MANAGING OREGON RESOURCES EFFICIENTLY {**MORE**}

INTERGOVERNMENTAL AGREEMENT for resources and services

This Agreement is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred to the **MORE-IGA** {Managing Oregon Resources Efficiently Intergovernmental Agreement} ("**AGREEMENT**").

WHEREAS:

1. Each **PARTY** owns certain equipment and materials, and provides services that may be useful to another PARTY for public works, municipal, transportation, engineering, survey, construction, operations, maintenance, service districts, emergency management 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 desire to enter into this AGREEMENT to establish procedures for sharing equipment, materials, resources, 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 ("**EQUIPMENT OR MATERIALS**") and/or services in the manner and on the terms and conditions provided herein. The PARTY supplying the services or the EQUIPMENT OR MATERIALS shall be designated as the "**PROVIDER**" herein. The PARTY receiving the services or assuming the use of EQUIPMENT OR MATERIALS shall be designated as the "**USER**" herein.

2. A cost 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. Unless other arrangements are agreed upon by the PARTIES, PROVIDER'S invoices will be paid by USERS in full within thirty (30) days of billing.

3. EQUIPMENT OR MATERIALS and/or services 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 OR MATERIALS shall be returned immediately at PROVIDER'S request.

4. The USER receiving the EQUIPMENT OR MATERIALS shall take proper precaution in its operation, storage and maintenance. EQUIPMENT OR MATERIALS shall be used only for its intended purpose. The USER shall permit the EQUIPMENT OR MATERIALS to be used only by properly trained, properly licensed, and supervised operators. The USER shall be responsible for EQUIPMENT OR MATERIALS 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 OR MATERIALS hours used exceeds the P.M. schedule periods that 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 OR MATERIALS (i.e., fluid checks, lubricating, etc.) during the period in which the EQUIPMENT OR MATERIALS is in USER'S possession.

5. PROVIDER shall endeavor to provide EQUIPMENT OR MATERIALS in good working order and to inform USER of any information reasonably necessary for the proper operation of the EQUIPMENT OR MATERIALS. The EQUIPMENT OR MATERIALS are 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 OR MATERIALS for its needs and inspecting EQUIPMENT OR MATERIALS 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 OR MATERIALS to others, and that the PARTIES are acting only for their mutual convenience and efficiency.

6. 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 or liable for theft or damage.

7. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate EQUIPMENT OR MATERIALS. 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 OR MATERIALS.

8. 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.

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 MATERIALS or services under this AGREEMENT. PROVIDERS requiring that their personnel operate EQUIPMENT OR MATERIALS shall, within limits of the Oregon Constitution and 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 negligent act by persons designated by PROVIDER to operate EQUIPMENT OR MATERIALS. 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. The PROVIDERS of the EQUIPMENT OR MATERIALS shall adequately insure the EQUIPMENT OR MATERIALS or provide self-insurance coverage.

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 be paid within thirty (30) days of termination.

11. 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 OR MATERIALS or services on terms different than specified herein.

12. 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 by sending a copy of the signed AGREEMENT to the **CONTRACT ADMINISTRATOR**. The current CONTRACT ADMINISTRATOR is:

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

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

- end of the AGREEMENT narrative -

MORE-IGA SIGNATURE PAGE

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

IN THE WITNESS WHEREOF, the PUBLIC ENTITY _____ *(insert agency's name)* (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 & title of the **AGENCY'S IGA OVERSEER**: _____

Address: _____

_____

Office Phone: _____ Cell Phone: _____

E-mail: _____

Optional: Name & title of Agency's 2nd Contact: _____

Office Phone: _____ Cell Phone: _____

E-mail: _____

1. Mail the **original signed MORE-IGA SIGNATURE PAGE** (this page – *actual hard copy page*) to:
   Don Newell, CONTRACT ADMINISTRATOR for distribution to member agencies.
   Marion County, 5155 Silverton Road NE, Salem, Oregon 97305
   E-mail: DNewell@co.Marion.or.us
   Telephone: 503.365.3129
   MORE-IGA web site: www.MOREoregon.com
2. Retain a 2nd **original signed MORE-IGA SIGNATURE PAGE** for your records (a total of 2-sets are required).
3. Send additional agency staff contacts' e-mail addresses to the above CONTRACT ADMINISTRATOR.
4. Copy other PARTIES' **MORE-IGA SIGNATURE PAGES** for your agency's records from the above MORE-IGA web site.

INSTRUCTIONS FOR THE MORE-IGA

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)
*"Doing **MORE** with less! Doing MORE Yes!"*

The following is directed to officials of local and state governments that may want to participate in the accompanying **MORE-IGA** [AGREEMENT]. There are four pages to the MORE-IGA:

- The **MORE-IGA contract narrative** – pages 1-2
- **MORE-IGA SIGNATURE PAGE** – page 3
- **INSTRUCTIONS FOR THE MORE-IGA** (this page) – page 4

a. The purpose of the MORE-IGA is to exchange EQUIPMENT OR MATERIALS or services between OREGON PUBLIC ENTITIES.

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

c. Each PUBLIC ENTITY shall identify an AGENCY'S IGA OVERSEER which will process, file, receive and maintain IGA documents.

d. Don Newell of Marion County has agreed to act as the CONTRACT ADMINISTRATOR. The CONTRACT ADMINISTRATOR will notify all the AGENCIES' IGA OVERSEERS for all PARTIES. The CONTRACT ADMINISTRATOR will not resolve any disputes of the AGREEMENT PARTIES, nor would Marion County or its employees be liable for any damages sought between any two other PARTIES.

e. Each new PARTY shall execute the **MORE-IGA SIGNATURE PAGE** in two original sets: One shall be filed with the CONTRACT ADMINISTRATOR for approval, filing and distribution, and the second for the PARTY entity's records.

f. Each AGENCY'S IGA OVERSEER will receive digital copies of the **MORE-IGA SIGNATURE PAGE** from the web site: www.MOREoregon.com for their records. The CONTRACT ADMINISTRATOR will directly inform the AGENCIES' IGA OVERSEERS of new Agencies signers by e-mail.

g. After the signature and approval process is completed, any PARTY may directly approach any other PARTY for exchange of equipment, materials, resources, and services. There is no need to coordinate requests amongst other PARTIES or with the CONTRACT ADMINISTRATOR.

h. It is important to note paragraph 3 (page 1): "The PROVIDER retains the right to refuse to honor a request".

i. The CONTRACT ADMINISTRATOR maintains two-e-mail lists: 1) Each PUBLIC ENTITIES' AGENCY'S IGA OVERSEERS; 2) other PUBLIC ENTITIES' staff that want to be informed of MORE members' news, announcements, and activities. MORE members will schedule and host meetings 3-times a year to discuss joint issues.

j. An optional 2nd agency contact person can be identified on the **MORE-IGA SIGNATURE PAGE** which will also receive direct ongoing correspondence of MORE's activities or of its members.

k. The IGA, list of PUBLIC ENTITIES with agencies' contacts, digital file copies of **MORE-IGA SIGNATURE PAGES,** meeting announcements, and members' news are found on www.MOREoregon.com.

Questions or concerns may be addressed to:

Don Newell, CONTRACT ADMINISTRATOR
Marion County, 5155 Silverton Road NE, Salem, Oregon 97305
Telephone: 503.365.3129; e-mail: DNewell@co.Marion.or.us

History: A joint agency 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 a 1999 ADDENDUM, other parties agreed to sign the agreement. The IGA was revised in July 2002 and was named PMAT-IGA (PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT) with 33-signing agencies. In February 2013 the MORE-IGA, with a more statewide focus, was crafted in tandem to eventually replace the PMAT-IGA.

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

OMAT Administrator, Oregon Department of Transportation, Region 1-Contracts & Agreements Unit;
123 NW Flanders Street, Portland, OR 97209-4012;
e-mail: Region1.Agreements@odot.state.or.us