



ALBANY CITY COUNCIL  
SUPPLEMENTAL AGENDA

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**January 24, 2024**

6:00 p.m.

Council Chambers, City Hall  
333 Broadalbin Street SW

An agenda item has been added for this meeting:

1. New item: Intergovernmental agreement with Willamalane Park and Recreation District – Kim Lyddane. Resolution and IGA attached.



RESOLUTION NO. \_\_\_\_\_

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A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH WILLAMALANE PARK AND RECREATION DISTRICT FOR SHARED STAFFING AND EQUIPMENT

WHEREAS, Willamalane Park and Recreation District of Springfield, Oregon, has been severely impacted by the recent ice storm; and

WHEREAS, their parks and public trails are closed to the public due to excessive tree damage and liability; and

WHEREAS, the Albany Parks and Recreation Department will support Willamalane Park and Recreation District by providing additional one-time staffing and equipment as outlined in an intergovernmental agreement to assist with the clean-up of the urban canopy and debris.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the director of Albany Parks and Recreation execute an intergovernmental agreement with Willamalane Park and Recreation District for shared staffing and equipment.

DATED AND EFFECTIVE THIS 24 TH DAY OF JANUARY 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

**CITY OF ALBANY PARKS AND RECREATION/ WILLAMALANE PARK AND  
RECREATION DISTRICT  
INTERGOVERNMENTAL AGREEMENT**

**FOR**

**PARK MAINTENANCE SERVICES**

This Intergovernmental Agreement is made and entered into in duplicate original as of the 24th day of January, 2024, by and between the City of Albany Parks and Recreation Department, a municipal corporation of the State of Oregon, hereinafter referred to as “Albany,” and the Willamalane Park and Recreation District of Springfield, Oregon, a special-purpose district duly formed under the laws of the State of Oregon, hereinafter referred to as “WPRD,” and jointly referred to as “parties.”

**RECITALS**

WHEREAS, Oregon Statutes grant general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190.010 to 190.110; 368.016(2); 373.260; and 294.950(2); and

WHEREAS, Albany will assist WPRD with qualified park maintenance staff and equipment to assist in park and trail clean up after the January ice storm; and

WHEREAS, Albany has the capacity to assist on a schedule and help provide additional equipment in the hopes of assisting WPRD in reopening parks and trails in a safe fashion; and

WHEREAS, Albany is willing to provide the services of three park services staff and specific equipment, pursuant to the terms of this agreement.

**NOW, THEREFORE, in consideration of the recitals above and the mutual covenants, terms and provisions set forth herein, the parties agree as follows:**

**1. Scope of Services:**

The Parties concur that the purpose of this Agreement is for Albany to provide park maintenance services including, but not limited to, park and trail debris clearing. The specific scope of services is outlined in Section 3: Staffing and Equipment.

**2. Consideration:**

WPRD shall pay Albany at the fully burdened rate for three staff members along with mileage for actual hours worked in support of the clean-up efforts. This fee is estimated at \$5,000 (three staff members, 8-hour days, four days over the next month, plus mileage).

WPRD hereby agrees that it will not hire any of Albany's employees during the term of this agreement or any extension thereof.

Albany agrees to provide WPRD personnel and equipment as described below. Further, the Parties hereto recognize and agree that such personnel and equipment shall be periodically unavailable under this Agreement due to unscheduled operating requirements.

**3. Staffing and Equipment:**

1. A self-contained APRD park maintenance crew of three people. The self-contained crew will bring their own equipment and safety gear.
2. One chip truck.
3. Beaver M 15 R chipper
4. 2003 Ford box truck
5. Tracked skid steer
6. Additional saws as needed

**4. Term of Agreement:**

This agreement shall run from January 24, 2024, until March 1, 2024.

**5. Governing Law:**

This agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding, including discovery proceedings, (collectively, "Claim") between the Parties that arises from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon and venue shall lie in Linn County, Oregon.

**6. Severability:**

If any provisions of this agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this agreement or the application of such provision, or portion thereof, and each provision of this agreement, shall be valid and enforceable to the fullest extent permitted by law.

**7. Entire Agreement:**

This agreement and the exhibits attached hereto sets forth the entire understanding among the Parties with respect to the subject matter referenced herein, there being no terms, conditions, warranties or representations with respect to its subject matter other than as contained herein.

**8. Notices and Demands:**

Any notice, demand, or other communication under this agreement shall be sufficiently given if sent by (i) registered or certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) first class mail or delivered in person.

**In the case of City of Albany:**

Peter Troedsson  
City Manager  
333 Broadalbin Street SW  
Albany, OR 97321  
Phone: (541) 917-7505

**In the case of the Willamalane Park and Recreation District:**

Michael Wargo  
Executive Director  
250 S 32<sup>nd</sup> Street  
Springfield, OR 97478  
Phone: (541) 736-4544

**9. Binding Effect:**

This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.

**10. Modifications:**

This agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification or discharge is sought.

**11. Attorneys' Fees:**

In the event of any controversy, claim or dispute between the Parties affecting or relating to the subject matter or performance of this agreement, each prevailing Party shall be entitled to recover from each non-prevailing Party all of its reasonable expenses, including reasonable attorney's, expert's and accountant's fees and expenses of litigation, whether incurred at trial or on appeal and including any incurred in or in connection with any bankruptcy proceeding.

**12. Counterparts:**

The agreement may be executed in several counterparts, either by manual, facsimile or email signatures, and all such executed counterparts shall constitute one and the same agreement.

**13. Headings:**

The section headings set forth in this agreement are for convenience and reference only and in no way define or limit the scope or content of this agreement or in any way affect its provisions.

**14. Construction:**

The Parties acknowledge that the parties and their counsel have reviewed this agreement and that the normal rule of construction to against the drafting Party shall not be employed in the interpretation of this agreement or any exhibits or amendments hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this agreement.

CITY OF ALBANY, OREGON:

WILLAMALANE PARK AND RECREATION DISTRICT:

Dated: \_\_\_\_\_, 2024

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Peter Troedsson

By: \_\_\_\_\_  
Michael Wargo

Title: City Manager

Title: Executive Director