



RESOLUTION 2013-006

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) FOR PROVISIONS OF GROUNDS-KEEPING SERVICES

WHEREAS, the City of Sherwood desires to enter into an Intergovernmental Agreement (IGA) with the Sherwood School District No. 88J, pursuant to the authority of ORS Chapter 190 (Intergovernmental Cooperation); and

WHEREAS, the City currently provides landscape services to its parks, sports fields, streetscapes and facilities; and

WHEREAS, the School District over the years has constructed public facilities including elementary schools, middle schools, a high school, a maintenance and transportation facility and district office facility, all of which require grounds maintenance that the School District cannot provide to the required standards; and

WHEREAS, combining school district facilities with the City's current operations will allow the School District to focus on its core mission of education.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Council authorizes the City Manager to enter into an Intergovernmental Agreement, attached as Exhibit A, with the Sherwood School District No. 88J for provisions of grounds-keeping services.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 19th day of February 2013.


Bill Middleton, Mayor

Attest:


Sylvia Murphy, CMC, City Recorder

**CITY OF SHERWOOD
SHERWOOD SCHOOL DISTRICT NO. 88J**

Intergovernmental Agreement for Provision of Grounds-Keeping Services

THIS AGREEMENT is entered into by and between the City of Sherwood, Oregon ("City"), and Sherwood School District No. 88J ("District"), pursuant to the authority of ORS Chapter 190 (Intergovernmental Cooperation).

- A. District's focus in the community is the provision of quality educational programs for students and families within the District's boundaries.
- B. District, has over the years constructed public facilities, including four elementary schools, two middle schools, one high school, a maintenance and transportation facility and district office facility (collectively "District Facilities"), all of which require grounds maintenance.
- C. Due to ongoing and long-term fiscal pressures and its need to focus on its core mission of education, District no longer believes it fiscally appropriate to perform its own grounds maintenance at District Facilities at the level appropriate thereto.
- D. City has a fully operational grounds-keeping function for its park facilities and greenspaces and currently provides grounds-keeping services to the District for its sports fields
- E. City and District staff have met and reviewed the District Facilities' grounds-keeping maintenance needs and City staff provided District with a proposal to provide grounds-keeping maintenance services for District Facilities (the "City Proposal"). The City Proposal is attached as Exhibit A.
- F. District has acquired equipment capital assets used in its grounds-keeping operations (the "Grounds-Keeping Equipment") with a current agreed upon value of Sixty Thousand Dollars (\$60,000.00). A list of the Grounds-Keeping Equipment is attached as Exhibit B.

NOW THEREFORE, in consideration of the mutual promises contained herein, City and District agree as follows:

- 1. General Administration – City Responsibilities.
 - a. City will provide District Facilities grounds-keeping maintenance services consistent with the terms of Exhibit A and generally to the same standards employed by the City for City owned/maintained parks, greenspaces and roadside areas.
 - b. It is understood that the vegetated hillsides at the Ridges campus and High School ("Vegetated Hillsides") requires intensive extra work by the City to bring them to a routinely maintainable state. The timing and amount of extra work needed will be determined by the City and be compensated by District at the same rate as other maintenance work covered by this Agreement.

2. General Administration – District Responsibilities.
 - a. District shall pay City for City's actual costs incurred by the City for its District Facility grounds keeping maintenance services (excepting the extra intensive work on the Vegetated Hillides more fully described below) up to a maximum of \$120,000.00 per year for the Initial Term of this Agreement.
 - b. District shall pay the actual cost for the extra intensive Vegetated Hillides work consistent with the City Proposal which work is anticipated to take approximately three (3) years (and which work will be billed separately). Once the Vegetated Hillides have been brought back to a maintainable condition, maintenance thereof will be considered routine grounds-keeping and be included under any monetary cap for those services.
 - c. District will irrevocably transfer ownership of the District's Grounds-Keeping Equipment to City within 30 days of the execution of this Agreement.

3. Payments to City.
 - a. District shall pay City consistent with the terms of the City Proposal, which includes itemized monthly statements from City to District for services rendered.
 - b. District, at its option, may treat the \$60,000.00 value of the transferred Grounds Keeping Equipment as a credit against City's charges relating to the intensive Vegetated Hillides work over the three-year period noted in 2(b) above or over some other period to be mutually agreed upon by City and District.

4. Limitations and Conditions.
 - a. To the extent permitted by Oregon law, City agrees to indemnify District from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from any City's activities under this Agreement, provided, that City shall not be required to indemnify District for any such claims, demands, settlements, or judgments arising from the wrongful acts of District's officers, agents, or employees.
 - b. To the extent permitted by Oregon law, District agrees to indemnify City from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from any of District's activities under this Agreement, provided, that District shall not be required to indemnify City for any such claims, demands, settlements, or judgments arising from the wrongful acts of City's officers, agents, or employees.
 - c. City and District shall each maintain insurance policies during the term of this Agreement sufficient to cover the indemnity obligations set forth above.

5. Initial Term; Extensions.

This Agreement is effective for an Initial Term of three years commencing January 7, 2013 and continuing through June 30, 2016. This Agreement shall automatically annually renew thereafter each July 1 provided City and District execute an addendum establishing District's costs for the applicable up-coming fiscal year by June 30 of the then current fiscal year.

6. Integration.

This Agreement embodies the whole of the agreement between the District and City relating to District Facility grounds-keeping maintenance services and does not affect the separate IGA relative to the City's maintenance of District's sports fields. Any

prior written or oral agreements relating to the matters covered by this agreement are hereby superseded and the terms of this Agreement shall not be waived, altered, modified, supplemented or otherwise amended except by written instrument approved by both the District and City.

7. Severability.

If any provision(s) of this Agreement are held invalid or unenforceable by any court or arbitrator such holding shall not invalidate or render unenforceable any other provisions hereof.

8. Notice.

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to City: Director of Public Works
City of Sherwood, Public Works Department
15527 S.W. Willamette Street
Sherwood, Oregon 97140

If to District: Chief Financial Officer
Sherwood School District
23295 S.W. Main Street
Sherwood, Oregon 97140

9. Oregon Law and Forum; Dispute Resolution.

- a. This Agreement shall be construed according to the laws of the State of Oregon.
- b. In the event of a dispute between City and District over the terms or subject matter covered by this Agreement, the parties shall first attempt to resolve the dispute by negotiation and then by arbitration if negotiation fails to resolve the dispute.
- c. For the negotiation, District and City shall each select one or more person(s) to negotiate on behalf of their respective entity. Those person(s) shall meet and attempt to resolve the matter and if resolved, there shall be a written determination thereof approved by the governing body of both City and District.
- d. In the event the parties cannot resolve the matter through negotiation, any outstanding dispute shall be settled by arbitration. Within thirty (30) days of a notice by either party to the other requesting arbitration, City and District shall select an arbitrator from a list of three (3) obtained from Arbitration Services of Portland, Inc. (ASP). The arbitrator shall, for purposes of the arbitration proceedings, apply the rules of mandatory arbitration as adopted by the ASP in effect at the time of the arbitration. Within sixty (60) days of the appointment of the arbitrator, both City and District shall concurrently submit to the arbitrator (supplying a copy to each other) a written statement of their respective legal and factual positions on the dispute. The arbitrator shall determine, after a hearing on the merits and within forty-five (45) days after receipt of the statements, the determination of the dispute which determination shall be final and binding. Each party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each party shall bear its own expenses for witnesses,

depositions, other costs incurred and attorneys.

10. Independent Contractor Status.

- a. City is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- b. City and its employees are not employees of District and are not eligible for any benefits through the District including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits.

11. Amendments.

City and District may amend this Agreement at any time by written amendment executed by City and District.

12. Non-Waiver.

City and District shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

IN WITNESS WHEREOF, the authorized representatives of the City of Sherwood and the Sherwood School District No. 88J, have HEREBY AGREED:

CITY OF SHERWOOD

SHERWOOD SCHOOL DISTRICT NO. 88J

By _____
Joseph Gall, ICMA-CM
City Manager

By _____
Heather Cordie,
Superintendent

Date signed: _____

Date signed: _____

Exhibit A
Proposal

| Line Items | Total |
|----------------------------|------------------|
| Personnel | \$105,130 |
| Training | \$250.00 |
| Uniform Cost | \$700.00 |
| Materials and Supplies | \$8,920.00 |
| Fuel | \$5,000.00 |
| Total Annual Budget | \$120,000 |

Exhibit B
Ground-keeping Equipment

1. Honda FG110 mini-tiller
2. TurnAer-26 Chariot walk behind aerator
Honda Quadra Cut Variable Speed walk behind mower
3. The Anderson walk behind seed/fertilizer spreader
4. John Deere 325 Riding Mower with Triple Bag Catcher
5. John Deere 534 Riding Mower 4 Wheel Steer with Triple Bag Catcher
6. Rugid pull behind seed/fertilizer spreader
7. Stihl long reach power pruner
8. Shindawa 282 weed-eater
9. Shindawa SP30BPE back pack sprayer
10. Gravely Pro-1748H ride behind mower with Aluminum Side Catcher
11. Honda/McLane edger
12. Stihl back pack blower
13. Stihl back pack blower
14. Toro Commercial walk behind mower
15. John Deere 4200 Tractor with front scoop and mower deck
16. John Deere 855 Tractor with mower deck
17. John Deere 855 Tractor with PTO Rototiller and Front Scoop
18. 6' X 18' Double Axle Utility Trailer with Tilt-Down Ramp
19. 6' X 12' Single Axle Utility Trailer with Tilt Down Ramp and Tool Box
20. Ford F-450 XL Super Duty Dump Truck with Built-In Tool Box