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DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
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September 28, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with Washington County Fleet Services for Preventive Maintenance and Repair Services to BMW Police Motorcycles Owned and Operated by Clackamas County Sheriff’s Office. Agreement value is \$50,000 over 3 years. Funding is through budgeted County General Funds.

Previous Board Action/Review	9/26/23: Request for consent		
Performance Clackamas	- Ensure safe secure communities - Build public trust through good government		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Warren Gadberry	Contact Phone	503-650-3988

EXECUTIVE SUMMARY:

The purpose of this agreement is to utilize Washington County Fleet Services to perform preventative maintenance and repair services to BMW Police Motorcycles owned and operated by Clackamas County Sheriff’s Office or Cities contracting services with Clackamas County. Washington County has the trained and factory certified maintenance staff and equipment needed to provide these services and Clackamas County does not.

RECOMMENDATION: Staff respectfully recommends the Board approve and sign the Intergovernmental Agreement with Washington County for Fleet Services BMW Police Motorcycles Owned and Operated by Clackamas County Sheriff’s Office.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

For Filing Use Only



Contract No: _____

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2023, or upon final signature, whichever is later.
The expiration date is: June 30, 2026; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination on the grounds of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, or disability.
- 4) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 5) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 6) This Agreement may be terminated, with or without cause and at any time, by a party by providing thirty (30) days written notice of intent to the other party(s).
- 7) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 8) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 9) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 10) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 11) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 12) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 13) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.
- 14) If federal grant or other specialty funds are used to fund this IGA, then the provisions of Attachment _____ are required and shall be met by the recipient of federal grant funds through this IGA.

Applicable Not applicable

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Jurisdiction

Authorized Signature

Date

Signatory Printed Name

Title

Address: _____

WASHINGTON COUNTY

Authorized Signature

Date

Signatory Printed Title

Address: _____



ATTACHMENT A

Statement of Work/Schedule/Payment Term

Formal Solicitation/Quote Number (if applicable): N/A

HTTP Link to Solicitation/Quote in County Procurement Portal: N/A

Include the Statement of Work (SOW) below, including a description of the services to be performed by the vendor & payment terms:

- 1) Description of services
 - a. Washington County, Oregon Fleet Services Division shall perform preventative maintenance and repair services to BMW Police Motorcycles owned and operated by Clackamas County Sheriff's Office or Cities contracting services with Clackamas County.
 - b. Said services shall be conducted at Washington County Fleet Services located at the Washington County Walnut Street Center, 1400 SW Walnut Street, Hillsboro, Oregon 97123. Hours of operation for Washington County certified BMW technicians are Monday through Thursday 7am to 5pm. Technician's hours of operation are subject to change. Hours of drop off or pick up for Clackamas County can occur Monday through Friday 6:30am to 4pm.
 - c. Clackamas County or designee shall be responsible for movement of vehicles to and from Washington County Fleet Services site.
 - d. Washington County shall contact Clackamas County Sheriff's Office Fleet Manager or their designee to receive authorization to perform services prior to commencing work or in the event of unexpected repairs determined during the service.
 - e. Washington County shall perform services as recommended by BMW and as outlined in the attached Preventive Maintenance A Service or B Service task lists.
 - f. Washington County shall maintain a secure and dry location outside, undercover to store a spare Clackamas County BMW Motorcycle to be used as a loaner vehicle during service.
 - g. Washington County shall allow reasonable access to the Fleet facility during hours of operation for drop off and pick up of Clackamas County vehicles.
 - h. Washington County agrees to use factory BMW parts or equivalent on all repairs or services. Any deviation from this shall be approved by Clackamas County Fleet Manager or their designee in advance of performing services.
 - i. Repairs to Clackamas County vehicles shall be conducted by a certified BMW technician.
 - j. Washington County agrees to install tires provided by Clackamas County. When the inventory of tires is depleted Clackamas County agrees to purchase tires from Washington County Fleet. Washington County does not warranty or accept liability for tires provided by Clackamas County.
 - k. for tires provided by Clackamas County. Such service requirements may be amended from time to time by Clackamas County and provided to Washington County.
 - l. Washington County may, at the request of Clackamas County and upon mutual



- agreement, provide other repair services.
- m. Clackamas County shall provide to Washington County a list of vehicles to be maintained under this agreement. Clackamas County may add or remove vehicles from this list by sending written notice to the Washington County Fleet Manager or the Fleet Operations Supervisor of the change by Electronic Mail.
- n. The following person, or their designee, have authority to administer the agreement
 - i. Clackamas County Sheriff's Office Fleet Manager and/or their designee
 - ii. Clackamas County Sheriff's Office Traffic Sergeant or Traffic Lieutenant

2) Rates and Charges

- a. Equipment Service Worker labor shall be billed at the rate of **\$130** per hour.
- b. Light Duty Technician labor shall be billed at the rate of **\$155** per hour.
- c. Parts markup shall be applied to applicable parts issued, based upon the actual cost of the part purchased by Washington County Fleet Services plus **33%** markup.
- d. Commercial vendor markup shall be applicable to vendor services, based upon the actual cost paid by Washington County Fleet Services plus **20%**.
- e. The above rates and markups are set for the fiscal year beginning **July 1, 2023 and ending June 30, 2024.**
- f. Rates are reviewed and established each fiscal year. If Rates change an amendment will be performed to update the IGA.

3) Reporting and Billing Process and Payment Terms

- a. Washington County shall, monthly, invoice Clackamas County Sheriff's Office for all services rendered during the month. The invoice shall be sent via email to the Clackamas County Sheriff's Office Finance Division at [CCSO Finance@clackamas.us](mailto:CCSO_Finance@clackamas.us) and the Clackamas County Fleet Services Coordinator, Jason Perkins at jperkins@clackamas.us.
- b. The invoice will provide the cost of services performed for each Clackamas County vehicle/unit identified by license plate and VIN number. The invoice will be accompanied by a copy of the corresponding Work Order for each Clackamas County vehicle/unit detailing the task, labor hours, parts and/or commercial charges for each Clackamas County vehicle/unit.
- c. Payment to Washington County for services rendered shall be made within 30 days of the invoice date.

4) A Services

Preventive Maintenance SERVICE A- 6,000

- CHANGE ENGINE OIL AND FILTER
- CHECK CHARGE STATE OF SECOND BATTERY
- CHECK FRONT AND REAR AXLE NUTS
- CHECK MOVEMENT AND TORQUE OF SIDE STAND AND CENTER STAND
- CHECK REAR SWING ARM FOR WATER INTRUSION



CHECK EXHAUST SYSTEM FOR LEAKS/MOUNTING
CHECK TIRES FOR WEAR/PROPER INFLATION-CHECK IN-SERVICE DATE
PERFORM FUNCTION TEST/CHECK ENGINE START SUPPRESSION
RESET SERVICE DUE 6K OR 12 MONTHS
CHECK FREEDOM OF MOVEMENT OF BOWDEN CABLES (2013 ONLY)
CHECK THROTTLE BELL CRANK FOR CRACKS (2013 ONLY)
BRAKE INSPECTION

5) B Services

Preventive Maintenance SERVICE B- 12,000 Miles

CHANGE ENGINE OIL AND FILTER
CHANGE REAR DRIVE OIL (Every 12K miles or Two years)
CHECK CHARGE STATE OF SECOND BATTERY
CHECK FRONT AND REAR AXLE NUTS
CHECK MOVEMENT AND TORQUE OF SIDE STAND AND CENTER STAND
CHECK REAR SWING ARM FOR WATER INTRUSION
CHECK EXHAUST SYSTEM FOR LEAKS/MOUNTING
CHECK TIRES FOR WEAR/PROPER INFLATION-CHECK IN-SERVICE DATE
PERFORM FUNCTION TEST/CHECK ENGINE START SUPPRESSION
CHECK THROTTLE BELL CRANK FOR CRACKS (2013 ONLY)
RESET SERVICE DUE 6K OR 12 MONTHS
CHECK FREEDOM OF MOVEMENT OF BOWDEN CABLES (2013 ONLY)
CHANGE GEAR BOX OIL (2013 ONLY)
CHANGE AIR FILTER
REPLACE ALTERNATOR BELT (2013 ONLY)
CHECK VALVES AND ADJUST AS NEEDED
BRAKE INSPECTION

6) Brake Fluid Flush every 2 years

7) Engine coolant replaced 4 years from in service date