

AGENDA ITEM FOR ADMINISTRATIVE MEETING ( ) Discussion only  
( X ) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: MORE Intergovernmental Agreement

<p>Background: Tom Fellows is requesting the county become a member of the Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement. The agreement allows the parties to share equipment and materials upon reasonable request at mutually convenient times and locations. A PowerPoint on the program is attached.</p>	<p>Requested Action: Approve and sign Intergovernmental Agreement</p>
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ATTACHMENTS: PowerPoint; Proposed Agreement

Date: (November 1, 2016) Submitted By: Douglas R. Olsen

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Dept. Heard (copy)
- ( ) Human Resources (copy)
- ( ) Fiscal
- ( X ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:  
Tom Fellows

Needed at Meeting:

\*\*\*\*\*

Scheduled for meeting on: November 2, 2016

Action taken:

\*\*\*\*\*

Follow-up:

# Oregon's **MORE-IGA**



Doing **MORE** with Less!

Doing **MORE** Yes!

[www.MOREoregon.com](http://www.MOREoregon.com)

[www.MOREoregon.com](http://www.MOREoregon.com)

# Oregon's **MORE-IGA**

[www.MOREoregon.com](http://www.MOREoregon.com)

**MORE = Managing Oregon Resources Effectively**

**IGA = Intergovernmental Agreement**

[www.MOREoregon.com](http://www.MOREoregon.com)



# **What** is the **MORE-IGA** ?

**Multi agency IGA that allows  
Oregon's public agencies  
exchange invoices,  
therefore services  
and resources**

**Oregon Revised Statutes #190**

[www.MOREoregon.com](http://www.MOREoregon.com)



# **Who** is part of the **MORE-IGA ?**

Currently **50+** public agencies *(and counting)*

- **20** of Oregon's **36** counties
- **25** cities
- **Others include: transit, service districts, schools / colleges, 911-center, etc.**

[www.MOREoregon.com](http://www.MOREoregon.com)



# Oregon's **MORE-IGA**

## 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:**

# The **Breath** of the **MORE-IGA** ?

“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**”

*Many, many disciplines*



# **Why** the **MORE-IGA** ?

- **Generic – no lead agency**
- **No expiration date**
- **No financial caps**
- **Web-based – self serve**
- **Short / Very Brief – 2 pages**
- **Attorneys Agree!**
- **Open-ended for a wide span of work or activities**



# **When** use the **MORE-IGA ?**

- **Any time !**
- **Daily**
- **Emergencies** (i.e. FEMA)

**Empowerment!**

[www.MOREoregon.com](http://www.MOREoregon.com)



# **How** to join the **MORE-IGA ?**

***Must be a Oregon Public Agency***

***Simple as 1 - 2 - 3:***

- 1. Print two agency signature sheets**
- 2. Sign and mail one to me**
- 3. We web-post for the other agency members**

[www.MOREoregon.com](http://www.MOREoregon.com)



# **What Else** of the **MORE-IGA ?**

- ***We truly collaborate!***
- **We have a Web Bulletin Board**
- **We have *optional* twice a year lunch meetings and just chat**
- **We broadcast members' e-mail inquires...**
- **Great reduction of Agencies' IGAs to maintain**

[www.MOREoregon.com](http://www.MOREoregon.com)



# MORE-IGA's Success!

many,

many,

many!

Over 20-years!

[www.MOREoregon.com](http://www.MOREoregon.com)



# **How** do we know where **MORE-IGA** resources are?

***Institutional and Staff Knowledge***



# MuniRent

[www.MOREoregon.com](http://www.MOREoregon.com)



[www.MOREoregon.com](http://www.MOREoregon.com)

**Doing MORE with Less !**

**Doing MORE Yes !**

**Don Newell**

**MORE**-IGA contract administrator  
Marion County, OR

*Contact information on the web:*

[www.MOREoregon.com](http://www.MOREoregon.com)



# Multi-Agency Intergovernmental Agreements

## in Oregon that generally apply to **Public Works** and **Emergency Management**

(as of September, 2016)

Currently there are three intergovernmental agreements (IGA) that are important to Oregon's county public works and emergency management. It is recommended each county be an active member of each of these as they are briefly described.

### 1. **OMINBUS IGA**

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- a. Proper Name: **Multi-County Omnibus Mutual Aid Agreement**  
"Omnibus" is generally defined as "for all" .... *{everybody on the bus!}*
- b. For Oregon **Counties Only** (no other type of agencies can sign)
  - County to county
  - Counties can use to help their cities and others in their jurisdictions
- c. Purpose / limitations:
  - for Oregon county emergency management only
  - Mutual Aid – time of need
  - **Meets FEMA IGA requirements**
- d. Agencies to date: **16 Oregon counties**
- e. Administered by: Marion County Emergency Management (Public Works)  
Contact: Krista Rowland – [Krowland@co.marion.or.us](mailto:Krowland@co.marion.or.us) Ph: 503.588.5108
- f. Website: (Marion County / Public Works / Emergency Management web page):  
<http://www.co.marion.or.us/PW/EmergencyManagement/omnibus/Pages/default.aspx>
- g. Some characteristics:
  - Web based
  - 13-pages length plus signature page
  - Agencies may offer the first 12-hours of services or equipment without cost
  - Agencies members agree to meet once a year
  - **No expiration date** – no need to renew; may "Opt Out" at will
- h. In brief: IGA for Oregon **county emergency managers** to plan and share resources

### 2. **ODOT Mutual IGA**

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- a. Proper Name: **Oregon Public Works Emergency Response Cooperative Assistance Agreement**
- b. For state agencies, counties, cities, service districts, and public institutions
- c. Purpose / limitations:
  - For emergency / urgency response only
  - Mutual Aid – to assist others in time of need
  - **Meets FEMA IGA requirements**
- d. Agencies (as of 3/27/12 web post): 223 total agencies
  - **34 of the 36 Oregon counties** (94%)
  - 183 of 243 Oregon cities or towns (76%)
  - 2 service districts and the University of Oregon
  - 3 Oregon departments (Agriculture, Transportation, and Parks & Recreation)
- e. Administered by: ODOT – Emergency Response Program
- f. Website: (ODOT/ Highway / Office Of Maintenance/ Emergency Response / Public Works Mutual Aid web page): <http://www.oregon.gov/ODOT/HWY/OOM/Pages/erp/erp.aspx>
- g. Some characteristics:
  - 5 page length plus 2 signature pages
  - Only for emergencies

- Agencies' authorizing signatures must be renewed every 5-years
  - Signature agencies' names are posted on the web site
- h. In brief: Allows resources to be shared **during emergency / urgency events only**

### 3. MORE IGA - [www.MOREoregon.com](http://www.MOREoregon.com)

- a. Proper Name: **Managing Oregon Resources Efficiently**  
Intergovernmental Agreement
- b. For any public agency in Oregon:
- For **public works**, municipal, transportation, engineering, construction, operations, maintenance, service districts, **emergency management and related activities**
  - To share equipment and materials, and provide services
- c. Purpose / limitations:
- For both **regular** and emergency work:  
*- use at any time - including ongoing work*
  - **Meets FEMA IGA requirements**
- d. Agencies to date: 68 total agencies
- **21 Oregon counties**
  - 6 cities
  - 7 service districts
  - 4 others: Chemeketa Community College, METCOM 911, Metro, and Tri-Met
- e. Administered by: Marion County Public Works  
Contact: Don Newell - [DNewell@co.marion.or.us](mailto:DNewell@co.marion.or.us)  
Ph: 503.365.3129
- f. Website: (Marion County / Public Works / Road Maintenance web page) [www.MOREoregon.com](http://www.MOREoregon.com)
- g. Some characteristics:
- Web based
  - Short, 2-pages length plus signature and instruction pages
  - Agencies may offer services / equipment without cost
  - Optional members meetings are twice a year
  - No fiscal caps
  - **No expiration date** - no need to renew; may "Opt Out" at will
  - Signature pages are posted on the web site
  - Web site hosts "Bulletin Board" and other IGA resources
  - The MORE-IGA can streamline the on-going maintenance and reduce a county's inventory of the many IGAs currently in place (i.e. cities, service districts) - *"One IGA serves All"*
- h. In brief, this is a public works based IGA that allows sharing and/or invoices to be exchanged either during emergency events or for performing day-to-day services.

*By having agencies work with each more often they better understand each other, their resources and limitations, especially in times of need.*

**MORE IGA = "Doing MORE with Less - Doing MORE YES!"**

IGA:	OMIBUS	ODOT	MORE
Baker	no	Yes	no
Benton	Yes	no	Yes
Clackamas	Yes	Yes	Yes
Clatsop	Yes	Yes	Yes
Columbia	Yes	Yes	Yes
Coos	no	Yes	Yes
Crook	Yes	Yes	Yes
Curry	no	Yes	no
Deschutes	Yes	Yes	Yes
Douglas	no	Yes	Yes
Gilliam	no	Yes	no
Grant	no	Yes	no
Harney	no	Yes	no
Hood River	Yes	Yes	Yes
Jackson	no	Yes	no
Jefferson	Yes	Yes	no
Josephine	no	Yes	Yes
Klamath	no	Yes	Yes
Lake	no	Yes	no
Lane	no	Yes	Yes
Lincoln	Yes	Yes	Yes
Linn	Yes	Yes	Yes
Malheur	no	Yes	no
Marion	Yes	Yes	Yes
Morrow	no	Yes	no
Multnomah	Yes	Yes	Yes
Polk	Yes	Yes	Yes
Sherman	no	no	no
Tillamook	Yes	Yes	Yes
Umatilla	no	Yes	no
Union	no	Yes	no
Wallowa	no	Yes	no
Wasco	no	Yes	Yes
Washington	Yes	Yes	Yes
Wheeler	Yes	Yes	no
Yamhill	Yes	Yes	Yes
<b>Totals:</b>	<b>17</b>	<b>34</b>	<b>21</b>
<b>Percent:</b>	<b>47%</b>	<b>94%</b>	<b>58%</b>

# 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 as 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, 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 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 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 nor 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 officer, 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 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](mailto:DNewell@co.Marion.or.us)

A new CONTRACT ADMINISTRATOR may be named at any time with the approval of a majority of the PARTIES.

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

- end of the AGREEMENT narrative -

Final MORE-IGA narrative revision date: **March 5, 2013** (no changes or additions are allowed to the above)

# MORE-IGA SIGNATURE PAGE

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

IN THE WITNESS WHEREOF, the PUBLIC ENTITY Umatilla County, Oregon (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

_____ Signature of Officer	<u>11/2/2016</u> Date	<u>Commissioner</u> Officer's title
_____ Signature of Officer	<u>11/2/2016</u> Date	<u>Commissioner</u> Officer's title
_____ Signature of Counsel	<u>11/2/2016</u> Date	<u>Commissioner</u> Counsel's title

Name & title of the AGENCY'S IGA OVERSEER: Tom Fellows, Public Works Director

Address: 3920 Westgate  
Pendleton OR 97801

Office Phone: 541-278-5424 Cell Phone: 541-969-8586

E-mail: tom.fellows@umatillacounty.net

Optional: Name & title of Agency's 2<sup>nd</sup> 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](mailto:DNewell@co.Marion.or.us)  
Telephone: 503.365.3129 MORE-IGA web site: <http://www.MOREoregon.com>
2. Retain a 2<sup>nd</sup> 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.

