



RESOLUTION NO. 7124

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF EUGENE FOR MEDIC UNIT STANDBY SERVICES AT THE WORLD ATHLETICS CHAMPIONSHIPS

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any and all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform; and

WHEREAS, the World Athletics Championships will occur in Eugene, Oregon, July 15-24; and

WHEREAS, the City of Eugene has requested standby medic services from the City of Albany if needed for the World Athletics Championships; and

WHEREAS, the City of Albany has qualified medical personnel that could provide the requested services if staffing is available.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Albany Fire Chief execute an agreement for standby medic services with the City of Eugene (Exhibit A).

DATED AND EFFECTIVE THIS 13TH DAY OF JULY 2022.

  
\_\_\_\_\_  
Mayor

ATTEST:



\_\_\_\_\_  
City Clerk



# CITY OF EUGENE REQUEST FOR SERVICES AGREEMENT

## Medic Unit Standby Services at the World Athletics Championships Oregon 2022

**BETWEEN:** The City of Eugene, (City) a unit of local government of the state of Oregon  
**AND:** The City of Albany, (Agency) a unit of local government of the State of Oregon  
**CONTRACT #:** 2022-0xxxx  
**EXPIRATION DATE:** September 30, 2022

### RECITALS

- A. Whereas ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any and all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform;
- B. Whereas the City has entered into contract 2023-02693 with Oregon22, LLC to provide medic unit standby services at the World Athletics Championships Oregon 22 Event (Event) held on July 15, 2022 through July 24, 2022 on University of Oregon grounds and surrounding areas, and;
- C. WHEREAS Oregon22 LLC is the lead entity for coordinating events and contracting services for Advanced Life Support, HazMat, and Supervisors, as well as defining, and determining areas, levels, duration, and types of Services for the Event with other governmental agencies, including the City, and;
- D. Whereas Oregon22 authorized the City to subcontract with other agencies to provide medic unit standby services for the Event;
- E. Whereas the City desires to enter into an agreement with Agency to provide medic unit standby services for the Event described in this Agreement and Agency is willing to provide such Services on the terms and conditions set forth herein and in the following exhibits:
- F. WHEREAS the City agrees to assign Agency medic standby personnel (Assigned Personnel) to the Event in such numbers at such times and positions as is mutually agreed upon by both parties for the Scope of Services as described in **Exhibit A**.
- G. THEREFORE, the City and the Agency desire to enter into this Agreement whereby the Agency will provide the Services described in this Agreement on the terms and conditions set forth herein and in the following exhibits, which are listed in order of precedence:

**Exhibit A:** Scope of Services/Compensation

## AGREEMENT

1. **Services to be Provided.** Agency agrees to provide Assigned Personnel to the Event in such numbers at such times and positions as is mutually agreed upon by both parties in **Exhibit A: Scope of Services**.
  2. **Term.** Agency shall commence providing its Services on July 10, 2022 and shall complete its performance of Services on July 24, 2022. The Agreement term will continue to September 30, 2022.
  3. **Consideration.** Agency shall send an itemized invoice for staffing and billable hours to City within 30 days after the conclusion of the Event. City will verify hours submitted by Agency and will remit payment for services 30 days after receiving invoice. City will pay the consideration as listed in **Exhibit A** directly to Agency. Agency may charge an hourly rate not to exceed \$180 per hour. If Agency is entitled to reimbursement for any such expenses, they shall be properly documented and submitted in accordance with requirements listed in **Exhibit A**.
- 3.1 **Staffing Invoicing and Payments.** Agency will email invoices to: John Follett, [JFollett@eugene-or.gov](mailto:JFollett@eugene-or.gov). The City shall review Agency invoices for staffing and billable hours accuracy and if approved remit payment. Invoices shall be provided by Agency within 30 days of completion of the event.

Invoices shall include the following:

- Date and name of event
  - Number of assigned personnel and their classification
  - Number of hours listed by date, start time, and end time
  - Total amount
4. **Termination.** Upon 48 hours' prior written notice delivered to the persons designated in paragraph 5, either party, without cause, may terminate its participation in this Agreement. In the event of termination, City shall pay Agency for Services performed to the date of termination.
  5. **Contract Administration.** Each party designates the following as its representative for purposes of administering this Agreement:  
  
Agency: Shane Wooton, Fire Chief  
Albany Fire Department  
P.O. Box 490  
Albany, OR 97321  
Shane.wooton@cityofalbany.net  
  
City: John Follett, Administrative Services Manager  
Eugene Springfield Fire  
1705 W 2<sup>nd</sup> Ave  
Eugene, OR 97401  
jfollett@eugene-or.gov
  6. **Records/Inspection.** The parties shall maintain records of its charges and expenses under this Agreement for a period of not less than three full fiscal years following completion of this Agreement.

Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of other party's records that relate to this Agreement.

- 7. **Indemnification.** To the extent legally possible, Agency and City shall indemnify and hold the other, its officers, agents, and employees, harmless from and against any and all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to any act or failure to act by each other and each other's employees, agents, officers, and contractors.
- 8. **Assignment.** Agency shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without City's prior written approval.
- 9. **Compliance with Laws.** The parties shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations always and in the performance of this Agreement.
- 10. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested and addressed to the representative designated in paragraph 5. In addition, if directions for electronic transmission (email) are set forth, notices may be delivered by email. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by email will be deemed delivered when successful transmission is electronically confirmed. Either party may change its address by notice given to the others in accordance with this paragraph.
- 11. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. If the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.
- 12. **Integration; Severability.** This Agreement embodies the entire agreement of the parties regarding the scope of work detailed in Exhibit A. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall not be amended except in writing, signed by both parties. If any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 13. **Interpretation.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. Jurisdiction of any dispute or litigation arising from or related to this Agreement shall be in the Circuit Courts of the State of Oregon and venue shall be in Lane County, Oregon.

CITY OF EUGENE

(AGENCY)

By: \_\_\_\_\_

By: \_\_\_\_\_

Scott Cockrum, Interim Fire Chief

Shane Wooton, Fire Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A: SCOPE OF SERVICES & COMPENSATION

The Agency is providing standby Advance Life Support Services at the Event. Services provided will be based on the Agency's hourly overtime rate which will not exceed \$180.00 per hour.

The City of Eugene shall utilize the IGA with Agency to provide Assigned Personnel to work at the Event, with the following provisions:

- 1) All Agency Assigned Personnel used for these events shall be coordinated and scheduled through the assigned Eugene Springfield Fire (ESF) supervisor.
- 2) Agency Assigned Personnel shall have the necessary classification for the Services assigned by City and shall be under the direction of ESF during such hours as they are scheduled to work the Event.
- 3) Agency retains the right to assign a supervisor to the event to facilitate cooperation and full interoperability of their personnel. This supervisor may work within the existing Agreement limits outlined by the above-mentioned service contract between City and Oregon22 LLC; therefore, qualifying for reimbursement of their hours at the existing rate indicated above unless the Agreement positions are full, at which time the supervisor position will not be compensated by City, or reported to the Agency for payment.
- 4) Payments shall be made by City directly to Agency at the hourly rate as indicated above.
- 5) Agency will email staffing and billable hours invoices to: **John Follett, jfollett@eugene-or.gov**. Agency will provide invoices to City within 30 days of the Event. City will review Agency's invoice to verify and match rates and scheduled hours. The City will pay the Agency directly within 30 days of receiving invoice from the City, i.e., net 45 days from issuance of any invoice.