



ALBANY CITY COUNCIL AGENDA

Wednesday, April 10, 2024
6:00 p.m.

Council Chambers, City Hall
333 Broadalbin Street SW

Watch on YouTube: <https://www.youtube.com/user/cityofalbany>

Please help us get Albany's work done.

Be respectful and refer to the rules of conduct posted by the main door to the Chambers and on the website.

1. Call to order and pledge of allegiance
2. Roll call
3. Special presentations
 - a. Tree City USA Award – Kim Lyddane [Verbal]
 - b. Volunteer Appreciation Awards – Kim Lyddane [Verbal]
4. Business from the public
5. Adoption of consent agenda
 - a. Approval of minutes [Pages 3-6]
 - 1) March 27, 2024, city council meeting
 - b. Recommendations to OLCC [Page 7]
 - 1) Approve new, full on-premises commercial caterer liquor license application for Grazing Oregon Charcuteries
 - c. Adoption of resolutions
 - 1) Accept 2024-2025 State Historic Preservation Office grant [Pages 8-9] RES NO. _____ p. 9
 - 2) Accept Fiscal Year 2023-2024 energy efficiency and conservation grant [Pages 10-11] RES NO. _____ p. 11
 - d. Approval of agreements
 - 1) Intergovernmental agreement with Lane Community College [Pages 12-22] RES NO. _____ p. 13

MOTION: _____

6. Business from the council
7. City manager report
8. Next meeting dates
Monday, April 22, 2024; 4:00 p.m. work session
~~Wednesday, April 24, 2024; 6:00 p.m. meeting~~ **Cancelled**

albanyoregon.gov/council



9. Adjournment

This meeting is accessible to the public via video connection. The location for in-person attendance is accessible to people with disabilities. If you have a disability that requires accommodation, please notify city staff at least 48 hours in advance of the meeting at: cityclerk@albanyoregon.gov

Testimony provided at the meeting is part of the public record. Meetings are recorded, capturing both in-person and virtual participation, and are posted on the City website.



MINUTES

Wednesday, March 27, 2024

Meeting

Council Chambers, City Hall

Approved: DRAFT

Call to Order and Pledge of Allegiance

Mayor Alex Johnson II called the meeting to order at 6:00 p.m. The mayor led the pledge of allegiance.

Roll Call

Councilors present: Mayor Alex Johnson II and Councilors Matilda Novak, Steph Newton, Ray Kopczynski (virtual), Jackie Montague, Marilyn Smith, and Ramycia McGhee

Councilors absent: None

Special Presentation

Albany Visitors Association (AVA)

Connor McClain, President of the AVA Board of Directors, gave a statement.* He showed two videos about Albany made with grant funding.

Business from the Public

6:20 p.m.

Alexander Rice spoke at the March 13, 2024, meeting in favor of reopening a pedestrian path between Westwood Place and 34th Avenue. He said that after that meeting he met with neighbors who had serious concerns about reopening the path. He asked to withdraw his request.

Jack Sparks said Rice did a good job of summarizing their meeting. He thanked Rice for meeting with neighbors and listening to them.

Matt Bennett handed out architect's drawings of his proposed restaurant in the old train station building.* He is looking for funding to remodel the building and asked the council to put him on the agenda for a future meeting.

First reading of ordinances

6:27 p.m.

Introduction of a new Special Event Permit and discussion on amending Albany Municipal Code Chapters 7, 13, and 14

Parks and Recreation Department Director Kim Lyddane shared slides.* She explained current parks and recreation permitting and permits. The new special event permit would be scaled for small and large events. The department is also asking for a fee update, to cover more of the cost of administration for the permits.

Councilors asked several specific questions about how the permits would be applied. Councilor Marilyn Smith asked if the Albany Farmer's Market would be exempted from the new permit. Councilor Ramycia McGhee asked for a list of organizations that would be exempt.

- 1) Amending AMC Title 14 to specify the permit required for temporary use of public right-of-way

City Attorney Sean Kidd read the ordinance for the first time in title only.

MOTION: Councilor Jackie Montague moved to have the ordinance read a second time. Smith seconded the motion, which passed 6-0.

Kidd read the ordinance a second time in title only.

MOTION: Smith moved to adopt the ordinance. Montague seconded the motion and it passed 6-0. The ordinance was designated Ordinance No. 6037.

- 2) Amending AMC Titles 7 and 13 and creating a new special event permit
Councilor Matilda Novak asked several specific questions about existing Municipal Code language.

Councilor Steph Newton asked several questions about food vendors.
Smith said the changes are practical and sensible. There's a lot of staff work involved in a special event.

City Attorney Sean Kidd read the ordinance for the first time in title only.

MOTION: Smith moved to have the ordinance read a second time. McGee seconded the motion, which passed 6-0.

Kidd read the ordinance a second time in title only.

MOTION: Montague moved to adopt the ordinance. Smith seconded the motion and it passed 6-0. The ordinance was designated Ordinance No. 6038.

- 3) Amending AMC Title 7 to clarify the issuance of parks and recreation permits
City Attorney Sean Kidd read the ordinance for the first time in title only.

MOTION: Smith moved to have the ordinance read a second time. McGhee seconded the motion, which passed 6-0.

Kidd read the ordinance a second time in title only.

MOTION: Smith moved to adopt the ordinance. McGhee seconded the motion and it passed 6-0. The ordinance was designated Ordinance No. 6039.

Adoption of resolutions

6:53 p.m.

Approve fees for special event permitting

MOTION: Smith moved to adopt the resolution. McGhee seconded the motion, which passed 6-0 and was designated Resolution No. 7310.

Adoption of Consent Agenda

6:56 p.m.

a. Approval of minutes

- 1) March 13, 2024, city council meeting

MOTION: Councilor Ray Kopczynski moved to adopt the consent agenda as presented. McGhee seconded the motion, and it passed 6-0.

Staff Reports

6:57 p.m.

a. Personnel change requests for Municipal Court

Finance Director Jeanna Yeager said that adding more red-light enforcement will increase the number of citations issued and result in needing more court staff. The human resources department has recently completed a salary survey, and current positions will be reclassified. Money for the new position will come from increased revenues for the additional citations; the rest will come from the court budget.

McGhee asked what would happen if there is not as much new money as expected. Yeager said the money is available for the rest of this biennium. If there isn't as much coming in as expected, Finance will have to decide what to do. McGhee asked how much is expected. Yeager said Police Chief Marcia Harnden estimated \$3 million a year before expenses.

Newton asked if the Information Technology department will have extra work and need some of the funding. Yeager said IT has worked with the court to make the process paperless. New citations will be just additional information in the process. Newton asked if revenue from the existing camera has dropped off since it was installed. Yeager said she was not at the City when the existing camera was installed.

McGhee asked if staff expects to see the camera citations often reversed. Yeager said the company who makes the cameras will review video, then Albany police officers will review it. Citations are sent out after this double review.

Montague asked if the new positions will have an effect on the amount of traffic enforcement that has to be done live. Yeager doesn't know.

Novak said when the council okayed the new cameras, they made it clear that the program was not to be a "piggybank," but she has read that many jurisdictions receive a lot of income from them. Yeager said it won't happen in Albany. Overhead on the cameras and fees to the state will bring the net income down.

MOTION: Smith moved to approve the personnel change requests. Kopczynski seconded the motion, which passed 4-2, with McGhee and Novak voting against.

b. Multi-unit property tax exemption overview

7:15 p.m.

Economic Development Manager Sophie Adams introduced Jennifer Wehr, the new Economic Development Coordinator for the City. She showed slides* and explained how a multi-unit property tax exemption (MUPTe) works. She said the goal is not specifically affordable housing, but MUPTes have been used successfully to incentivize affordable housing.

Kopczynski said it looks similar to enterprise zones or TIF districts and asked what would be the advantage to a MUPTe. Adams said a MUPTe is very similar to an enterprise zone, but focuses on housing, rather than industry.

Troedsson said the tax exemption could last for ten years, but having additional housing stock would be a community benefit as soon as the housing is built.

Newton asked Adams to define affordable housing. Adams said "affordable" means that no more than 30% of household income is spent on housing costs and "affordable housing" means housing that is affordable to those earning less than 80% of the area median income by household size.

McGhee asked if Adams knows of any developers who would find a MUPTA attractive. Adams said developers are excited about it.

Montague asked if the City could stipulate living wage jobs for the "local labor" given as a public benefit. Adams said yes. We can make the program fit Albany.

The council agreed that staff should continue with development of the program and bring it back for adoption.

Business from the Council

7:41 p.m.

Newton said she manages Matt Bennett's social media but has nothing to do with the restaurant operations. She has talked to Sean Kidd, who says there's no conflict of interest.

Newton also asked for an itemization of expenditures from the Economic Development fund.

City Manager Report

7:52 p.m.

Troedsson said he understands Novak's concerns about the income from the red light enforcement cameras. He and Yeager will be watching for any decline and will take whatever steps are necessary.

Next Meeting Dates

Monday, April 8, 2024; 4:00 p.m. work session

Wednesday, April 10, 2024; 6:00 p.m. meeting

ADJOURNMENT

There being no other business, the meeting was adjourned at 7:54 p.m.

Respectfully submitted,

Reviewed by,

Allison Liesse
City Clerk

Peter Troedsson
City Manager

**Documents discussed at the meeting that are not in the agenda packet are archived in the record. Documents from staff are posted to the website after the meeting. Documents submitted by the public are available by emailing cityclerk@albanyoregon.org.*



MEMO



TO: Albany City Council

VIA: Peter Troedsson, City Manager *PT/AT*

FROM: Marcia Harnden, Chief of Police *MH*

DATE: March 27, 2024, for the April 10, 2024, City Council Meeting

SUBJECT: New Outlet, Full On-Premises, Commercial, Caterer, Liquor License Application for Grazing Oregon Charcuteries., location at 115 Ellsworth St SW.

Action Requested:

I recommend the new outlet, full on-premises, commercial, caterer, liquor license application for Grazing Oregon Charcuteries, located at 115 Ellsworth St SW, be approved.

Discussion:

Janice Myers, on behalf of Grazing Oregon Charcuteries., has applied for a new outlet, full on-premises, commercial, caterer, liquor license. Based on a background and criminal history investigation through Albany Police Department records, the applicant has no criminal record.

Budget Impact:

None.

MH:rj





MEMO

TO: Albany City Council *AS 4/14*

VIA: Peter Troedsson, City Manager
Matthew Ruettgers, Community Development Director *MR*

FROM: Alyssa Schrems, Planner II *AS*

DATE: March 26, 2024, for the April 10, 2024, City Council Meeting

SUBJECT: Acceptance of 2024-2025 State Historic Preservation Office Grant
Relates to Strategic Plan theme: Great Neighborhoods

Action Requested:

Approve a resolution to accept a 2024-2025 grant from the State Historic Preservation Office (SHPO) and a commitment to provide the required local match.

Discussion:

The attached resolution authorizes acceptance of the SHPO grant funds to assist in fulfilling the basic Certified Local Government responsibilities of having and supporting a Landmarks Commission. The grant provides funds to continue the rehabilitation matching grant program, public outreach/education activities including newsletters, workshops, and programs to educate the public about maintaining and rehabilitating historic buildings. The total amount of the grant is \$16,500 for two years of programming. The local match of 50 percent consists of rehabilitation grant matches and planning staff who spend a portion of their time overseeing the historic preservation program.

Budget Impact:

Budget revenues and expenditures will each be allocated \$16,500 in the SHPO grants fund. Nominal planning staff time is needed to manage the grant funds and programs.

AS:km
Attachment (1): Resolution





RESOLUTION NO. _____

A RESOLUTION ACCEPTING AND APPROPRIATING CERTIFIED LOCAL GOVERNMENT GRANT MONEY FROM THE STATE OF OREGON TO THE HISTORIC PRESERVATION PROGRAM

WHEREAS, the City of Albany is a Certified Local Government and is eligible to apply for funding to support Albany’s historic preservation program in 2024 and 2025 that includes financial assistance, public education, and survey and inventory; and

WHEREAS, the City has regularly been awarded grant funds from the State Historic Preservation Office (SHPO) to assist in Albany’s preservation program; and

WHEREAS, the City would like to continue a matching grant program for exterior rehabilitation projects for historic properties on the National Register of Historic Places; and

WHEREAS, the City would like to continue to provide preservation education and outreach including public workshops, newsletters, and other preservation activities and awards; and

WHEREAS, the required local match of 50 percent consists of rehabilitation grant matches and in-kind staff time by a planner who spends a portion of their time overseeing the preservation program.

NOW THEREFORE, BE IT RESOLVED that the City of Albany City Council accepts the SHPO grant in the amount of \$16,500 and commits to providing the required matching funds; and

BE IT FURTHER RESOLVED that the appropriation will be applied to the following budget account numbers:

<u>Grant Fund</u>		<u>Debit</u>	<u>Credit</u>
20315804-424015	SHPO Grant		\$16,500
20315804-670560	Rehabilitation Grants	\$8,250	
20315804-610130	Education and Training	\$8,250	

DATED AND EFFECTIVE THIS 10TH DAY OF APRIL 2024.

Mayor

ATTEST:

City Clerk



MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager *B414*

FROM: Rick Barnett, Parks and Facilities Maintenance Manager

DATE: March 27, 2024, for the April 10, 2024, City Council Meeting

SUBJECT: Acceptance of Fiscal Year 2023-2024 Energy Efficiency and Conservation Grant
Relates to Strategic Plan theme: An Effective Government

Action Requested:

Approve a resolution to accept a Fiscal Year 2023-2024 Energy Efficiency and Conservation Block Grant to purchase and install energy efficiency upgrades at the Main Library.

Discussion:

The Parks and Facilities Maintenance Department applied for the Energy Efficiency and Conservation Grant Program and was awarded EECBG vouchers for the purchase and reimbursement of up to \$117,460 in equipment and installation costs for energy efficiency upgrades and energy use reductions to the Main Library.

Approved retrofits include the installation of a new HVAC control system, new windows, and LED lighting in selected areas. These retrofits will contribute to the ongoing strategic goal of resource conservation, creating a more sustainable facility, and generating energy savings for the City.

Budget Impact:

The grant will reimburse up to \$117,460. The estimated cost for the HVAC control unit is \$20,000; Window Replacements are \$50,000; and LED retrofits are \$47,460. It will be funded by the Library Grant Fund (20355806).

RB/eas
Attachment - Resolution





A RESOLUTION ACCEPTING GRANT FUNDS FOR THE FISCAL YEAR 2023-24 ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

WHEREAS, the Albany Parks and Facilities Department applied to the Energy Efficiency and Conservation Block Grant (EECBG) Program; and

WHEREAS, the Department was awarded up to \$117,460 in grant fund vouchers; and

WHEREAS, the grant funds will reimburse actual equipment and installation costs for implementing energy efficiency improvements and reducing energy use; and

WHEREAS, the grant funds will be used to install a new HVAC control system, windows and retrofit existing lighting with LED lighting at the Main Library; and

WHEREAS, the upgrades will be used to generate energy-savings for the City; and

WHEREAS, Oregon local budget law provides that expenditures in the year of receipt of grants, gifts, bequests, or devices transferred to local government in trust for a specific purpose may be made after enactment of a resolution or ordinance authorizing the expenditure (ORS 294.326(3)).

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Library is approved and authorized to receive funds in the amount of up to \$117,460 from the Energy Efficiency and Conservation Block Grant Program; and

BE IT FURTHER RESOLVED that the Energy Efficiency and Conservation Block Grant Program are hereby planned as follows:

Resources:	Debit	Credit
20355806-420075		\$117,500
Requirements:		
20355806-700030	\$117,500	

DATED AND EFFECTIVE THIS 10TH DAY OF APRIL 2024.

Mayor

ATTEST:

City Clerk



MEMO

TO: Albany City Council
VIA: Peter Troedsson, City Manager *PT*
FROM: Shane Wooton, Fire Chief *SW*
DATE: March 29, 2024, for the April 10, 2024, City Council Meeting

SUBJECT: Intergovernmental Agreement with Lane Community College
Relates to Strategic Plan theme: An Effective Government

Action Requested:

Council approval of an intergovernmental agreement (IGA) between the Albany Fire Department (AFD) and Lane Community College (LCC) to provide state required field experience to EMT students.

Discussion:

Albany Fire Department has a long history of hosting students working on their paramedic degree. Partnerships with local schools not only benefit students but are an opportunity for Albany Fire Department employees to strengthen their training and evaluation skills. Hosting students is an excellent recruiting tool as well; many current employees participated in this process prior to applying for a job and are now working as firefighters and paramedics.

Entering into an agreement with LCC will provide a similar student program to others the department has participated in. The agreement may be terminated by either party with at least 60 days' written notice.

Budget Impact:

There is no budget impact for this agreement.

SW:rb
Attachments (1)





RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH LANE COMMUNITY COLLEGE TO PROVIDE STATE REQUIRED FIELD EXPERIENCE TO EMT STUDENTS

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 Albany Fire Department has a long history of hosting students working on their paramedic degree; and

WHEREAS, partnerships with local schools not only benefit students but are an opportunity for department employees to strengthen their training skills and recruit new employees; and

WHEREAS, entering into an agreement with Lane Community College will provide a similar student program to others the department has participated in.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Albany Fire Chief execute an agreement to provide EMT student field experience services (Exhibit A).

DATED AND EFFECTIVE THIS 10TH DAY OF APRIL 2024.

Mayor

ATTEST:

City Clerk

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into, by and between the City of Albany, a municipal corporation of the State of Oregon, for the Albany Fire Department, referred to as ("AFD"), and Lane Community College, an Oregon Community College District, referred to as ("LCC"), and collectively as the "Parties", or individually as "Party".

RECITALS

WHEREAS, ORS 190.007 et seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local government; and

WHEREAS, ORS 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, entity organized and existing under statute or city charter; and

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 or all functions and activities that a Party to the Agreement, its officers or agencies, have authority to perform; and

WHEREAS, Lane Community LCC has established programs in Emergency Medical Technology which require the facilities of AFD as field resources for Emergency Technician education; and

WHEREAS, AFD has suitable ambulances for the educational needs of students enrolled in the Emergency Medical Technology programs at Lane Community College; and

WHEREAS, this Agreement is for the purpose of providing state required field experience through an organized, supervised internship on an Advanced Life Support ambulance for a designated number of enrolled students as mutually agreed in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENTS

1. TERM AND TERMINATION

- 1.1. This Agreement shall be effective beginning May 1, 2024, through April 30, 2029, for five (5) years. This Agreement may be renewed with the consent of both Parties for subsequent five-year terms. Modifications to the existing Agreement will be agreed to by both Parties followed by execution of a new Agreement.
- 1.2. Except as otherwise provided herein, this Agreement may be terminated upon sixty (60) days prior written notice by either party. In the event of termination, a program in operation would be completed before the actual date of termination of this Agreement. Either party may terminate this Agreement at any time upon written notice to the other party if funding becomes unavailable for the party to carry out its obligations under this

Agreement or if the party reasonably determines that termination of the Agreement is required by the public interest.

2. MUTUAL RESPONSIBILITIES

- 2.1. Agree to collaborate, coordinate, and communicate to provide a positive and productive learning experience for enrolled students in the Emergency Medical Technology program.
- 2.2. Mutually determine the number of students in the internship prior to each class, including specific experiences, and the number of students on any ambulance.
- 2.3. Inform the other Party of changes in curriculum, supervision or educational facilities that may influence the program.
- 2.4. May discontinue the educational placement of the student for cause following consultation between appropriate representatives of both Parties.
- 2.5. Mutually agree in writing the activities that students participate in while at Albany Fire Department prior to each class.

3. ALBANY FIRE DEPARTMENT RESPONSIBILITIES

- 3.1. Ensure AFD functions under written or direct verbal communication from an appropriate supervisor.
- 3.2. Provide written and oral review of pre-hospital care given by a student.
- 3.3. Offer students and faculty the equipment and other educational opportunities of AFD.
- 3.4. Arrange meetings between LCC faculty, EMT administration and EMT education for exchange of ideas and up-to-date policies and institutional or AFD changes.
- 3.5. Provide conference room space for hanging coats and a room for changing into uniforms within the physical capabilities of the facility.
- 3.6. Assure responsibility for and maintain complete control of all patient care.
- 3.7. Provide supervision by an EMT-Paramedic when a student is performing as a paramedic intern.
- 3.8. Ensure student and faculty compliance with AFD policies, procedures, rules and regulations in effect during the term of the internship.
- 3.9. Notify the instructor of the student of any performance issues.

- 3.10. Hold in confidence student evaluations and student records to the extent allowed by law.
- 3.11. Report any LCC student injury or accident to the College within 24 hours.
- 3.12. Provide AFD personnel with supplies, equipment, and vehicles in order to perform the required services of this Agreement. AFD will be responsible for the care, maintenance, repair and replacement of supplies, equipment, and vehicles.

4. LANE COMMUNITY COLLEGE RESPONSIBILITIES

- 4.1. Make a good faith effort to identify services and resources needed for trainings and notify AFD of the need at least thirty (30) days prior to the first day of the event.
- 4.2. Coordinate with AFD in determining the appropriate personnel and resources required for the trainings.
- 4.3. Use its best efforts to update and inform AFD of any changes to requirements or schedule of events as soon as practicable.
- 4.4. Utilize proper administrative channels to request internship experience.
- 4.5. Utilize space that has been made available and to keep space in a neat and orderly condition.
- 4.6. Assign only those Students who are satisfactorily completing the EMT program as recommended by the EMT Course Director, including maintaining an 80% or higher pass point in their Paramedic class during their internship with AFD. LCC must inform AFD immediately if the student intern drops below the 80% pass point.
- 4.7. The faculty coordinator of the EMT Paramedic Training Program will provide AFD with a list of skills in which the student has demonstrated competency.
- 4.8. Provide liability insurance for all students during the period of their assigned experience.
- 4.9. Provide for all faculty and students documentation of:
 - Measles immunization or measles titer;
 - Tuberculin skin tests and/or chest x-rays; and
 - Hepatitis-B vaccine or a signed waiver if they do not comply.
- 4.10. Instruct students in the Health Information Portability and Accountability Act (HIPAA) and the absolute need for confidentiality and compliance with AFD policies and procedures.

- 4.11. Notify each student of their responsibilities as listed below under Section 5, Student Intern Responsibilities.
- 4.12. Provide Workers' Compensation Insurance for all students while they are engaged in AFD activities in approved educational program placement activities.
- 4.13. Instruct each student intern regarding Airborne and Bloodborne pathogens.
- 4.14. Train each student intern regarding the National Fire Protection Association (NFPA) Hazardous Materials Awareness Level or equivalent prior to their internship beginning.
- 4.15. Inform each student of the "Student Intern Responsibilities" in Section 5 herein, and the consequences of noncompliance.
- 4.16. LCC, at its sole discretion, may remove and exclude, at any time and for any reason, any AFD personnel from performing work under this Agreement for any current and future events.

5. STUDENT INTERN RESPONSIBILITIES

The Parties agree that the participating students will be held to the following standards of conduct and intern responsibilities when engaged in AFD activities. Violation of any of these provisions shall provide cause to dismiss the student from the internship. The student shall:

- 5.1. Abide by the policies, procedures, rules, and regulations of AFD.
- 5.2. Not be under the influence of alcohol consumption or drug use or be impaired in any manner.
- 5.3. Be on time and in place at the beginning of their assigned shift; tardiness, or absenteeism will be cause for immediate dismissal from the internship.
- 5.4. Meet with their faculty coordinator and AFD representative to determine the dates and times the student will be assigned to complete the internship.
- 5.5. Complete the Paramedic Internship by the end of the term when the internship is assigned. Extensions may be granted for extenuating circumstances with both LCC and AFD approval.
- 5.6. Timely notify the internship site, but not report in person, if they are ill or if they have had a fever greater than 100°F 24 hours prior to the start of their shift. This will be considered an excused absence. The Student will notify the school of their absence.
- 5.7. Maintain an 80% or higher pass point in their Paramedic class during their internship with AFD.

- 5.8. Must successfully complete a computerized criminal background check.
- 5.9. Provide for own health care, transportation, parking, meals, and associated expenses.
- 5.10. Comply with AFD dress and grooming standards. Interns must wear the following clothing:
 - SHIRT: LCC uniform shirt.
 - NAME BADGE: Shirt shall have a name badge attached to the upper right pocket area of the shirt.
 - PANTS: Pants shall be slacks dark blue or black in color (no jeans).
 - SHOES: Black leather safety boots with steel toe and shank will be required (no tennis shoes or slip-on shoes).
 - GLOVES: During some operations, a standard pair of leather work gloves may be required to be worn, garden type or better.
 - COAT: During cooler weather the Student may wear a plain blue jacket or sweatshirt with a collar as long as a name tag is present on the upper right-hand side of jacket or sweatshirt.
 - REMOVE PIERCINGS: All visible piercings are considered unsafe and therefore are not permitted.
- 5.11. Carry individual health insurance during their assigned experience.
- 5.12. Assume responsibility of personal illness, necessary immunizations, tuberculin tests, measles immunizations, hepatitis-B vaccination, chest x-rays and health exams, and to provide documentation of such to AFD or LCC upon request.
- 5.13. Keep in confidence any and all privileged information concerning all patients.
- 5.14. Refrain from taking any photographs or recordings of any type without specific permission of AFD.
- 5.15. Report any injuries or exposures to AFD.

6. COMPENSATION

The Parties agree that under this Agreement there will be no consideration for the training, use of the facilities, and the equipment.

7. NOTICES

Any and all notices required or permitted hereunder shall be sent by certified mail, return receipt requested, or by generally recognized electronic service, to the address set forth below or to such other and different addresses as the Parties may hereto designate in writing.

LCC:

Lane Community College
Darrek Mullins, EMS Clinical Coordinator
4000 E 30th Avenue
Eugene, OR 97405
Phone: (541) 954-1237
Email: MullinsD@lanecc.edu

AFD:

City of Albany
Albany Fire Department
Ray Wooldridge, EMS Division Chief
611 Lyon Street
Albany, OR 97321
Phone: (541) 917-7700
Email: ray.wooldridge@albanyoregon.gov

8. CHANGE OR MODIFICATIONS

This Agreement contains the entire agreement between the Parties hereto and supersedes any and all prior express and/or implied statements, negotiations and/or agreements between the Parties, either oral or written. Any Party to this agreement may from time-to-time request changes in the scope of the agreement as set forth herein. No change, modification, or waiver of any provision in this agreement shall be valid or binding upon the Parties except upon written amendment executed by all of the Parties.

9. INDEMNIFICATION

AFD and LCC each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, board members, employees, agents, and other representatives. Each Party shall indemnify and hold the other Party and its officers, board members, employees, agents, and other representative harmless from any liability, claims, losses, injury, demand, expenses, or lawsuits and actions arising from their respective activities while performing services under this Agreement. Each Party shall notify the other Party within 48 hours of receipt of notice of a claim, of any claim, threat of claim or legal action subject to the provisions of this section.

10. INSURANCE

LCC will provide proof of commercial general liability insurance coverage including medical malpractice coverage in the amount of \$1,000,000 for the term of this Agreement. A copy of all such policies, or certificates thereof, shall be delivered to AFD within ten (10) days of signing this Agreement, and annually upon insurance coverage renewals. AFD may terminate the Agreement immediately and without prior notice upon LCC's failure to have in force any insurance required by this Agreement.

11. THIRD PARTY BENEFICIARY

LCC and AFD are the only Parties to this Agreement and are the only Parties to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties.

12. INDEPENDENT STATUS

No LCC officers, employees, agents or volunteers, and no student taking part in the program contemplated by this Agreement shall be deemed employees or agents of AFD. No LCC officer, employee, agent volunteer or student shall have authority to make any binding commitments or obligations on behalf of AFD.

13. WAIVER

Failure of either Party to enforce any provision of this Agreement will not constitute a waiver or relinquishment by the other Party of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

14. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect if the essential terms and conditions of this Agreement for both Parties remain valid, legal and enforceable.

15. NON-ASSIGNABLE

Neither Party may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the other Party's prior written approval.

16. DISCRIMINATION

The Parties agree not to discriminate on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, gender identity or expression, age, source of income, veteran's status, or mental or physical disability in the performance of this Agreement or in employment by LCC or AFD.

17. COMPLIANCE WITH APPLICABLE LAW

The Parties shall comply with all federal, state and local laws, regulations, executive orders and

ordinances applicable to work performed under this Agreement.

18. FORCE MAJEURE

Neither AFD nor LCC will hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

19. DISPUTE

In the event either Party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party will be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

20. GOVERNING LAW; COURT OF JURISDICTION

The laws of the State of Oregon will govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation will be in the Circuit Courts in and for Linn County, Oregon.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

22. ELECTRONIC SIGNATURES

Each Party, by signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions, and that they are authorized to execute this Agreement on behalf of the respective parties.

Each Party agrees that electronic signatures, whether digital or encrypted, of the Parties included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures. The term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a contract or record and executed and adopted by a party with the intent to sign, authenticate or accept such contract or record. Any signature hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or recordkeeping through electronic means will have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law and may not be denied legal effect ORS 84.019.

EMERGENCY MEDICAL TECHNICIAN PLACEMENT AGREEMENT

ALBANY FIRE DEPARTMENT (AFD)

Acknowledged by:

Shane Wooton
Fire Chief, City of Albany

Date

LANE COMMUNITY COLLEGE (LCC)

Acknowledged by:

Cory Miner
EMS Division Dean
Lane Community College

Date

APPROVED AS TO FORM

Acknowledged by:

M. Sean Kidd
City Attorney

Date