oswego Fire Duty Chief on duty, or designee, will request any after-hours response. Clackamas Fire may, in its sole discretion, determine the appropriate course of action. Clackamas Fire will notify the Lake Oswego Fire Fleet Service Liaison of the after-hours event on the following business day.
6. **NO SERVICE WARRANTIES.** Clackamas Fire Services are not warranted unless expressly otherwise provided in this Agreement. If a product or part is warranted by the manufacturer, such warranties will apply.
7. Services that affect the safe operation and readiness of vehicles, apparatus or equipment will not be deferred by either party unless the unit is removed from service until repairs are made.

Only Services that have no operational impact, such as decal, paint and upholstery, may be deferred. The Clackamas Fire Fleet management team and the Lake Oswego Fire Fleet Service Liaison will consult with each other, but either party may make a determination that any issue or combination of issues impacts operational safety or readiness and will not be deferred.

8. Upon a Lake Oswego Fire request for Service, Clackamas Fire is authorized to complete any Service under \$5,000, unless specific limits are established for the work by the Lake Oswego Fire Fleet Service Liaison, or other thresholds of financial or service authority are agreed to between Clackamas Fire Fleet Management and the Lake Oswego Fire Fleet Service Liaison.

9. All Services will be performed and managed by Clackamas Fire Fleet Operations. Any requested Services outside of the Scope of Work or beyond Clackamas Fire's capabilities may either be managed by Lake Oswego Fire at its sole discretion or may be assigned to a third party by Clackamas Fire or Lake Oswego Fire, upon Lake Oswego Fire's approval. If Clackamas Fire assigns work, Clackamas Fire may, at its sole discretion, manage the third party's work. Services performed directly by Clackamas Fire personnel are limited to the capability of Clackamas Fire's Fleet Operations department. Capability is limited by experience, qualified training and the required certifications necessary to complete the task. The Parties will discuss any requests for Services which Clackamas Fire determines to be beyond its capability. Clackamas Fire will determine a recommended course of action including, but not limited to: assignment, removal from service, deferral of maintenance, or surplus of the subject of service. Such examples include, but are not limited to: towing, transmission repair, and major engine overhauls.

10. Lake Oswego Fire shall be responsible for removing apparatus from service with other agencies and emergency response providers, and for coordinating its own work force and services based on the apparatus maintenance and repair schedule and availability.

11. Clackamas Fire will work with Lake Oswego Fire Fleet Service Liaison to establish preferred protocols and processes for repair orders, work orders, and other documentation.

-End of Document-

EXHIBIT "A"

ID	VIN	Class
9-191	1991 Pierce Arrow- 4P1CA02D9MA000421	Res Pumper
9-192	1994 Pierce Arrow- 4PICA02D6SA000177	Res Pumper
9-194	2001 Pierce Dash- 1P1CT02S71A001779	Pumper
9-195	2005 Pierce Dash- 1P1CD01SX5A004759	Pumper
9-196	2006 Pierce Dash- 4P1CD01H67A006788	Pumper
9-292	2015 Pierce Velocity- 4P1BCAGF6FA015435	Truck
9-350		Brush Rig