

Intergovernmental Agreement
For Exchange of Services
between
City of Salem
and
Chemeketa Community College

1. **PARTIES TO AGREEMENT.** This Agreement is made pursuant to ORS 190.010 by and between Chemeketa Community College, hereinafter called COLLEGE, and the City of Salem, hereinafter called CITY, and together referred to as Parties.
2. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to establish the terms and conditions under which the parties shall share public resources to provide work experience training for COLLEGE fire training students and enhance CITY's workforce through use of COLLEGE tuition and facilities.
3. **TERM AND TERMINATION**
 - 3.1 This Agreement shall be effective, upon the date of last signature by all parties for the period commencing January 1, 2016 and ending December 31, 2018 and shall not be earlier terminated unless written notice of termination is given by either party to the other no later than January 1 of any year, and effective on the following June 30.
 - 3.2 Termination of the Agreement by either party shall terminate the obligations of the other party as of the effective date of that termination. The rights and obligations created by Section 10 are continuing with respect to matters within the scope of this Agreement and shall survive termination.
 - 3.3 This Agreement may be terminated by mutual consent of both parties at any time.
 - 3.4 Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
4. **AMENDMENTS.** The terms of this Agreement shall not be waived, altered, modified, changed, supplemented, or amended in any manner whatsoever except by written instrument signed by the parties.
5. **PERFORMANCE REVIEW COMMITTEE.** On or before December 31 of each year, during the term of this Agreement, a meeting of the Performance Review Committee (COMMITTEE) composed of the Fire Chief of CITY and the Dean of Emergency Services or their designated representatives shall be held. The purpose of such meeting

shall be to review overall performance of this Agreement and to discuss the need for any amendments to the Agreement's terms.

6. **CONSIDERATION AND EXCHANGE OF SERVICES.** The Parties acknowledge and agree this Agreement will provide substantial benefits to both Parties through the exchange of in-kind service of an equal value.

6.1 The benefits and valuable consideration received by CITY are the value of tuition and/or use of facilities provided by COLLEGE and granted to CITY.

6.2. The benefits and valuable consideration received by COLLEGE are the value of CITY's instruction to students enrolled in the Fire Protection Program courses.

7. **OBLIGATIONS OF THE PARTIES**

7.1 CITY Obligations:

7.1.1 When available, the CITY shall station an Engine company, comprised of a Captain, Apparatus Operator and a Firefighter, at COLLEGE's main campus, building 14, fire training facility.

7.1.2 CITY shall allow at least one (1) COLLEGE student enrolled in COLLEGE's Fire Protection Program, to perform emergency service duties and routine duties for a Salem Engine Company. The CITY employees shall assist COLLEGE by providing on the job training and supervision of students assigned to CITY's engine company, which shall respond to firefighting and other medical related circumstances. CITY shall provide formal evaluation and feedback to student interns, as per COLLEGE guidelines. CITY shall enforce mandatory class attendance for student interns, based on COLLEGE procedures as referenced in Subsection 7.2.1.4.

7.1.3 The CITY may station, with COLLEGE's approval, a reserve apparatus at COLLEGE's main campus, building 14, fire training facility. All maintenance for such a vehicle will be the responsibility of CITY.

7.1.4 CITY Personnel shall provide no more than 1,320 staff hours per year of training/guidance to COLLEGE's students enrolled in the Fire Protection Program. Officers and employees of CITY, to the extent they provide training and supervision of COLLEGE students under this subsection, shall be deemed agents of COLLEGE and not CITY and students thus

directed and supervised or enrolled in COLLEGE courses shall not be deemed agents of CITY.

- 7.1.5 If COLLEGE finds a CITY employee unacceptable, based upon legitimate business reasons, COLLEGE shall provide CITY written notice of the determination and the reasons therefore. CITY shall have at least thirty (30) days to replace employee. All personnel assignments to COLLEGE fire training facility are at the sole discretion of CITY.
- 7.1.6 The training and supervision provided herein shall be governed by the provisions of the operational procedures referenced herein in Subsection 7.2.1.
- 7.1.7 COLLEGE may request that CITY provide, for COLLEGE's use, CITY medical and fire vehicles or equipment. CITY may deny or comply with the request at its discretion. Scheduling for the use of CITY vehicles and equipment shall be made through Salem Fire Department Assistant Chief of Operations.
- 7.1.8 For the purpose of providing emergency/non-emergency service to areas outside the city, CITY, will provide the Incident Commander with information about any limitations due to limited training of COLLEGE students prior to being assigned duties at an emergency/non-emergency incident.
- 7.1.9 Employees of COLLEGE shall covered by COLLEGE's Worker's Compensation program and medical malpractice insurance.
- 7.1.10 COLLEGE staff, acting in the course of their duties, may with one week's notice request to ride as observers on CITY fire apparatus and vehicles with the approval of CITY's Fire Chief or Assistant Chief of Operations.
- 7.1.11 CITY will report any on-the-job injury or accident to COLLEGE within 48 hours.

7.2 COLLEGE Obligations:

- 7.2.1 COLLEGE shall, with the approval of CITY, establish written operating procedures for students who will be involved in active experience training at emergency/non-emergency scenes. The operating procedures shall be consistent with the provisions of this Agreement; and shall include, at a minimum:

- 7.2.1.1 Chain of command for student crews and communications between student crews and CITY firefighters acting as trainers and supervisors at fires and emergencies;
 - 7.2.1.2 Procedures and protocols for training and supervision of students while not responding to fires and other emergencies;
 - 7.2.1.3 Formal evaluation and feedback guidelines that are aligned to program curricula;
 - 7.2.1.4 Policy and procedure for students when conflicts arise due to required class attendance..
 - 7.2.1.5 Other matters necessary to implement the provisions and intent of this Agreement.
- 7.2.2 Disputes concerning the application of the above operational procedures or changes to these procedures proposed by either party shall be presented by the requesting party to the Performance Review Committee (Salem FD's Fire Chief, Salem FD's Assistant Chief, the College's Fire Science Program Chair, and Dean of Emergency Services within twelve (12) days of the request or dispute according to the process set forth in Section 13 of this Agreement, "Dispute Resolution."
- 7.2.3 COLLEGE may make, and shall be solely responsible for performance under, contracts with other public bodies having fire departments within the Chemeketa Community College District, whereby student crews and the equipment leased from Marion County Rural Fire Protection District #1 may respond to alarms with the fire companies of those public bodies for the purpose of work experience training of COLLEGE students. Such contracts shall expressly recognize the rights of CITY owned vehicles, equipment, and operational procedures. COLLEGE acknowledges and agrees that CITY is under no obligation, expressed or implied, with respect to any such third-party contracts and such contracts shall not obligate CITY's personnel to respond with the student crews to any alarm outside CITY boundaries, except to the extent of CITY's obligations under any separate mutual response or mutual aid Agreement.
- 7.2.4 COLLEGE shall provide a sufficient number of Fire Protection Program students to maintain a minimum of one intern firefighter to ride on the engine company referenced in this Agreement, during academic terms, and bear all associated costs. This intern firefighter shall, as a minimum, have successfully completed three terms in the Fire Protection Program and competently completed training that is equal to or better than DPSST

Entry Level Firefighter and has completed Hazmat awareness and operations training. All students shall be SCBA and medical mask fit tested and shall be issued a full set of NFPA approved PPE to include structural gear, OSHA medical eye protection prior to riding with CITY. The COLLEGE will ensure one set of wild land gear in each size is available at the CITY facility at which the student interns are stationed. The CITY's company officer shall inspect the students' PPE and will ensure that all requirements are met prior to any student riding. In no case will students be permitted to ride on CITY engine without completing the above requirements. COLLEGE shall provide in writing a list of students that has met all the above requirements to the Assistant Chief of Operations.

7.2.5 COLLEGE shall provide tuition to CITY up to one hundred fifty (150) credits per fiscal year. Course fees and costs of books are not considered tuition and shall not be provided by COLLEGE. Non-credit classes are not tuition-based and therefore not covered by tuition waivers.

7.2.6 COLLEGE shall provide personnel accommodations, office space, apparatus room space, and utilities in COLLEGE's fire training facility to house and operate, when available, a fully staffed CITY engine company, as provided in this Agreement.

7.2.6.1 The COLLEGE will make specific repairs and updates to the COLLEGE's fire training facility as needed, not to exceed \$30,000.00 in any fiscal year upon mutual agreement. These costs will be split among the COLLEGE and the CITY as negotiated. For any cost which shall be incurred solely or partly by City, City will issue to College a City purchase order for the amount of the work, sent to the attention of the College contact person. College will invoice City for this work and the City shall pay college within 30 days of receipt of invoice.

7.2.7 COLLEGE shall allow CITY employees assigned to COLLEGE's Fire Training Facility to use, at no cost to the CITY or employees, the COLLEGE's Conditioning Center.

7.2.8 COLLEGE will assign only those students who will provide proof of immunizations: Tuberculosis, Tetanus, Measles, Mumps, Rubella (MMR), and Hepatitis B series, or other immunizations as required in writing by CITY.

8. **COMPLIANCE WITH APPLICABLE LAWS.** The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.
9. **NONDISCRIMINATION.** The parties agree to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.
10. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.** The parties shall maintain the confidence of student educational records in accordance with the Family Educational Rights and Privacy Act (FERPA) 20 USCS 1232g and corresponding state and federal regulations (34CFR Part 99; OAR 581-041-0410 through 581-041-0500.)
11. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITIES ACT.** To maintain compliance with Federal Health Insurance Portability and Accountability Act (HIPAA) and its regulations, the terms of the Business Associate Exhibit (Addendum 1) are incorporated herein.
12. **INSURANCE/RISK ALLOCATION**

12.1 Property.

12.1.1. CITY shall bear the risk of loss or damage to the fire engine, and shall be solely responsible for the cost of insuring or self-insuring that risk as it deems appropriate.

12.1.2 With respect to COLLEGE facilities used by CITY, COLLEGE shall bear the risk of loss or damage except as provided in this subsection, and shall be solely responsible for the cost of insuring or self-insuring that risk as it deems appropriate. The COLLEGE does not assume the following risks under this subsection, which shall be the sole and exclusive responsibility of CITY, and for which CITY shall subject to constitutional and statutory tort limitations indemnify COLLEGE:

12.1.2.1 Loss or damage caused by a breach of CITY's duties under this Agreement.

12.1.2.2 Loss or damage caused by deliberate or reckless conduct of the officers, employees, or agents of CITY.

12.2 Casualty.

12.2.1. The parties assume and shall insure or self-insure the risk of liability within the scope of ORS 30.260 to 30.300 with respect to their own officers, employees and agents;

12.2.1.1 COLLEGE agrees to defend, indemnify, and hold CITY, its officers, employees, and agents harmless from any and all rights of action, claims, demands, liabilities, injury, losses, damages of any kind, rights of contribution or indemnity without limitations, attorney fee claims, and all other charges, claims or expense, whether known or unknown, ripened or inchoate, arising in whole or in part out of the fire engine, any activities thereon, this Agreement, and any actions by COLLEGE, its officers, employees, and agents.

12.2.1.2 CITY agrees to defend, indemnify, and hold COLLEGE, its officers, employees, and agents harmless from any and all rights of action, claims, demands, liabilities, injury, losses, damages of any kind, rights of contribution or indemnity without limitations, attorney fee claims, and all other charges, claims or expense, whether known or unknown, ripened or inchoate, arising in whole or in part out of CITY's, or its officers, employees, and agents, use of COLLEGE tuition or facilities under this agreement.

12.3 Workers Compensation. Each party shall insure or self-insure as allowed under the provisions of ORS Chapter 656, the liability for compensation for occupational injury or disease of its own employees or students, regardless of whose agent they may be under during the terms of this Agreement.

12.4 Student Medical Malpractice. COLLEGE will obtain and maintain student malpractice insurance in the amount of \$1,000,000 under the college's general liability insurance policy for each student.

13. DISPUTE RESOLUTION

13.1 Should any dispute arise as to the meaning or application of any of the provisions of this Agreement, or as to the rights or obligations of a party hereto in a particular case, either party may require that the issue be brought before the COMMITTEE. The COMMITTEE may issue an advisory ruling which, if acceptable by the parties, would resolve the particular dispute and serve as precedent to resolve future like disputes; or may decline to take any action.

- 13.2 No party shall be entitled to maintain any action or law to adjudicate or enforce any provision of the Agreement without first bringing the issue before the COMMITTEE as provided herein.
- 13.3 The provisions of this section are for the sole benefit and use of the Parties to this Agreement and are not available to, nor for the benefit of, any other person or party.
14. **MERGER CLAUSE.** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change to the terms of this Agreement shall bind either party unless in writing and signed by both parties. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its terms and conditions.
15. **FORCE MAJEURE.** Parties shall not be held responsible for, delay or default caused by fire, riot, acts of God, and war which was beyond parties' reasonable control.
16. **NOTICES AND CONTACT PERSONS.** Any notice required to be given COLLEGE or CITY under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

FOR COLLEGE:

Marshall Roache
Dean of Emergency Services
Chemeketa Community College
PO Box 14007
Salem OR 97309-7070

FOR CITY:

Mike Niblock, Fire Chief
City of Salem Fire Department
370 Trade St SE
Salem, OR 97301

In witness whereof, the parties hereto have caused this Agreement and Addendum to be executed on the date set forth below.

CHEMEKETA COMMUNITY COLLEGE

CITY OF SALEM

Miriam Scharer Date
Associate Vice President/Financial Services
or Rebecca L.Hillyer
General Counsel

Steve Powers Date
City Manager

This Exhibit is Addendum 1 to
The Intergovernmental Agreement
between
the City of Salem,
an Oregon municipal corporation
("CITY")
and
Chemeketa Community College
an Oregon special district
(COLLEGE)

For the purpose of complying with HIPAA and the Privacy Rule

Pursuant to 45 CFR 164.504(e)(3)(i)(A) the parties agree to the following in order to comply with the applicable requirements of the Standards for Privacy of individually identifiable Health Information at 45 FR Part 160 and Part 164, Subparts A and E (the Privacy Rule) and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 as these may be amended from time to time. Terms used, but not otherwise defined, in this section shall have the same meaning as those terms in the Privacy Rule.

1. Terms used, but not otherwise defined, in this Section Addendum shall have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E (the Privacy Rule).
2. Except as otherwise limited in this Agreement, COLLEGE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the "CITY" as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by CITY.
3. Except as otherwise limited in this Agreement, COLLEGE may use Protected Health Information for the proper management and administration of COLLEGE or to carry out the legal responsibilities of COLLEGE.
4. Except as otherwise limited in this Agreement, COLLEGE may disclose Protected Health Information for the proper management and administration of COLLEGE or to carry out the legal responsibilities of COLLEGE, provided that such disclosures are Required By Law, or COLLEGE obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law, and COLLEGE requires the person notify COLLEGE of any instances of in which the confidentiality of the information has been breached.

5. Except as otherwise limited in this Agreement, COLLEGE may use Protected Health Information to provide Data Aggregation services related to the health care operations of the "CITY" as permitted by 42 CFR §§ 164.504(e)(2)(i)(B).
6. COLLEGE" may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §§ 164.502(j)(1).
7. COLLEGE agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
8. COLLEGE agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health information other than as provided for by this Agreement.
9. COLLEGE agrees to mitigate, the extent practicable, any harmful effect that is known to COLLEGE of the use or disclosure of Protected Health Information by COLLEGE in violation of the requirements of this Agreement.
10. COLLEGE agrees to report to CITY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
11. COLLEGE agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by COLLEGE on behalf of CITY, agrees to the same restrictions and conditions that apply through this Agreement to COLLEGE with respect to such information.
12. COLLEGE agrees to make available Protected Health Information in accordance with 45 CFR §§ 164.524.
13. COLLEGE agrees to make Protected Health Information available for an amendment and to incorporate any amendment(s) to Protected Health Information in accordance with 45 CFR §§ 164.526.
14. COLLEGE agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by COLLEGE on behalf of, CITY.