



RESOLUTION NO. 7313

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

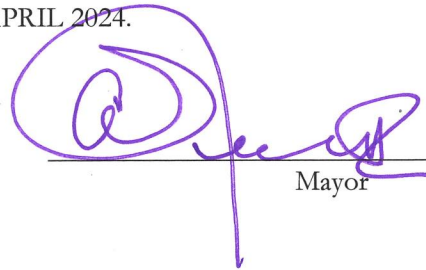
WHEREAS, the Albany Fire Department has a long history of hosting students working on their paramedic degree; and

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.


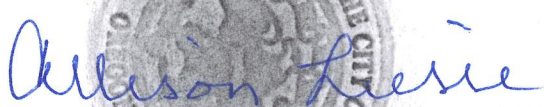
NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Albany Fire Chief execute an agreement to provide EMT student field experience services (Exhibit A).

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

- 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.

- 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.

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

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