



Deschutes County Board of Commissioners
1300 NW Wall Street, Suite 200, Redmond OR 97701-1960
541.388.6570 – Fax 541.385.3202 – www.deschutes.org

AGENDA REQUEST AND STAFF REPORT

For Board Business Meeting of: May 25, 2016

DATE: May 16, 2016

FROM: Chris Doty Road Department Phone: 541.322.7105

TITLE OF AGENDA ITEM:

Board signature and approval of Agreement 2016-302; a supplement to the 2009 Flexible Maintenance Services IGA with the City of Redmond.

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:

The City of Redmond and Deschutes County have an existing Intergovernmental Agreement in place to share equipment and services. The most recent IGA was adopted in 2009. This IGA is utilized to enable Deschutes County to perform chip seal services for the City on an annual basis in amounts typically exceeding \$300,000. The existing IGA is structured such that each agency maintains sole responsibility for their individual personnel and actions. As such, the County incurs liability on behalf of the City when performing chip seal operations. The quantity of work, coupled with the extended liability exposure of the work, transfers a disproportionate amount of risk to Deschutes County versus typical sharing operations. Deschutes County, a self-insured agency, provides chip seal services at-cost to the City.

Agreement 2016-302 will amend the existing IGA with the City by defining Deschutes County as an agent of the City and will require the City to indemnify the County against claims related to chip seal (excluding gross negligence) while performing chip seal work for the City.

FISCAL IMPLICATIONS:

There will be no fiscal impact to Deschutes County. The City will obtain separate insurance coverage, at minimal cost, to indemnify the County.

RECOMMENDATION AND ACTION REQUESTED:

Move signature and approval of Agreement 2016-302 – a supplement to the 2009 Flexible Maintenance Services IGA with the City of Redmond.

ATTENDANCE: Chris Doty

DISTRIBUTION OF DOCUMENTS:

Return signed documents to:
Kelly Morse, City Recorder, 716 SW Evergreen Avenue, Redmond OR 97756

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date:

Department:

Contractor/Supplier/Consultant Name:

Contractor Contact:

Contractor Phone #:

Type of Document: Intergovernmental Agreement #2016-302

Goods and/or Services: Supplements 2009 IGA with City of Bend regarding Flexible Maintenance Services.

Background & History: Per agenda request

Agreement Starting Date:

Ending Date:

Annual Value or Total Payment:

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance: Name:

Chris Doty
Phone #: 541.322.7105

Departmental Contact and Title: Chris Doty, Director
541.322.7105

Phone #:

Department Director Approval: _____
Signature Date

Distribution of Document: Board Secretary

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review

DCM

Date

5/18/16

Document Number

DC 2016-302



INTERGOVERNMENTAL AGREEMENT FOR THE PERFORMANCE OF CHIP SEAL SERVICES

(A SUPPLEMENT TO THE 2009 FLEXIBLE MAINTENANCE SERVICES IGA)

This agreement is made and entered into by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County," and CITY OF REDMOND, an Oregon municipal corporation, hereinafter referred to as "City".

RECITALS:

1. By the authority granted in ORS 190. 010, 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 are party to the agreement, its officers or agencies have the authority to perform.
2. Pursuant to said authority, County and City have entered into an IGA for Flexible Maintenance Service (2009 IGA).
3. Within the construct of the 2009 IGA, each Party is defined as having full responsibility for acts and omissions of each Party's officers, employees, or agents; each Party agrees to indemnify each other from and against any and all claims, demands, actions, causes of action and/or lawsuits arising from the torts, as the term "tort" is defined in ORS 30.260(8), or County/City officers, employees and/or agents arising out of or in any way related to the provision of services under this Agreement (General Provisions, Section 9).
4. In accordance with the terms of the 2009 IGA, County has historically provided chip seal services for City, utilizing a combination of County and City employees to perform the work which includes: staging and delivery of materials, application of materials, and project close-out/cleanup.
5. Chip seal services performed by the County at the request of the City expose the County to additional liability due to unfamiliarity of the City's system and lack of operational control.
6. County is willing to continue to provide chip seal services provided the City assumes full and exclusive liability for any claims related to chip seal operations.

AGREEMENT:

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **CHIP SEAL SERVICES**
 - 1.1 The County will provide Chip Seal Services to the City In accordance with the provisions of the 2009 Flexible Maintenance Services IGA, except that , for Chip Seal Services, General Provision #9 of the 2009 Flexible Maintenance Services shall not apply and the following provision shall apply:

DC 2016-302

1.1.1 To the extent permitted by the Oregon Constitution, and subject to the limitations of the Oregon Tort Claims Act, the City shall be solely responsible for any and all loss, damage, injury or death caused to any and all property or persons arising from the acts or omissions of City and/or County officers, employees, or agents in the performance of this agreement. City shall indemnify and save harmless County from and against any and all claims, demands, actions, causes of actions and/or torts, as the term "tort" is defined in ORS 30.260(8) of City and/or County officers, employees, and/or agents arising out of or in any way related to the provisions of chip seal services under this agreement, except to the extent the claims, demands, actions, causes of actions and/or torts relate to gross negligence or intentional misconduct by the County, its officers, employees or agents.

1.1.2 Deschutes County is an agent of the City of Redmond for work directly related to this agreement and directly related to the chip seal project.

2.0 Chip seal services include all elements associated with installation of chip seal, including, but not limited to stockpiling and delivery of materials, public relations and communication, traffic control and signage, installation, sweeping, project cleanup, and restoration of traffic.

IN WITNESS THEREOF, the parties have set their hands and affixed their seals as of the day and year hereinafter written.

REVIEWED FOR CITY OF REDMOND

By: _____
City Attorney

Date: _____

CITY OF REDMOND, a political subdivision of the State of Oregon

By: _____
Keith Witcosky, City Manager

Date: _____

REVIEWED FOR DESCHUTES COUNTY

By: mm
County Counsel

Date: 5/18/14

DESCHUTES COUNTY, a political subdivision of the State of Oregon

By: _____
Alan Unger, Chair

By: _____
Tammy Baney, Commissioner

By: _____
Anthony DeBone, Commissioner