

Council Communication

August 16, 2016, Business Meeting

Intergovernmental Agreement with Jackson County to Perform Crack Seal at Ashland Municipal Airport

FROM:

Kaylea Kathol, Public Works Project Manager, kaylea.kathol@ashland.or.us

SUMMARY

This is a contract with the Jackson County Roads Department to perform a crack seal project at certain paved areas of the Ashland Municipal Airport.

BACKGROUND AND POLICY IMPLICATIONS:

Project Need

The City of Ashland periodically commissions crack seal activities on paved surfaces located at the Ashland Municipal Airport. Sealing cracks prevents further deterioration of the pavement, reinforces existing pavement, and ultimately extends the usable life of a paved surface. An extensive network of cracks and fissures has developed since the last crack seal maintenance was performed, approximately three years ago. Accordingly, the City would like to conduct crack seal activities again this autumn.

Obligation

The City owns the airport and has a responsibility to the airport users and tenants to maintain facilities in satisfactory condition. While some facility maintenance activities may be performed by the Fixed Base Operator (FBO) under the terms of the contract between the City and the FBO, large-scale projects such as pavement maintenance are the responsibility of owner. Public Works Engineering and Facilities Maintenance staff implement such projects.

Rationale for IGA

Public Works does not have the resources to perform an operation of this scale internally. However, Jackson County has the capacity to complete the project and is willing to enter into an intergovernmental agreement to perform the crack seal (Attachment A – intergovernmental agreement). The City chose to contract with the County, rather than the private sector, based on cost savings and availability. Few private paving businesses in the Rogue Valley provide crack seal services, and the one estimate the City was able to obtain was characterized by material costs that exceeded the County's quote for the total project costs (including materials, labor, and equipment).

Policy

The City is entering into this IGA under the provisions of ORS 190.010(4), which grants local governments the authority to make intergovernmental agreements for the performance of a function or



activity “by one of the parties for any other party.” Per ORS 279A.025, IGAs are exempt from the competitive bidding process required of most public improvement projects.

Scope and Schedule

The project would begin in late September or early October of 2016, at a date yet to be determined, and would require three full days for completion (Attachment B – Jackson County proposal). The focus of the proposed project is a paved area of approximately six acres, comprised of the aircraft tie-down apron and vehicle access routes to several hangars (Attachment C – map of project area).

COUNCIL GOALS SUPPORTED:

Economy (2014)

- 18. Develop the Ashland municipal airport as an enterprise
- 18.1 Strengthen and Ashland municipal airport as an enterprise
- 18.2 Develop and encourage alternative transportation options.

FISCAL IMPLICATIONS:

The total project cost is \$15,447. Funds are budgeted and available in the Airport Fund for this project.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff recommends that Council approve the IGA with Jackson County for crack seal services.

SUGGESTED MOTIONS:

I move to approve an Intergovernmental Agreement between City of Ashland and Jackson County for Crack Seal Services at Ashland Municipal Airport.

ATTACHMENTS:

- A. Intergovernmental Agreement
- B. IGA Exhibit A: County’s proposal
- C. IGA Exhibit B: Map of project area



**INTERGOVERNMENTAL AGREEMENT
Between Jackson County and City of Ashland
For Crack Seal Services at the Ashland Municipal Airport**

PARTIES

This agreement is made and entered into by and between JACKSON COUNTY, a political subdivision of the State of Oregon (herein referred to as "COUNTY") and the CITY OF ALSHLAND, a municipal corporation of the State of Oregon (herein referred to as "CITY") and sets forth the terms under which COUNTY will perform crack seal services at certain pave areas of the Ashland Municipal Airport (herein referred to as "Airport"). County and City are herein individually referred to as the "Party" and collectively referred to as the "Parties."

STATUTORY AUTHORITY

1. In accordance with and pursuant to the provisions of ORS Chapter 190, entitled INTERGOVERNMENTAL COOPERATION, the COUNTY is authorized to jointly provide for the performance of a function or activity in cooperation with a unit of local government that includes a city or other governmental authority in Oregon. By acceptance of this Agreement, CITY certifies that it meets the above criteria for eligibility for such cooperation with COUNTY.
2. As a result of this Agreement and pursuant to ORS 190.030, any unit of local government consolidated department, intergovernmental entity or administrative officers designated herein to perform specified functions or activities is vested with all powers, rights, and duties relating to those functions and activities that are vested by law in each separate party to the Agreement, its officers and agencies.

RECITALS

1. WHEREAS, the CITY desires to contract with the COUNTY for the provision of crack seal services at certain paved surfaces within the Airport; and
2. WHEREAS, the COUNTY has the resources to provide crack seal services to the CITY; and.
3. WHEREAS, the parties are authorized to enter into such agreements pursuant to chapter 190 of the Oregon Revised Statutes.

INCORPORATION OF RECITALS

The recitals set forth above are true and correct and are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and the CITY as follows:

1. Crack seal services. The COUNTY shall provide to the CITY crack seal services described in Exhibit A. Services consist of the provision of equipment, labor, and material necessary to complete the crack seal project. Services shall be provided within a geographic area consisting

of the aircraft tie-down apron and the vehicle access routes to the southernmost hangars, as outlined in Exhibit B.

- 1.1. Schedule of Services. The COUNTY agrees to provide services to the CITY as necessary to complete the crack seal project on or before October 31, 2016.
- 1.2. Notification. The COUNTY shall provide at least 72 hour notice to the CITY before starting work and receive verbal or written approval from the CITY prior to starting.
- 1.3. Payment. In consideration of the crack seal services to be provided by the COUNTY to the CITY, the CITY agrees to make payment to the COUNTY within 30 days of receipt of an invoice.

2. Compensation

- 2.1. The COUNTY shall submit billings to the CITY for actual costs of equipment, materials, and labor incurred for work performed under this Agreement. Upon completion of project, billings shall be submitted within thirty (30) working days. Billings shall be in a form acceptable to the CITY and documented in such a manner as to be easily verified. The CITY shall reimburse the COUNTY within 30 days of receipt of invoice.
- 2.2. Billing. The CITY shall be billed within 30 days of completion of services. Payments shall be due within 30 days after invoicing by the COUNTY. Billings shall be submitted to:

City of Ashland
20 East Main Street
Ashland, OR 97520

3. General Provisions

- 3.1. The COUNTY shall be responsible exclusively with respect to its employees for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax deductions, workers compensation coverage, and PERS contributions. Nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee as between the COUNTY and the CITY.
- 3.2. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

4. Termination

- 4.1. Without Cause. This Agreement may be terminated by mutual consent of the parties or by either party upon thirty (30) days written notice and delivered by certified mail or in person.

4.2. For Cause. The COUNTY or the CITY may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to the other party or at such later date as may be established by Parties under any of the following conditions:

- i. If the COUNTY or the CITY funding from federal, state, local or other sources is not obtained and continued at levels sufficient to allow for the performance of the Agreement;
- ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the performance is no longer allowable or appropriate or are no longer eligible for the funding proposed for activities authorized by this Agreement.

4.3. For Default or Breach.

- i. Either the COUNTY or the CITY may terminate this Agreement in the event of a breach of the Agreement by the other part. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and 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 or require, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
- ii. The rights and remedies of the COUNTY provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4.4. Obligation/Liability of Parties:

- i. Termination or modification of this Agreement pursuant to subsections 4.1, 4.2, or 4.3 above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification.

5. Modification, No Assignment, Construction, Effective Date

- 5.1. This Agreement may be amended, by written amendment and included as part of the Agreement when properly signed by the parties.
- 5.2. The COUNTY shall not assign or otherwise transfer its interest in this Agreement.
- 5.3. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.
- 5.4. This Agreement shall not become effective until both parties hereto have executed this Agreement.

6. Insurance

- 6.1. The COUNTY, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- 6.2. Each party's insurance shall provide primary coverage responsibility for its own employees and agents when in the course of performing work under this Agreement for which a claim arises.
- 7. Limitations of Liability. The parties agree that each party shall not be subject to claim, action or liability arising in any manner whatsoever out of any act or omission, interruption or cessation of services by the other party under this Agreement. Each party shall not be liable or responsible for any direct, indirect, special or consequential damages sustained by the other party to this Agreement, including, but not limited to, delay or interruption of business activities that may result in any manner whatsoever from any act or omission, interruption or cessation of services.
- 8. Indemnification. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 10 of the Oregon Constitution, each party to this Agreement shall be solely responsible for its own actions and/or failure to act and shall indemnify and hold the other party harmless from any claims, litigation, and/or liability arising from a party's acts or omissions under this agreement and including any and all claims arising from the level of service afforded under the Maintenance Plan pursuant to the Agreement. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereby enter into this Agreement. Each party, by signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have authority to execute this Agreement.

JACKSON COUNTY OREGON

CITY OF ASHLAND OREGON

 Date
 Printed Name

 David Kanner Date
 City Administrator

 Its

APPROVED AS TO LEGAL SUFFICIENCY:

APPROVED AS TO LEGAL SUFFICIENCY:

 County Counsel Date

 City Counsel Date

EXHIBIT A: Jackson County Proposal for Crack Seal at Ashland Municipal Airport

Qty.	Day 1	Labor & equipment	Hours	Cost per day
1	Compressor, Pickup & Driver	\$44.35	10	\$ 443.50
1	Crack Sealer, Pickup & Lead	\$131.06	10	\$ 1,310.60
1	Pickup & 2 Laborers	\$54.70	10	\$ 547.00
2	Sealant applicators	\$60.52	10	\$ 1,210.40
2	Squeegee operators	\$21.35	10	\$ 427.00
	3000 LBS of Crack Seal material @ 0.45 per pound			\$ 1,350.00
<i>Total cost for the day</i>				<i>\$ 5,288.50</i>

Qty.	Day 2	Labor & equipment	Hours	Cost per day
1	Compressor, Pickup & Driver	\$44.35	10	\$ 443.50
1	Crack Sealer, Pickup & Lead	\$131.06	10	\$ 1,310.60
1	Pickup & 2 Laborers	\$54.70	10	\$ 547.00
2	Sealant applicators	\$60.52	10	\$ 1,210.40
2	Squeegee operators	\$21.35	10	\$ 427.00
	3000 LBS of Crack Seal material @ 0.45 per pound			\$ 1,350.00
<i>Total cost for the day</i>				<i>\$ 5,288.50</i>

Qty.	Day 3	Labor & equipment	Hours	Cost per day
1	Compressor, Pickup & Driver	\$44.35	5	\$ 221.75
1	Crack Sealer, Pickup & Lead	\$131.06	5	\$ 655.30
1	Pickup & 2 Laborers	\$54.70	5	\$ 273.50
2	Sealant applicators	\$60.52	5	\$ 605.20
2	Squeegee operators	\$21.35	5	\$ 213.50
1	Pick-up Broom & Operator	\$171.58	4	\$ 686.32
	1800 LBS of Crack Seal material @ 0.45 per pound			\$ 810.00
<i>Total cost for the day</i>				<i>\$ 3,465.57</i>

Total Cost for Proposed Services	
Equipment, labor & materials	\$ 14,042.57
Contingency 10%	\$ 1,404.26
Total	\$ 15,446.83

Equipment Rates (Hourly)

Crack Sealer	\$48.00
Air Compressor	\$11.00
Pickup	\$12.00
Pick-up Broom	\$110.00

Labor Rates (Hourly)

Lead operator	\$71.06
Crack Seal applicator	\$60.52
laborer	\$21.35
Broom operator	\$61.58

EXHIBIT B: PROJECT AREA

Ashland Municipal Airport Crack Seal

Legend

 Project Area Boundary

Note: Approximately 6.5 acres of paved surface occur in Project Area Boundary. Crack seal activities will be conducted on all paved surfaces within boundary.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



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