

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)