# CENTRAL OREGON PUBLIC WORKS PARTNERSHIP (COPWP)
# 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 **COPWP-IGA** (Central Oregon Public Works Partnership Intergovernmental Agreement)

**WHEREAS:**

1. Each PARTY owns certain equipment and materials, and provides services that may be useful to another PARTY for 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 recognize that the primary benefit of increased partnership and cooperation is the reduction of overhead expenses, staffing expenses and redundant purchases/services as opposed to pursuit of joint ventures with the intention of supplanting work or services that are typically or historically contracted within each agency; and

4. Each PARTY is encouraged to expand partnership opportunities by joining the similar established Portland Metropolitan Area Transportation Co-operative IGA for Equipment and Services (PMAT); and

5. Each PARTY recognizes the benefit in maintaining ongoing communication within the Public Works agencies in Central Oregon for the purpose of identifying opportunities for additional partnership and collaboration; and

6. 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 vehicles, equipment and machinery covered by this AGREEMENT shall only be such items appropriate for public works, construction, and shall not include regular automobiles. 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 **EQUIPMENT SHARING CATALOG** will be provided by each PARTY to the others to describe current rental rates. Supplies will be charged at PROVIDER'S invoice cost plus an established administrative fee, or may be replaced by the USER.

3. 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. Upon mutual consent, PROVIDERS may elect to make alternative payment arrangements.

4. 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.

5. 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.

6. 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.

7. USER is exclusively responsible for the care and operation of the equipment. User shall save, defend, indemnify, and hold harmless PROVIDER, its officers, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of USER with respect to the care and operation of the equipment by USER'S employees, subcontractors, or agents. Provided however, liability of USER, its officers, employees or agents acting within the scope of their employment or duties on claims within the scope of Oregon Revised Statutes (ORS) 30.260-30.300 shall not exceed the limits as described in ORS 30.272. USER'S officers, employees and agents are indemnified and defended by USER in accordance with the Oregon Tort Claims Act (OTCA) pursuant to ORS 30.260-30.300 when acting within the scope and course of their employment. PROVIDER shall save, defend, indemnify, and hold harmless USER, its officers, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of PROVIDER or any of its employees, subcontractors, or agents, acting under this Agreement. Provided however liability of PROVIDER, its officers, employees or agents acting within the scope of their employment or duties on claims within the scope of Oregon Revised Statutes (ORS) 30.260-30.300 shall not exceed the limits as described in ORS 30.272.

8. 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.

9. 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.

10. 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.

11. 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. USER shall bear sole responsibility for ensuring that it has the authority to request the work, for proper design of the work 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.

12. 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.

13. 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, services or joint contracts for special projects on terms different than specified herein.

14. 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 the Deschutes County Road Department which is overseeing the administration of the COPWP-IGA.

15. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

*- end of the AGREEMENT narrative -*

# COPWP 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 COPWP AGREEMENT Signature Page** (this page),
2. and the **EQUIPMENT SHARING CATALOG** (page 1, paragraph 2) to:

   Chris Doty, COPWP-IGA Administrator, for distribution.
   Deschutes County Road Department, 61150 SE 27th Street, Bend OR 97702
   Telephone: 541.322.7105
   e-mail: Chris.Doty@co.deschutes.or.us

Retain a 2nd original **COPWP AGREEMENT Signature Page** for your records (2-sets are required).

# INSTRUCTIONS FOR THE COPWP-IGA FOR EQUIPMENT AND SERVICES

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

There are four pages to the COPWP-IGA:

- Exhibit A: The COPWP-IGA narrative – pages 1-3
- COPWP AGREEMENT Signature Page – page 4
- COPWP Instructions (this page) – page 5

The purpose of the COPWP-IGA is for to exchange Public Works equipment and services between OREGON PUBLIC ENTRIES, specifically those within Central and Eastern Oregon.

All PARTIES, who sign the **AGREEMENT**, must honor the AGREEMENT entirely.

Deschutes County has agreed to oversee administration of the COPWP-IGA. The COPWP-IGA Administrator will notify all the Contract Representatives for all PARTIES. The COPWP-IGA Administrator will not be involved between any disputes of the COPWP-IGA PARTIES, nor would Deschutes County or its employees be liable for any damages sought between any two other PARTIES.

Each new PARTY shall execute the **COPWP AGREEMENT SIGNATURE PAGE** in two original sets: One shall be filed with the COPWP-IGA administrator for approval and distribution, and the second for the PARTY entity's records. The COPWP-IGA administrator's originals are filed with the Deschutes County Clerk.

Each PARTY will obtain a mailing list of the current AGREEMENT holders from the COPWP-IGA Administrator.

Each PARTY will send each its **EQUIPMENT SHARING CATALOG** (page 1, paragraph 2) to the COPWP-IGA Administrator for distribution to all the PARTIES. It is the responsibility of each PARTY to send updates of the catalog to the COPWP-IGA Administrator.

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.

It is important to note paragraph 4 (page 1): "the PROVIDER retrains the right to refuse a request".

**History:** The COPWP IGA is based on the successful Portland Metropolitan Area Transportation (PMAT) Co-operative IGA. The original (PMAT) IGA for shared services was originally signed by Multnomah County, the City of Gresham and Oregon Department of Transportation in 1996. By the provision of 1999 ADDENDUM, other parties agreed to sign the agreement. This PMAT-IGA was revised in July 2002 from the originally IGA.

COPWP IGA participants are encouraged to also join the PMAT IGA. Questions or concerns may be addressed to:

**Don Newell** PMAT-IGA Administrator
Marion County, 5155 Silverton Road NE, Salem, Oregon 97305
Telephone: 503.365.3129 e-mail: DNewell@co.Marion.or.us

A second ODOT IGA (OMAT), which allows working with ODOT, can be obtained by contacting:

Penelope (Penny) A. Lee Agreement Specialist Region 1-Contracts and Agreements Unit
123 NW Flanders St., Portland, OR 97209
Phone: 503-731-8278/ office; 503-731-8215/ fax;
e-mail: Penelope.A.LEE@odot.state.or.us

THE COPWP IGA AGENCY MEMBERS:

| IGA # | Date | Agency | Equipment List (Year) | IGA Administrator |
|---|---|---|---|---|
| **1** | 12/17/12 | Deschutes County Road Department | 2013 | Chris Doty |
| **2** | 12/19/12 | City of Bend Public Works | 2013 | Paul Rheault |
| **3** | 02/12/13 | City of Redmond Public Works | 2013 | Bill Duerden |
| **4** | 02/12/13 | City of Madras Public Works | 2013 | Jeff Hurd |
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