

Council Business Meeting

September 1, 2020

Agenda Item	Ambulance Service Analysis Request for Proposal	
From	David Shepherd Adam Hanks	Fire Chief Interim City Administrator
Contact	david.shepherd@ashland.or.us ; (541) 552-2219 adam.hanks@ashland.or.us ; (541) 552-2046	

SUMMARY

City staff has developed a draft Request for Proposals (RFP) to secure the services of a professional consultant with Fire and Emergency Response technical experience and background for an in-depth study of the ambulance service, specifically focusing on its financial and operational relationship with Fire Department general operations. The revised draft RFP is presented to Council for review, edits, and additions as requested prior to the release of the final RFP document.

POLICIES, PLANS & GOALS SUPPORTED

Section 2: E. During the 2019-2021 Biennium analyze various departments/programs with the goal of gaining efficiencies, reducing costs, and improving City services.

PREVIOUS COUNCIL ACTION

At the [June 16, 2020 Business Meeting](#), Council directed staff to begin work on a draft RFP. Council was presented the first draft at the [August 4, 2020 Business Meeting](#) and staff was asked to bring back additional changes.

BACKGROUND AND ADDITIONAL INFORMATION

As noted above, Council approved the following motion at the June 16, 2020 Business Meeting:

Direct staff to develop an RFP for consulting services that ensures the selected consultant has fire and/or ambulance service specific financial analysis expertise and experience and use the suggested analysis elements provided in the staff report

FISCAL IMPACTS

A comprehensive study and analysis of the overlapping cost centers between Fire operations and ambulance transports as well as the operational and budgetary impacts of the removal of the ambulance service will be a challenging and time-consuming task. The study will most likely be paid for by contingency funds in the General Fund.

STAFF RECOMMENDATION

See actions below.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

Staff is providing the revised draft RFP, so that Council may review, understand and provide feedback and direction to staff before the document is finalized and put out for formal response through the City's procurement process.

REFERENCES & ATTACHMENTS

Attachment 1: Ambulance Service Analysis RFP V2 (2nd draft)



CITY OF
ASHLAND

Request for Proposals

Ashland Fire & Rescue and Ambulance Transporting Services COST & SERVICE ANALYSIS

Date of Release: (enter date)

Bids are due by: (preferably 30 days after release date)

Contracting Agency:	City of Ashland
Contact:	Kari Olson
Title:	Purchasing Specialist
Address:	City of Ashland 90 N. Mountain Avenue Ashland, OR 97520
Telephone:	(541) 488-5354
Fax:	(541) 488-5320
Email:	kari.olson@ashland.or.us

OVERVIEW

The City of Ashland is requesting proposals from qualified **emergency services consultants** to complete a written **Cost and Service Analysis** of the **City's fire department and its ambulance transporting services**.

Having extensive experience analyzing emergency services, specifically those related to fire and ambulance services, and their related costs, and having subsequently substantiated results would be most beneficial to the City.

The successful proposer will be required to present a final draft of the **Cost and Service Analysis** to the **Ashland City Council** and be open to discussion and questions from the City Council. The City Council meets on the first and third Tuesdays of each month, excluding holidays.

The City anticipates the **term** for this agreement will be **approximately three (3) months** beginning after the agreement has been fully executed and therefore, allowing three (3) months to complete the analysis. The term can also be negotiated and mutually agreed upon by the successful proposer and the City.

SOLE POINT OF CONTACT

If you have any questions and/or need additional information, I will be the **sole point of contact** for this solicitation

Name:	Kari Olson
Title:	Purchasing Specialist
Telephone:	541-488-5354
Email:	Kari.olson@ashland.or.us

DUE DATE AND TIME FOR SUBMITTING QUESTIONS

The due date and time for submitting questions and/or requests for additional information is 5:00:00 PM (PST), **(enter date)**.

BACKGROUND INFORMATION

Ashland Fire & Rescue (AF&R) is staffed with 30 career Firefighter/Paramedics and three chief officers. We provide responses on all types of emergencies including fire suppression (wildland and structure), ALS ambulance transport, hazardous material spills, and technical rescues (confined space, trench and rope).

Our two fire stations are strategically located on each side of the City, allowing units to reach the farthest points in the City within 5 minutes. The department staffs two front line ambulances to cover our 650 square mile ambulance service area. We also staff two Type I engines. Each engine is outfitted with Advanced Life Support and technical rescue equipment. Two Type VI engines and one Type III engine allow us to effectively deal with wildland and WUI fires that might erupt in and around the City.

AF&R responds to roughly 4200 calls for service each year. About 3,000 of those calls originate within the city limits.

AF&R has served as the transporting ambulance service in southern Jackson County for over 20 years and formally holds the contract for Jackson County Ambulance Service Area #3.

The City of Ashland is located alongside Interstate 5 in the southern part of Jackson County, Oregon. Ashland is a small community with 21,117 permanent residents, many of them retirees. An additional 6,000 students attend Southern Oregon University. Visitors to Ashland swell our population year-round, drawn by skiing, hiking, theaters, festivals and popular holiday celebrations. We have our own community hospital and small airport.

Oregon is particularly prone to wildfire, and therefore, we are active participants in task force and strike team activations to help battle conflagrations. We have also been on the receiving end of state help, with significant WUI fires in 2009 and 2010. The Siskiyou and Oak Knoll fires combined to burn 12 homes and 204 acres on the east side of our City.

SCOPE OF SERVICES

Recent budget discussions regarding the cost of the transporting ambulance service provided by AF&R has led the City to seek an outside and independent review of ambulance operations. ~~There is general agreement that in order for us to arrive at a quantitative figure, we must first evaluate the qualitative components of the fire department operations.~~ **The successful contractor will be able to deliver explicit data to the City that identifies both financial (quantitative) and operational (qualitative) impacts related to the ambulance service.**

The scope of services includes, but is not limited to the following:

Quantitative Analysis

~~Once a determination of baseline fire department operations level of service, they can then perform a detailed financial analysis of our ambulance service. Some of the key questions that need to be answered are:~~

- **Identify all expenses related to ambulance service operations that are above and beyond basic fire department operations, including but not limited to categories such as:**
 - Ambulance vehicle rolling stock
 - Medical equipment/supplies
 - Direct and indirect staffing/personnel costs including overtime
 - Ambulance specific training
 - Overhead expenses such as dispatching, billing, medical oversight and other internal and third party provided services.
- **Identify all revenue associated with ambulance service operations.**
- **Determine/verify the existing/historical level of subsidy of the ambulance service within the Fire Department budget for fiscal years 2015-2019.**

- Determination of the total value of that subsidy (presuming the value is in staffing benefit for fire department operations).
- Identify potential cost savings if the ambulance service is discontinued and project that saving over a 10-year period.
- ~~Identify cost savings over time.~~
- ~~Other relevant data analysis deemed necessary by the consultant team to assist executive management and ultimately the City Council in making short and long term decisions regarding the future providing ambulance services as a component of Ashland Fire and Rescue~~

Qualitative Analysis

- Identify if current operations (with the ambulance service) are either enhanced or a detriment to the fire department’s mission.
- Identify how future operations may be impacted (positively or negatively) if the department ended the ambulance transport service.
- What is a recommendation on department staffing levels that will provide an effective firefighting/EMS/all hazards response force in absence of the ambulance service.

While the scope of service should include all items identified above, the City recognizes that industry experts might have other thoughts and ideas on how to accomplish the mission of this evaluation. As such, consultants may include other relevant data (financial or operational) to assist executive management and ultimately the City Council in making short and long-term decisions regarding the future of providing ambulance services as a component of fire department operations.

~~As a significant component of the ambulance service costs are related to the expense of Firefighter/Paramedics, analysis is sought to determine baseline staffing levels for day to day operations. The consultant will first need to determine what operational model (primarily the number of personnel) is needed to provide the citizens of Ashland with an appropriate level of service in absence of the ambulance service. A key objective of this analysis is attempting to provide a response or responses to the question “if the City of Ashland did not operate the ambulance service, what would an effective firefighting/EMS/all hazards response force structure look like for the community? This qualitative analysis may come in many forms. Standards of Cover, Staffing Analysis and Deployment Studies are some examples of what the consultant may use to arrive at a conclusion. Again, it should be emphasized that any analysis should exclude all data directly related to the ambulance service.~~

PROPOSAL SUBMITTAL CONTENTS

Each proposal submitted in response to this RFP, shall contain at a minimum, the following information:

Letter of Introduction

- ✓ Provide a letter of introduction, or cover letter, addressed to David Shepherd, Fire Chief. The letter shall be on proposer's letterhead and include the proposer's contact information (mailing address, email address and telephone number) and an understanding of the scope of services being requested in this RFP.

Proposal Submission Form

- ✓ Complete and include the **Proposal Submission Form** attached as **Exhibit A**.

Experience & Qualifications

- ✓ Provide an overview of proposer's background and qualifications that would be beneficial to this project, including any and all familiarity and experience in analyzing emergency services and their related costs.
- ✓ List the names, qualifications, and experience of the principals and employees who will be involved with the project.
- ✓ Include any topics not covered in this RFP the proposer would like to present to the City which further describes the proposer's level of expertise that would be beneficial to this project.

Workplan, Methodology & Timeline

- ✓ Provide a written workplan for completing the analysis.
- ✓ Describe the methodology, including but not limited to, the approach; methods of data collection and analysis; and the evaluation process.
- ✓ Provide a proposed timeline for completing the analysis.

Written Example

- ✓ Provide an example of a written analysis or study completed by the proposer that will clearly represent the proposer's qualifications and abilities to successfully complete this project.

References

- ✓ Provide at least three (3) references, preferably references comparable in size and scope of services, including a description of the services that were performed for each of the references.
- ✓ Include the name of the company, contact name, telephone number and email address of the individual who can verify your performance.
- ✓ Include a brief description of how your analysis or study impacted the reference, including if the reference implemented any of the recommendations and how the implemented recommendations benefited the reference.

Please note: The City reserves the right to verify these references.

Fee Schedule

- ✓ Provide a fee schedule
- ✓ If applicable, include travel, airfare, meals and incidental expenses, preferably not to exceed per diem rates established by the Federal/GSA.
- ✓ Provide a “not to exceed” amount for the project.

Personal Services Agreement

The successful proposer will be required to enter into an agreement with the City for these services, similar to the Personal Services Agreement attached as **Exhibit B**. Agreement terms and conditions are negotiable. Proposers may suggest alternative terms and conditions that do not substantially impair the City’s rights under the agreement.

Evaluation Process

The City shall award the contract to the responsible proposer whose proposal the City determines in writing is the most advantageous to the City based on the following evaluation criteria.

<u>EVALUATION CRITERIA</u>	<u>POINTS</u>
Letter of Introduction & Proposal Submission Form (Exhibit A)	5
Experience & Qualifications	30
Workplan, Methodology & Timeline	20
Written Example	15
References	10
Fee Schedule	20
TOTAL	100

DUE DATE AND TIME

Proposals are due by **(enter date and time)**.

Proposals are to be **submitted complete** as follows:

Include **one (1) original copy** of the proposal, **SIGNED IN INK.**

Include **three (3) additional copies** of the signed proposal.

Hard copies can be mailed, or hand delivered to the following address:

**Kari Olson
Purchasing Specialist
City of Ashland
90 N. Mountain Avenue
Ashland, OR 97520**

Late proposals will **not** be considered.

IMPORTANT:

If you are **mailing** your **complete proposal**, please verify that your method of shipment (UPS, Fed EX, USPS, etc.) will arrive prior to the due date and time.

If you will be **hand-delivering** your **complete proposal**, please allow enough time to hand-deliver your proposal prior to the due date and time. (Please call 541-488-5354 in advance due to there being a locked gate to enter the facilities.)

Unfortunately, **proposals can NOT be accepted via email** due to the City's limits on attachment files. The City also does not accept .zip files.

Late proposals will **not** be considered.

Thank you.

Respectfully,

Kari Olson
Purchasing Specialist

EXHIBIT A

**Request for Proposal
Ashland Fire & Rescue and Ambulance Transporting Services
COST & SERVICE ANALYSIS
(enter release date)**

Proposal Submission Form

The undersigned proposer submits this proposal in response to the City’s Request for Proposal (RFP) for **Ashland Fire Department and Ambulance Transporting Services Cost and Service Analysis** released on **(enter release date)**. The proposer warrants that proposer has carefully reviewed the RFP and that this proposal represents proposer’s full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with the City, agrees to the terms and conditions found in the attached agreement and RFP or has submitted terms and conditions acceptable to the City, and will provide all necessary labor, materials, equipment, and other means required to complete the project in accordance with the requirements of the RFP and agreement.

Full legal name of company:	
Principle owner’s name:	
Business Address:	
State and location of company headquarters:	
Year business established:	
Telephone Number:	
Fax Number:	
Email Address:	
Authorized Signature:	
Printed/Typed Name:	
Title:	
Date:	

EXHIBIT B
PERSONAL SERVICES AGREEMENT (GREATER THAN \$25,000.00)

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-XXXX Fax: 541/552-XXXX</p>	<p>CONSULTANT: CONSULTANT'S CONTACT: ADDRESS: TELEPHONE:</p>
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This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and XXXXXXXXXXX, a domestic professional corporation ("hereinafter "Consultant"), for (description of services to be provided.).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than XXXXXXXXXXX.
- 2. Scope of Work:** Consultant will provide (description of services to be provided) as more fully set forth in the Consultant's Proposal dated XXXXXXXXXXX, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to in this Agreement as the "Work."
- 3. Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
- 4. All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.

5. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
6. **Compensation:** City shall pay Consultant the sum of \$XXXXXXXX (this amount may be an hourly rate OR a lump sum - write out amount in long form here, e.g. two hundred thousand and eighty-five dollars if lump sum) as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of \$XXXXXXXXXX (write out amount in long form here) without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.
7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$22,002.43 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.
11. **Termination:**
 - a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.

- b. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
 - i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to

the termination date if such Work was performed in accordance with this Agreement.

12. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.
13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.
14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.
15. **Insurance.** Consultant shall, at its own expense, maintain the following insurance:
 - a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the Work to be provided under this Agreement.
 - c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
 - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.
 - f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to

commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

- 16. Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

17. Consultant's Compliance with Tax Laws:

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

- 18. Notice.** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:

City Department

Attn: Contract Administrator

Address

Ashland, Oregon 97520

With a copy to:

City of Ashland – Legal Department

20 E. Main Street

Ashland, Oregon 97520

Phone: (541) 488-5350

If to Consultant:

XXXXXXXX

XXXXXXXXXX

XXXXXXXXXX

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
21. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City’s fiscal year budget. Consultant understands and agrees that City’s payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
22. **THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS 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. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

23. **Certification.** Consultant shall sign the certification attached hereto as “Exhibit C” and incorporated herein by this reference.

CITY OF ASHLAND:

XXXXXXXXXX (CONSULTANT):

By: _____	By: _____
City Administrator	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Title
_____	_____
	Date

Purchase Order No. _____ (**W-9** is to be submitted with this signed agreement.)

APPROVED AS TO FORM:

Assistant City Attorney

Date

EXHIBIT B-B

CITY OF ASHLAND, OREGON

City of Ashland
LIVING
WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$15.74 per hour, effective June 30, 2020.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$22,002.43** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$22,002.43**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF
ASHLAND

EXHIBIT B-C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- _____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Consultant's signature

Date