

Council Business Meeting

January 16, 2018

Title: Southern Oregon Cooperative Intergovernmental Agreement for Materials and Services

From: Scott A. Fleury Deputy Public Works Director

Scott.fleury@ashland.or.us

Summary:

Before the Council is an intergovernmental agreement (IGA) for the Southern Oregon Cooperative (SOC). This Co-op consists of local municipalities in Jackson and Josephine Counties who on an as needed basis share materials and services with each other. This agreement is similar to mutual aid agreements the City currently has in place that relate directly to police and fire operations.

Actions, Options, or Potential Motions:

Move to approve the City of Ashland enter into the Southern Oregon Cooperative Intergovernmental Agreement.

If not approved, staff will have to spend significant time to negotiate and obtain legal approval for any resource sharing IGA's individually.

Staff Recommendation:

Staff recommends the Council approve entering into the IGA with the Southern Oregon Cooperative.

Resource Requirements:

Any materials and services rendered will be itemized and scoped for each request made by the City to a provider in the Co-op agreement. Staff will determine within the confines of the appropriate budget if the expenditure for materials and services is appropriate and adequate for the project. Staff has set an internal maximum cumulative expenditure of \$75,000 per year be allotted to this IGA and used *only* as necessary on critical public works projects.

When City of Ashland staff and resources are requested as part of this agreement, a Public Works Supervisor will determine the cost and resources required to perform work for the requesting jurisdiction along with the ability to provide service without diminishing daily duties for the City of Ashland.

Policies, Plans and Goals Supported:

City Council:

4. *Evaluate real property and facility assets to strategically support city mission and goals*
21. *Be proactive in using best practices in infrastructure management and modernization*

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

Background and Additional Information:

Jackson County has created a cooperative agreement that allows jurisdictions who opt in to share materials and services between each other as needed and available on public works projects.

Examples of services/equipment city forces can utilize include:

- Chip Sealing
- Roadway striping (long lines)
- Pavement mill for grind and inlay/overlay grinding
- Excavator operations
- Trench paver for utility trenches and grind/inlay
- Deicing
- Shoring equipment
- Emergency equipment for flooding/ severe weather/ earthquakes/ etc.
- Crack sealing projects
- Paving projects
- Equipment access when city equipment is under repair

Examples of services/equipment city forces can offer include:

- Paver/Paving
- Grader/Grading
- Snowplows/Snowplowing
- Sidewinder
- Sweeper/Sweeping

The City recently worked with Jackson County through a City Administrator approved IGA to grind portions of Ashland St. The County's asphalt grinder and operator were used and then City forces paved back the asphalt. This cooperative agreement would allow this type of work to continue on an as needed basis and as budget allows for maintenance related activities. In addition, when the City of Medford's paving machine broke down, Ashland Public Works was requested to assist by providing use of our own paver to finish the project. As the City was not currently a member of the cooperative agreement, the time required to draft an IGA and obtain Legal Department approval to allow sharing of the resource was longer than the time required to fix the paver and finish the job.

Entering into this SOC-IGA does not prevent The City from entering into a more formal IGA for specific tasks when the scope or cost of the project dictates more formality.

Attachments:

Southern Oregon Cooperative Intergovernmental Agreement

SOUTHERN OREGON COOPERATIVE INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT AND SERVICES

This AGREEMENT is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the **SOC-IGA** (Southern Oregon Cooperative Intergovernmental Agreement)

WHEREAS:

1. Each PARTY owns certain equipment and materials, and provides services that may be useful to another PARTY for Roads/Parks/Public Works, construction, operations, maintenance and related activities; and
2. The PARTIES agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and
3. The PARTIES desire to enter into an AGREEMENT to establish procedures for sharing equipment, materials and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The PARTIES shall make available to each other vehicles, equipment, machinery, materials, related items and/or services in the manner and on the terms and conditions provided herein. The PARTY supplying the services or the vehicles, machinery and equipment shall be designated as the "**PROVIDER**" herein. The PARTY receiving the services or assuming the use of vehicles, machinery or equipment shall be designated as the "**USER**" herein.
2. An estimate for specific services will be supplied by the PROVIDER at the request of the USER. Service PROVIDERS shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to USER. PROVIDER'S invoices will be paid by USERS in full within thirty (30) days of billing.
3. Services, equipment or materials shall be provided upon reasonable request at mutually convenient times and locations. The PROVIDER retains the right to refuse to honor a request if the equipment or materials are needed for other purposes, if providing the equipment or materials would be unduly inconvenient, or if for any other reason, the PROVIDER determines in good faith that it is not in its best interest to provide a particular item at the requested time. Equipment shall be returned immediately at PROVIDER'S request.
4. The USER receiving the equipment shall take proper precaution in its operation, storage and maintenance. Equipment shall be used only for its intended purpose. The USER shall permit the equipment to be used only by properly trained, properly licensed, and supervised operators. The USER shall be responsible for equipment repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The USER shall not be responsible for scheduled preventive maintenance (P.M.) unless equipment hours used exceeds the P.M. schedule periods and has been agreed by the PROVIDER. The USER shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment (i.e., fluid checks, lubricating, etc.) during the period in which the equipment is in USER'S possession.
5. PROVIDER shall endeavor to provide equipment in good working order and to inform USER of any information reasonably necessary for the proper operation of the equipment. The equipment is provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. USER shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the PARTIES that the PROVIDER is not in the business of selling, leasing, renting or otherwise providing equipment to others and that the PARTIES are acting only for their mutual convenience and efficiency.

6. The PARTIES shall provide equipment or materials storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the equipment or materials shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.
7. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate equipment. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the equipment.
8. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.
9. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using equipment or services under this AGREEMENT. PROVIDERS requiring that their personnel operate equipment shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate equipment. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the equipment shall adequately insure the equipment or provide self-insurance coverage.
10. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.
11. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate AGREEMENTS governing the terms and conditions for providing equipment or services on terms different than specified herein.
12. Any OREGON PUBLIC ENTITY may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to Jackson County Roads & Parks which is overseeing the administration of the SOC-IGA.
13. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -

SOC AGREEMENT SIGNATURE PAGE

IN THE WITNESS WHEREOF, the PUBLIC ENTITY _____ (PARTY)
has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures
below:

Signature of Officer	Date	Officer's title
Signature of Officer	Date	Officer's title
Signature of Counsel	Date	Counsel's title

Name and title of the Contact Representative: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

1. Send the **original SOC AGREEMENT Signature Page** (this page) for distribution to:
Julie Slaughter, SOC-IGA Administrator
Jackson County Roads, 200 Antelope Road, White City, Oregon 97503
Telephone: 541.774.6204
e-mail: slaughja@jacksoncounty.org

Retain a copy of for your records or sign 2 originals as needed by you.

APPROVED AS TO FORM

Ashland Asst. City Attorney
Date 12/26/17

INSTRUCTIONS FOR THE SOC-IGA FOR EQUIPMENT AND SERVICES

The following is directed to officials of local governments that may want to participate in the accompanying Roads & Parks **INTERGOVERNMENTAL AGREEMENT (IGA) FOR EQUIPMENT AND SERVICES [AGREEMENT]**:

1. There are four pages to the SOC-IGA:
 - The SOC-IGA narrative – pages 1-2
 - SOC AGREEMENT Signature Page – page 3
 - SOC Instructions (this page) – page 4
2. The purpose of the SOC-IGA is for to exchange Roads/Parks/Public Works equipment and services between OREGON PUBLIC ENTITIES.
3. All PARTIES, who sign the **AGREEMENT**, must honor the AGREEMENT entirely.
4. Jackson County Roads has agreed to oversee administration of the SOC-IGA. The SOC-IGA Administrator will notify all the Contract Representatives for all PARTIES. The SOC-IGA Administrator will not be involved between any disputes of the SOC-IGA PARTIES, nor would Jackson County or its employees be liable for any damages sought between any two other PARTIES.
5. Each new PARTY shall execute the **SOC AGREEMENT SIGNATURE PAGE**. One original shall be filed with the SOC-IGA administrator for approval and distribution.
6. Each PARTY will obtain a mailing list of the current AGREEMENT holders from the SOC-IGA Administrator.
7. After the signature and approval process is completed, any PARTY may directly approach any other PARTY for exchange of services. There is no need to coordinate requests amongst PARTIES.
8. It is important to note paragraph 4 (page 1): “the PROVIDER retains the right to refuse a request”.
9. Questions may be addressed to:

Julie Slaughter

SOC-IGA Administrator

Jackson County Roads, 200 Antelope Road, White City, Oregon 97503

Telephone: 541.774.6204

e-mail: slaughja@jacksoncounty.org

file: SOC IGA.doc

SOC-IGA

PARTICIPANT DIRECTORY

City of Gold Hill

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PO Box 308
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City of Grants Pass

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101 NW A Street
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City of Phoenix

Ray DiPasquale, Public Works Director
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Phoenix, OR 97535
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Fax: 541-535-9594
Email: ray.diasquale@phoenixoregon.gov

Jackson County Roads

Carl Rhoten, Road Maintenance Manager
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White City, OR 97503
Phone: 541-774-6234
Fax: 541-774-6296
Email: rhotencl@jacksoncounty.org

Josephine County

Robert Brandes, Public Works Director
201 River Heights Way
Grants Pass, OR 97527
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Fax: 541-474-5468
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City of Medford

Luke Anderson, Public Works Supervisor

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Medford, OR 97501

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Email: luke.anderson@cityofmedford.org