

CITY OF MEDFORD
 AGREEMENT PROCESSING CONTROL RECORD

I. INITIATING DEPARTMENT: COMPLETE SECTIONS I & II

INITIATING DEPARTMENT **PARKS & RECREATION** DATE **May 9, 2014**

APCR PREPARED BY **Anne Gordon, Office Administrator** DEPT HEAD **[Signature]**
NAME TITLE SIGNATURE

AGREEMENT OR CONTRACT TITLE **Master Participating Agreement**

AGREEMENT OR CONTRACT PURPOSE **Provide maintenance in park areas and right-of-ways on as as needed basis**

CONTRACT PARTIES **City of Medford and Jackson County**

CONTRACT TERM BEGIN: **07/01/14** END: **06/30/16** 1 YEAR 2 YEAR MORE THAN 2 YEARS
(PROJECTIONS ARE ACCEPTABLE)

DATE OF COUNCIL ACTION **N/A**

OTHER GOVERNMENT(S) AFFECTED **Jackson County**

WHO PREPARED THE AGREEMENT OR CONTRACT **Jackson County**

FINANCIAL IMPACT **Up to a max of \$25,650 annually**

BUDGET ACCOUNT NUMBER: **001-5204-652.22-10 and 098-5204-652.22-10**

BUDGET PROJECT NUMBER (if applicable): _____ BOLI: YES _____ NOXX _____

II. CHECK 'YES' TO ALL APPLICABLE SECTIONS BEFORE ROUTING TO RECORDER'S OFFICE FOR FURTHER PROCESSING
 ('NO' ACCEPTABLE FOR AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES)

	<u>YES</u>	<u>NO</u>	<u>N/A</u>
FUNDING IS AVAILABLE <small>(DEPARTMENTS MUST CERTIFY UNENCUMBERED RESOURCES ARE AVAILABLE TO FULLY FUND THE CONTRACT)</small>	<u>X</u>		
COMPETITVELY SOLICITED			<u>X</u>
OTHER PARTY HAS EXECUTED		<u>X</u>	
PERFORMANCE BOND OR OTHER SECURITY IS ATTACHED			<u>X</u>
INSURANCE CERTIFICATE(S) ATTACHED			<u>X</u>
LEGAL DESCRIPTIONS BEEN RECEIVED AND CHECKED			<u>X</u>

OTHER COMMENTS _____

PROVIDE TWO (2) COPIES OF COMPLETED APCR AND ATTACH TWO (2) COPIES OF AGREEMENT TO BE SIGNED

III. CITY RECORDER: _____

DATE RECEIVED **5/12/14** APCR No. **199-14** DATE Routed **5/12/14**

IV. LAW DEPT **[Signature]** DATE **5/14/14**

V. CITY MANAGER **[Signature]** DATE **5/15/14**

RETURN TO CITY RECORDER

VI. ACTION RECORD: _____

CITY COUNCIL ACTION DATE _____ ORDINANCE NO. _____

MAYOR/CITY MANAGER/DEPT HEAD EXECUTION DATE _____

CITY RECORDER COMPLETION DATE **7-3-14**

DISTRIBUTION: ORIGINAL: City Recorder's Office DEPT RETURNED TO: **Parks**

MASTER PARTICIPATING AGREEMENT

**Between
JACKSON COUNTY
And
CITY OF MEDFORD**

I. ORS 190 AGREEMENT WITH CITY OF MEDFORD

This Participation Agreement is hereby entered into by and between Jackson County, hereinafter known as the County, and, City of Medford hereinafter known as the City. A unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that party to the agreement, its officers or agencies have authority to perform. (ORS 190)

II. RECITALS

- A. Jackson County is responsible for supervision and treatment of offenders. It desires to place selected minimum-security offenders in appropriate work situations to perform work for public benefit while providing opportunities for participation offenders to learn work skills and develop appropriate work habits. These training activities will aid the clients in successfully re-entering society with practical skills and a viable work ethic.
- B. City is responsible for maintaining the land and serving the people within the City of Medford. The parties have a mutual interest in maintenance of the aforementioned land. City and the County desire to cooperate in a program of improving resources in the City and to do such work with Jackson County Work Crews. Work will consist of grounds maintenance of parks, cleaning up homeless camps, digging trails, and similar manual work.
- C. City can facilitate and accomplish work projects for the City by hosting the Jackson County Work Crews, which provide work and training opportunities for the crews.

III. AGREEMENT

A. RESPONSIBILITIES

In consideration of the above premises, the parties agree as follows:

- 1. Mutual – County and City shall mutually agree upon a schedule for the performance of the County's services, allowing time for the City Project Manager to review the work.

2. City of Medford- City
 - a) City will supply a Work Order, in the general form provided as Exhibit A, for each job with Project Work Specifications. Each job will be unique.
 - b) City will supply a person to inspect the work of the County. City will not be on site supervising the County work crew.
3. COUNTY – County agrees to:
 - a) Perform directly the work under this Agreement as described in work order referred to in subparagraph III.2.(a).
 - b) County agrees to provide all equipment, tools, labor and materials required to carry out the specifications of the projects. The work shall be performed using the County’s own equipment. The County shall furnish all supplies and parts.
 - c) County agrees to perform the work expeditiously in conformance to specified Work Orders and in accordance with relevant industry standards.
 - d) County agrees to provide a Work Crew Supervisor on site to directly supervise and lead clients on the crew.

B. CHANGES IN WORK

The County will perform no work beyond that described in the Work Order except pursuant to written change orders submitted to the County by City.

IV. TERM

The term of this agreement shall begin on the date all parties have signed the agreement and terminate on June 30, 2016.

V. CONSIDERATION

- A. City shall be billed by the County, per eight hour day, the following rates:

Job Type	Minimum # of Clients	Price per crew or rental
Work Crew	6	\$400.00
Brushing Crew	6	\$450.00
Chipper Rental		\$127.50
Chipping Crew	2	\$450.00

- B. Reimbursement for work performed shall not exceed a maximum as may be specified in the Work Order without written consent of both County and City.

- C. Consideration shall be paid only after completed work has been inspected and approved by City Project Manager, upon submission of invoice. Invoices for all work performed under this agreement shall be sent to City of Medford, Attention: Anne Gordon, 411 West 8th Street, Room #225, Medford, Oregon 97501. City agrees to pay invoice within (30) days of receipt providing County has met all conditions and requirements of the agreement.

VI. TERMINATION

- A. This agreement may be terminated immediately at any time by mutual consent of both parties, or by either party upon (10) days written notice, in writing, delivered by certified mail. Either party may terminate this agreement effective immediately upon delivery of written notice to the other under any of the following conditions:
 - 1. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity
 - 2. If federal or state laws, rules, regulations, or guidelines are modified, changed or interpreted in such a way that services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payment authorized by this agreement.
 - 3. If any license or certifications required by law or regulation to be held by County to provide the services required by the agreement is for any reason denied, revoked or not renewed.
- B. Any termination of this agreement under paragraph A of this section shall be without prejudice to any obligations or liabilities of either party already accrued prior to termination.

VII. DEFAULT

- A. City by written notice to County of default, including breach of agreement, may terminate the whole or any part of this agreement:
 - 1. If County fails to provide services called for by this agreement, or any extension thereof; or,
 - 2. If County fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms, and the receipt of written notice from City fails to correct such failures within three days or such longer period as City may authorize.

- B. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

VIII. GENERAL CONDITIONS

A. RECORD MAINTENANCE

County shall keep and maintain complete and accurate records concerning all aspects of the work. County shall allow City representative to examine and copy records which are pertinent to the agreement while the work is in progress and within six years after the completion of the work or termination of the agreement. This includes a daily log of who worked at each site on each day.

B. ASSIGNMENT

County shall not assign or transfer interest in this agreement without the express written consent of the City.

C. AMENDMENTS

Terms of this agreement shall not be waived, modified, supplemented or amended, in any manner whatsoever except by written instrument and as signed by both parties.

D. FORCE MAJEURE

County shall not be responsible for delay or default by fire, riot, acts of God and war, which is beyond the County's reasonable control.

E. WAIVER

The failure of City to enforce any provision of this agreement shall not constitute a waiver by City of that or any other provision.

F. INDEMNITY

To extent permitted by the Oregon Tort Claims Act, County will indemnify and defend City from any claim or liability resulting from error, omission, or act of negligence on the part of the County, its officers, employees, or agents in the performance (or nonperformance) of work done pursuant to a Work Order under this agreement provided, however, that neither party shall be required to indemnify the other for any claim, loss or liability arising solely out of the wrongful act of the other party's officers, employees, or agents.

G. INSURANCE

The County is self-insured and maintains adequate and appropriate types of insurance coverage in amounts no less than state law requires for workers compensation, comprehensive general liability covering both body injury and property damage, and automobile liability covering both bodily injury and property damage. Should other parties require that additional insurance coverage beyond State of Oregon levels be maintained throughout the term of this agreement, such parties agree to reimburse County for the additional cost as determined by the County Risk Management Office.

H. COMPLIANCE WITH APPLICABLE LAW

Both parties agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to the agreement.

I. MERGER

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written not specified in this agreement regarding this agreement. Each party, by the signature of its authorized representative, hereby acknowledges that it has read this agreement, understands it and agrees to be bound by its terms and condition.

IN WITNESS WHEREOF, COUNTY and CITY OF MEDFORD have executed this agreement as, the date, signature below.

COUNTY

DANNY JORDAN
(Printed Name) County Administrator

(Title)

[Signature] 6/2/14
(Signature) (Date)

CITY OF MEDFORD

P. E. Swanson
(Printed Name)

City Manager

(Title)

[Signature] 5-15-14
(Signature) (Date)

Approved as to Legal Sufficiency:

[Signature]
Teresa Campbell
Sr. Assistant County Counsel

Project Work Order Form
Jackson County Community Justice

Frank Drake, Supervisor
Phone: 541-774-6638 Fax: 541-774-6629
Email: drakefa@jacksoncounty.org

Requesting Agency: _____

Contact Person: _____

Phone Number: _____ Cell Number: _____ Fax Number: _____

Coordinating Project Manager in the field who will explain the project and specifications, what equipment needed, plan work schedules:

Project Manager and Phone Number: _____

Description of project, equipment or tools requested, special consideration or restrictions:

Requested Date: _____ Ongoing: _____

Agency Representative: _____ Date: _____

CJTC Representative: _____ Date: _____