

INTERGOVERNMENTAL AGREEMENT
FOR
EQUIPMENT AND SERVICES

Cooperative Public Agencies of Washington County

This Agreement is entered into by and between the undersigned public entities pursuant to the authority provided by ORS Chapter 190.

WHEREAS:

1. Each party owns certain equipment and services which may be useful to another party for public works construction, operations, maintenance, and related activities;
2. The parties agree that sharing equipment 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 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, and related items and services in the manner and on the terms and conditions provided for herein.
2. Equipment 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 is needed for other purposes, if providing the equipment would be unduly inconvenient, or if for any other reason the entity determines in good faith that it is not in its best interest to provide a particular item at that time;
3. The entity receiving the equipment ("user") shall take due care in its operation, storage, and maintenance. Equipment shall be used only for its intended purpose. User shall permit the equipment to be used only by properly trained operators under adequate supervision and shall be responsible for repairs necessitated by misuse or negligent operation. User shall perform written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment during the period in which the equipment is in user's possession. User shall not, however, be responsible for scheduled maintenance (P.M.) or repairs.

4. 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, however, is provided “as is”, with no representations or warranties as to 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 and that the parties are acting only for their mutual convenience and efficiency.
5. The parties shall provide equipment storage space 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 shall be responsible only for providing a reasonably safe and secure area.
6. The provider may, in its sole discretion, require that equipment be operated only by provider’s personnel. In so doing, provider shall be deemed an independent contractor. The provider shall meet the technical standards of the user, but shall retain full control over the manner and means of using the equipment.
7. User will reimburse provider for equipment and services based on the rates used for its internal financial management of personnel and equipment. These rates are included in the Equipment Sharing Catalog. Supplies will be charged at provider’s invoice cost, plus 15%, or may be replaced by user. On May 15 of each year, all parties will each total all reimbursement for equipment and personnel. Reimbursement shall be paid within thirty (30) days of billing and payment for any monetary difference may be billed at that time to any or all providers.
8. The parties are independent contractors. Nothing herein shall alter the employment status of any worker providing services under this Agreement. Such worker shall at all times continue to be subject to all standards of performance, disciplinary rules, and other terms and conditions of the employer. No user shall be responsible for the direct payment of any salaries, wages, compensation, or benefits for provider’s workers performing services on behalf of user under this Agreement. No user shall be liable for compensating or indemnifying any employee of a provider for any injury or work arising in any way out of work provided pursuant to 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 the limits of the Oregon Tort Claims Act, hold harmless, indemnify and defend the user, its officers, agents, and employees from all claims arising solely by reason of any act or failure to act by the provider. 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.

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 continue as a debt and shall be paid within thirty (30) days of termination.
11. Nothing herein shall be deemed to restrict the authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on a specifically identified project.
12. This Agreement shall be effective upon the date of execution by the last signatory as evidenced on the attached pages.
13. Any public entity not a party to this Agreement when it first becomes effective may become a party to it by signing the Agreement, after being approved by its governing body. Upon the signing of the Agreement by the additional party and sending a copy of the Agreement to all other parties, the Agreement shall become binding among all the parties that have signed the Agreement.

IN WITNESS WHEREOF, the parties, by the signatures of their authorized representatives, executed this Agreement, effective on the date shown below each signature.

(signature pages follow)

AGENCY: City of Tualatin
By: *Arne Nyberg*
Printed Name: Arne Nyberg
Title: Mayor Pro Tem
Date: March 14, 1994

AGENCY: Hillsboro School District
By: *Mark Bierke*
Printed Name: Mark Bierke
Title: Director of Business Services
Date: March 14, 1994

AGENCY: Tualatin Valley Water District
By: *Robert A. Mitchell*
Printed Name: Robert A. Mitchell
Title: Pres., Board of Command
Date: March 16, 1994

AGENCY: City of Beaverton
By: *Rob Drake*
Printed Name: Rob Drake
Title: Mayor
Date: April 7, 1994

AGENCY: Tualatin Hills Park District
By: *Doug Menke*
Printed Name: Doug Menke
Title: Director of Park District
Date: April 15, 1994

AGENCY: ODOT
By: *Harold Lasley*
Printed Name: Harold Lasley
Title: District Manager 2A
Date: April 27, 1994

AGENCY: West Slope Water District
By: *Leigh H. Wilcox*
Printed Name: Leigh H. Wilcox
Title: Chairman Board of Commissioner
Date: June 13, 1994

AGENCY: Tualatin Valley Fire & Rescue
By: *Sophia M. Platt*
Printed Name: Sophia M. Platt
Title: President, Board of Directors
Date: June 21, 1994

AGENCY: City of Sherwood
By: *Ross Schultz*
Printed Name: Ross Schultz
Title: City Manager
Date: June 30, 2004

AGENCY: City of Tigard
By: *John Swartz*
Printed Name: John Swartz
Title: Mayor
Date: July 12, 1994

AGENCY: City of Tigard
By: *Patrick J. Reilly*
Printed Name: Patrick J. Reilly
Title: City Administrator
Date: July 12, 1994

AGENCY: Washington County
By: *Bonnie L. Hays*
Printed Name: Bonnie L. Hays
Title: Chairman Board of Commissioner
Date: August 12, 1994

AGENCY: Clean Water Services
By: *Bill Gaffi*
Printed Name: Bill Gaffi
Title: General Manager
Date: September 14, 1994

AGENCY: City of Forest Grove
By: *Jim Burnett*
Printed Name: Jim Burnett
Title: City Manager
Date: February 17, 1995

AGENCY: City of Cornelius
By: *John Greiner*
Printed Name: John Greiner
Title: City Manager
Date: February 5, 1996

AGENCY: City of Hillsboro
By: *Gordon Faber*
Printed Name: Gordon Faber
Title: Mayor
Date: August 20, 1996

AGENCY: City of North Plains
By: *Donald H. Otterman*
Printed Name: Donald H. Otterman
Title: City Manager
Date: May 3, 2000

AGENCY: Tigard Tualatin School District
By: *Al Hieb*
Printed Name: Al Hieb
Title: Board Chairman
Date: March 7, 2002

AGENCY: Raleigh Water District
By: *Matthew B. Steidlier*
Printed Name: Matthew B. Steidlier
Title: District Manager
Date: January 22, 2004

AGENCY: City of Gaston
By: *Rich Williams*
Printed Name: Rich Williams
Title: Director of Public Works
Date: July 12, 2004

AGENCY: Beaverton School District
By: *Melvin G. Moore*
Printed Name: Melvin G. Moore
Title: Assistant Superintendent
Date: January 5, 2005

AGENCY: Clackamas River Water
By: *Art Landis*
Printed Name: Art Landis
Title: President Board of Commissioners
Date: January 13, 2005

AGENCY: City of Gladstone
By: *Ron Partch*
Printed Name: Ron Partch
Title: City Administrator
Date: January 14, 2005

AGENCY: Sunrise Water Authority
By: *Robert Frentress*
Printed Name: Robert Frentress
Title: Chairman Board of Commissioners
Date: June 8, 2005

AGENCY: City of Gresham
By: *Charles J. Becker*
Printed Name: Charles J. Becker
Title: Mayor
Date: June 13, 2006

AGENCY: Boring Water District #24
By: *Larry Alexander*
Printed Name: Larry Alexander
Title: Manager
Date: August 23, 2006

AGENCY: City of Banks
By: *Jeri Branstitre*
Printed Name: Teri Branstitre
Title: Mayor
Date: June 29, 2007

AGENCY: Columbia County
By: *Anthony Hyde*
Printed Name: Anthony Hyde
Title: Commission Chair
Date: January 16, 2008

AGENCY: City of Lake Oswego
By: *Alex McIntyre*
Printed Name: Alex McIntyre
Title: City Manager
Date: September 3, 2009

AGENCY: City of Wilsonville
By: *Delora Kerber*
Printed Name: Delora Kerber
Title: Director of Public Works
Date: February 2, 2010

AGENCY: _____
By: _____
Printed Name: _____
Title: _____
Date: _____

AGENCY: _____
By: _____
Printed Name: _____
Title: _____
Date: _____