



JOINT MEETING
REDMOND CITY COUNCIL /
DESCHUTES COUNTY RFPD #1 BOARD
May 6, 2014
City Hall • 716 SW Evergreen Avenue

**COUNCIL
MEMBERS**

George Endicott
Mayor

Tory Allman
Councilor

Joe Centanni
Councilor

Camden King
Councilor

Ginny McPherson
Councilor

Ed Onimus
Councilor

Jay Patrick
Councilor

MAY 6, 2014

MEETING AGENDA

6:30 P.M.

- I. CALL TO ORDER / ESTABLISH A QUORUM**
- II. DISCUSSION ITEMS**
 - A. Current Intergovernmental Agreement between City and RFPD #1
 - B. RF&R Community Paramedic Program
 - C. RF&R Financial Update
- III. ACTION ITEMS**
 - A. Aircraft Rescue and Firefighting Intergovernmental Agreement Exhibit 1
- IV. OTHER BUSINESS**
- V. ADJOURN**

Regular Council meetings are broadcast live on COTV11 – BendBroadband Channel 11 beginning at 7:00 p.m. on the 2nd and 4th Tuesdays of each month. Rebroadcasts are scheduled for the non-meeting Tuesdays at 7:00 p.m., and Sunday at 1:00 p.m.

Anyone needing accommodation to participate in the meeting must notify Mike Viegas, ADA Coordinator, at least 48 hours in advance of the meeting at 541-504-3032, or through the Telecommunications Relay Service (TRS) which enables people who have difficulty hearing or speaking in the telephone to communicate to standard voice telephone users. If anyone needs Telecommunications Device for the Deaf (TDD) or Speech To Speech (STS) assistance, please use one of the following TRS numbers: 1-800-735-2900 (voice or text), 1-877-735-7525 (STS English) or 1-800-735-3896 (STS Spanish).

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STAFF REPORT

DATE: May 6, 2014
TO: Mayor and Council Members
THROUGH: Keith Witcosky, City Manager
FROM: Robert P. Noble, Interim Airport Director
SUBJECT: Redmond Municipal Airport/Redmond Fire & Rescue Intergovernmental Agreement (IGA) for Aircraft Rescue and Firefighting (ARFF)

Addresses Council Goal:

1. Sustain Operations

Report in Brief:

Guidelines establishing a partnership between Roberts Field – Redmond Municipal Airport and Redmond Fire & Rescue to provide comprehensive services for airport rescue and firefighting .

Background: The operational transfer of Redmond Fire & Rescue to a rural fire district was effective July 1, 2011. The City of Redmond and Deschutes County Rural Fire Protection District #1 entered into an intergovernmental agreement for fire protection services. The Aircraft Rescue Firefighting operating agreement for the Redmond Municipal Airport was identified as Appendix C of that agreement. The Airport and Redmond Fire & Rescue recognized that this agreement was due to expire July 2014, and entered into an effort to create a modernized, comprehensive agreement for these services.

Discussion: The Redmond Municipal Airport – Roberts Field is a FAR Part 139, Index B commercial service airport and is required by the Federal Aviation Administration to have onsite ARFF services available for commercial operations. Since the City of Redmond does not have this program under its current structure the airport seeks this service through a contractual relationship. The parties have agreed to an IGA as the appropriate instrument to establish the agreement. This comprehensive agreement addresses scope of work, operational responsibilities, staffing levels, training, insurance, facilities, equipment and maintenance to support services at the Airport as well as documentation required by regulatory agencies. The agreement establishes the terms and conditions agreeable to both parties.

Fiscal Impact: FY2014/15 \$486,762

Recommendation/Suggested Motion:

"I move to approve the Intergovernmental Agreement with Deschutes County Rural Fire Protection District #1 for Aircraft Rescue Firefighting services for June 30, 2014 to June 30, 2017, in the amount of \$486,762 and authorize the City Manager to sign the agreement.

Robert P. Noble
Interim Airport Director

Aircraft Rescue Firefighting (ARFF) Intergovernmental Agreement

Agreement:

This Agreement is made and entered into this May 6, of 2014 between the City of Redmond, an Oregon Municipal Corporation, (City) and Deschutes County Rural Fire Protection District #1, operating as Redmond Fire & Rescue, (District).

Recitals:

Whereas, The City operates a commercial airport known as Roberts Field, located within the boundaries of the City, which is current designated by the FAA as ARFF Index "B".

Whereas, The District provides firefighting and life safety services to the City.

Whereas, The City and the District agree to enter into this operational agreement to provide specific Aircraft Rescue Firefighting (ARFF) services to the Redmond Airport.

Agreement:

Now, therefore, based on the recitals above, which are incorporated into this Agreement, the parties agree as follows:

1. Term:

The District and the City agree to provide the services and compensations as provided in this agreement. This Agreement shall remain in effect until midnight on June 30, 2017. With the consent of both parties, this Agreement may be extended to midnight, June 30, 2019. The parties further agree to meet and review this Agreement on an annual basis.

2. District Scope of Services:

A. Standard of Service:

The District agrees to provide the services with the highest degree of industry standards.

B. Staffing:

District agrees to assign personnel to the Airport Fire Station that meet employment qualifications and training as specified by Federal Aviation Administration (FAA) FAR Part

139 and staff the Airport Fire Station with at least one ARFF firefighter/paramedic (EMT-B or better), twenty-four (24) hours per day, seven (7) days per week.

The Airport is currently designated by the FAA as ARFF Index "B". Should the FAA staffing requirements change or the FAA index change in a manner that requires alterations to the Airport's fire staffing, the City and District agree to renegotiate the fiscal obligations necessary to meet the FAA new requirements. The City and District agree that the District will meet the FAA staffing requirements while the renegotiations are proceeding and that any renegotiated agreement will be retroactive to the date the new staffing began.

C. Operations:

The District agrees to respond to any fire or medical incidents occurring within the Airport Operations Area (AOA) or occurrences at the Terminal building. Further the District agrees to respond to and manage aviation fuel spills. In addition, the District agrees to provide the additional services set forth in the attached Exhibit 2.

D. Reporting:

The District shall develop all necessary reporting forms for training records, log books, and other records relating to ARFF functions. These records are to be kept on the premises or at Fire District Office and made readily available for inspection by the Airport and/or the FAA. The reports shall include all accidents, incidents, safety inspections and any safety violations related to ARFF or District staff activities at the Airport. The District shall insure that proper log entries are kept and acceptable to the Airport and/or the FAA.

E. Building:

The District will maintain the Airport Fire Station in a neat, clean appearance and condition, and will be responsible for all regular maintenance (such as carpet cleaning and landscaping), all minor repairs (such as broken windows), and any damage caused by the District, its employees or guests.

F. Insurance:

The District shall at all times maintain, in force, at District's expense, insurance noted below. Insurance coverage must apply on a primary and non-contributory basis. All insurance policies shall be written on an occurrence basis and be in effect for the term of this contract.

1. Workers Compensation: Insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage

for all subject workers, or provide certification of exempt status. Employers' Liability Insurance with coverage limits of not less than \$500,000 must be included.

2. Property Insurance: City will continue to insure the building. District is responsible for providing any insurance or desired coverage for personal property on site, including equipment and vehicles.
3. Commercial General Liability: Insurance with a combined single limit of not less than: \$10,000,000 per occurrence / \$20,000,000 Annual Aggregate. **By separate endorsement, the policy shall name *The City of Redmond, its agents, directors, officers, employees and volunteers as an additional insurance.***
4. Automobile Liability: Insurance with a combined single limit of not less than \$1,000,000 per occurrence covering any auto, truck or equipment.
5. Insurance Policy Requirements: District shall pay all deductibles and retentions. District's insurance coverage will be primary in the event of loss. District's insurance policy must provide a waiver of any right to subrogation which any such insurer of District may acquire against City by virtue of payment of any loss under such insurance. The District shall name the City of Redmond as additional insured and provide a copy of the Certification and Endorsement and upon request by the City a copy of the policy.

G. Compliance with Laws and Rules & Regulations:

The District shall comply with all federal, state and local laws and ordinances applicable to public contracts, including but not limited to specific Oregon Statutes governing public contracts. The City may adopt and enforce rules and regulations which the District agrees to observe and obey, with respect to the use of the Airport and its appurtenances, facilities, improvements, equipment and services; provided that such rules and regulations shall not be inconsistent with safety and with rules, regulations and orders of the Federal Aviation Administration (FAA), Department of Homeland Security (DHS) and Transportation Security Administration (TSA) with respect to all operations of the Airport. District shall comply with all Airport rules and regulations and shall observe, obey, comply with and not otherwise hinder or obstruct any and all rules, regulations, laws, ordinances, statutes or orders of any governmental authority, whether Federal, State, or local, lawfully exercising authority over the Airport or the activities thereon, including compliance with FAA, TSA and Airport rules, regulations or plans, or OSHA. To the fullest extent authorized by law, District shall be liable to City of any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon City due to District's violation of any governmental rules, regulations or standards as now or may hereafter be promulgated or enacted, including, but not limited to, the payment of any fines or penalties for any breach of security,

arising from the unauthorized entry of any person, or vehicle onto the Airport or from any other violations caused directly or indirectly by the act, omission, negligence, abuse or carelessness on the part of the District, its employees, subtenants, agents or suppliers. City shall not be liable to District for any diminution or deprivation of possession, or of its rights hereunder on account of the exercise of such right or authority as in this section provided, nor shall District be entitled to terminate the whole or any portion of the rights granted herein by reason of the exercise of such right or authority, unless the exercise thereof shall so interfere with District's use and occupancy of the Airport Station so as to constitute a termination in whole or in part of this contract by operation of law in accordance with the laws of the State of Oregon.

H. Special Provisions – Airport Security: District's employees and subcontractors must submit to required background clearances and attend Security Identification Display Area (SIDA) training in order to obtain an Airport I.D. badge.

I. Badge Acquisition: Prior to the issuance of a security badge(s), designated District personnel who will be working at the Airport Station, and engage in the performance of work under this contract must pass RDM's screening requirement, which include a F.B.I. criminal history background investigation (fingerprinting) and Transportation Security Administration (TSA) Security Threat Assessment (STA). Clearances can take up to two (2) weeks. District's designated personnel will need to complete SIDA training at RDM (approximately 2 hours). District's designated personnel must successfully complete the badge acquisition within 14 days of contract execution, unless other arrangements have been coordinated by the City in writing.

J. Badge Holder Requirements and Responsibilities: TSA requires that each person issued a RDM security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of RDM.

All persons within the restricted areas of RDM are required to display, on their person, a RDM security badge; unless they are specifically exempted, or they are under escort by a properly badged individual. Each RDM employee, District employee, subcontractor or tenant employee who has been issued a RDM security badge is responsible for challenging any individual who is not properly displaying a RDM issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid RDM security badge must immediately be referred to the Police Department and the Airport Security Coordinator.

RDM security badge is the property of City and must be returned upon termination of District personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Police Department and the Airport Security Coordinator. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge of the lost badge replacement will be at the current posted rate located in the RDM Administration

Office. A report shall be made before a replacement badge will be issued. RDM security badges are non-transferable.

In the event a District's badge is not returned to RDM upon termination of District personnel employment and/or termination or expiration of contract, a fine of \$100.00 per badge will be charged to the District. District employees assigned to this contract must produce valid original or certified documents including: driver's license and I-9 documents for proof of citizenship and legal right to work in the USA when application is accepted for Airport I.D. No worker shall be used in performance of this work that has not passed the background check or lacks required RDM training.

3. City Obligations

A. Staff Salary Reimbursement:

The City will pay to the District a salary reimbursement for three airport firefighters and twenty-five percent (25%) of a Battalion Chief's salary. See Appendix A for salary reimbursement calculation. This reimbursement will be updated each fiscal year and paid in equal monthly installment by the City to the District.

B. Staff Training Costs:

The City will fund training costs for the specialized apparatus that meets FAA index requirements, all supplies associated with training and suppression including firefighting foam and first aid supplies for incidents on the airport. The City agrees to pay for the training for an agreed and specified staff to be negotiated by the City and the District. These items will be included in an annual budget provided by Redmond Fire & Rescue to the City for their approval by February 1 of each fiscal year. The annual budget will be paid on a monthly basis by the City to the District. At the end of each fiscal year (no later than September 1 of each year, the District and City will meet to reconcile actual costs paid to the original budgeted figure. All discrepancies will be paid by the responsible party.

C. Airport Fire Station and Equipment:

The Airport Fire Station will continue to be owned and operated by the City. The City will be responsible for all major repairs to the building. Major repairs include the HVAC system, structural issues, roofing, and the like.

The City will also continue to own and maintain the ARFF apparatus and equipment (ARFF trucks, foam and purple K supply replenishment, rescue tools, station maintenance, appliances, phone and IT services). That equipment is listed on the attached Exhibit 1.

4. Independent Contractor:

District, for the purpose of this Agreement, shall be considered an independent contractor. As an independent contractor, District agrees as follows:

A) District will be solely responsible for payment of Federal or State taxes required as a result of this Agreement.

B) District is not entitled to any benefits generally granted to City employees.

C) District is solely liable for any Workers Compensation coverage under this contract. If District has the assistance of other persons in the performance of this contract, District shall qualify and remain qualified for the term of this contract as a direct responsibility employer under Oregon Workers' Compensation law.

D) Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. District shall be responsible for all federal or state taxes applicable to compensation or payment paid to District under this Agreement.

5. District not an agent of City:

It is agreed by and between the parties that District is not an agent of the City, and City does not have the right of direction or control of the manner in which District delivers services under this Contract or exercises any control over the activities of District. District is not an officer, employee or agent of City as those terms are used in ORS 30.265.

6. Amendment of this Agreement:

The District and the City agree that should the scope of work identified in this Agreement need to be modified during the term of this agreement, that the parties will meet and make such amendments to this Agreement as necessary in an effort to adequately serve the interest of the community and the Airport. This Agreement may not be modified except in writing signed and dated by both parties.

7. Indemnification:

The District and City agree to fully to indemnify and hold harmless the other party, it's officers, employees, agents, and representatives from and against all claims and actions,

including all expenses incidental to the investigation and defense thereof of any kind or nature including, but not limited to, claims or actions based upon or arising out of damages or injuries to persons or their property, to the extent the same are caused by the fault or negligence in whole or in part of District, its agents, or employees during performance of this Agreement, provided City shall give to District prompt and reasonable notice of any such claims or actions known to City, and District shall have the right, and duty, to investigate, compromise, and defend same, provided and to the extent such claim is not the result of negligence or fault of City. In the event City is named in any such action based on District's conduct or activities under this Agreement, City shall have the right to defend in its own name and District shall indemnify City for the cost, expenses, and attorney's fees, including that of in-house counsel associated with such defense.

8. Notification of Claims:

The District shall immediately notify City of any claims or accidents which are alleged to be caused by the negligence or fault of City or its employees or agents.

9. Assignment:

District shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any interest in any portions of the same, or permit any other person or persons, company or corporation to occupy the Premises without the written consent of City.

10. Dispute Resolution:

If any dispute arises between the parties, either party may request mediation. If a dispute arises concerning any topic, the parties may jointly select a neutral mediator or either party may apply to the Deschutes County Courts for appointment of a single mediator. The mediation shall proceed according to ORS Chapter 36 or its successor. The mediation shall take place in Deschutes County

11. Termination:

Either party may terminate this Agreement by giving a minimum of a 120-day written notice to the other, sent by United States Certified Mail, return receipt requested, postage prepaid, at the address set forth in this agreement or provided in writing by certified mail to the other party.

In the event either party is in default of this Agreement, the other party shall have the right to pursue all rights and remedies available at law or in equity and shall provide written notice of the default and provide thirty (30) days to correct the default. If the default is not corrected within that time, this Agreement may be terminated.

12. Subordination to the United State Agreement

This Agreement shall be subordinate to the provisions of any existing or future agreement between City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by United States at other civil air carrier airports receiving federal funds, and provided that City agrees to have the current Federal Assurances on file at the Airport Director's office for review at any reasonable time.

13. Compliance with Non-Discrimination:

District, for itself, its heirs, personal representatives, successors in interest, and assign, as a part of the consideration hereof, does hereby covenant and agree that:

- A. No person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the contracted space.
- B. In the construction of any improvements on, over, or under the contracted space and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C. District shall use the contracted space in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation (DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- D. In the event facilities are constructed, maintained, or otherwise operated on the contracted space for a purpose of which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, District shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of the Title VI of the Civil Rights of 1964, and as said Regulations may be amended.

- E. In the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate the Agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
- F. District shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.
- G. Noncompliance with Provision C above shall constitute a material breach thereof and in the event of such noncompliance City shall have the right to terminate this Agreement and the estate hereby created without liability therefore or at the election of City or the United States either or both said governments shall have the right to judicially enforce Provisions A, B, and C.

This Agreement may not be modified except in writing signed and dated by both parties. In WITNESS WHEREOF, the parties hereto executed this Agreement on the date set forth below:

CITY: DATED this _____ day of _____ 2014

DISTRICT: DATED this _____ day of _____ 2014

Keith Witcosky, City Manager

Carroll Penhollow, District President

Attest

Kelly Morse, City Recorder

Appendix A Salary Reimbursement Table

Firefighter Name	Allocation %	Personnel Services Budget - FTE	Operations Personnel Service Budget Total	FTE / Cost Center	Materials & Services Budget – Operations Cost Center	Materials & Services Cost – FTE	Total Basis – FTE (PS + MS)	Allocation \$
		A	B	C	D	E	F	G
Firefighter	25%							
Firefighter	25%							
Firefighter	25%							
Firefighter	25%							
Firefighter	25%							
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Firefighter	25%							
Firefighter	25%							
Firefighter	25%							
Firefighter	25%							
Firefighter	25%							
Battalion Chief	25%	↓	↓	↓	↓	↓	↓	↓

Twelve firefighters are accounted for in the above table as twelve individuals are trained and staffed at the ARFF station. The contract states that salary reimbursement will cover 3 full time positions and 25% of a Battalion Chief. By including all twelve who are trained and staffed at a 25% allocation, the table captures the 3 full time positions.

A – Total employee compensation which includes salary and benefits.

B – Current year Fire Operations Personnel Services budget.

C - % of individual's total compensation package to total Operations Personnel Services budget.

D – Current year Fire Operations Materials & Services budget.

E – Individual's percentage of total Materials & Services budget (i.e. if individual compensation package is 2% of personnel service budget than they would also be 2% of total Materials & Service budget).

F – Total compensation cost plus % of Materials & Services budget.

G – Total compensation and % of Materials & Services at allocated rate.

DRAFT

Exhibit 1

Equipment

Foam and Purple K Supply Replenishment
Equipment needs -- Two (2) ARFF trucks
Equipment needs for MCI Vehicle
Incidentals for drill/tabletops if needed

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Exhibit 2

Airport Related Tasks

1. The District may perform runway inspections and submit appropriate documentation to Airport operations.
2. The District may inspect Airport fueling facilities including trucks and tanks, and may inspect fueler records for compliance with FAA requirements.
3. The District will assist Airport personnel in the development and implementation of the annual and triennial emergency exercises, including an exercise related to a simulated Cascadia event. The District will also assist Airport with updates and modernization of the Airport Emergency Plan.
4. The District will provide First Aid/CPR, Automated External Defibrillation, Hazardous Material Handling, Hands-on Fire Extinguisher use and Incident Command System training for appropriate Airport employees.