

**RESOLUTION NO. 1380  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A COOPERATIVE SERVICE AGREEMENT WITH  
OCHOCO IRRIGATION DISTRICT**

**Whereas**, the City of Prineville (“City”) and Ochoco Irrigation District “OID”) each are owners of certain vehicles and equipment such as, but not limited to, dump trucks, excavators, hydro-jetters, automobiles, and graders, hereinafter collectively referred to as “equipment” that City and OID are desirous of exchanging on a temporary basis for the other’s use; and

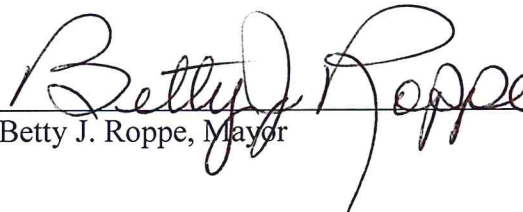
**Whereas**, City and OID wish to have an agreement that delineates the responsibilities and liabilities of each party in relation to their use of the equipment; and

**Whereas**, City staff and OID staff have negotiated an Agreement regarding the equipment; and

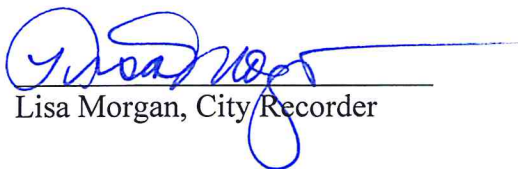
**Whereas**, City staff believes it is in the best interest of the City to approve and execute this agreement.

NOW, THEREFORE, the City of Prineville resolves that the Agreement between the City and OID attached hereto is approved and the Mayor is authorized and directed to sign the agreement.

Approved by the City Council this 18<sup>th</sup> day of December, 2018.

  
Betty J. Roppe, Mayor

ATTEST:

  
Lisa Morgan, City Recorder

## COOPERATIVE SERVICE AGREEMENT

### PARTIES:

#### **City of Prineville**

387 NE Third Street  
Prineville, OR 97754

("City")

#### **Ochoco Irrigation District**

1001 NW Deer Street  
Prineville, OR 97754

("OID")

This Cooperative Service Agreement ("Agreement") is entered into as the date set out below (the "Effective Date") between the City of Prineville, a municipal corporation of the State of Oregon ("City") and Ochoco Irrigation District, a public irrigation district pursuant to the laws of the State of Oregon ("OID"); each of City and OID are "Party" and together the "Parties."

### RECITALS

- A. City and OID are desirous of cooperating to provide each other with vehicles and equipment for the other's use.
- B. The parties wish to memorialize their agreement and delineate responsibilities of each party in relation to the services provided.

### AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. **Term.** This Agreement shall commence on January 1, 2019, shall terminate on December 31, 2019, and shall automatically renew for annual one-year periods beginning on January 1 and terminating on the next subsequent December 31, unless otherwise terminated by either party upon the giving of 30 days written notice to the other party.
2. **Termination.** This Agreement may be terminated by either party upon written notice to the other party of its intention to terminate thirty (30) days prior to the effective date of termination.
3. **Services.** Each party agrees to provide the other, upon reasonable notice as defined hereinafter, certain vehicles and equipment which shall include but not be limited to the following: dump trucks, excavators, hyrdo-jettors, automobiles, and graders, hereinafter collectively referred to as "Equipment."

4. **Notice.** Each party shall provide the other with at least 14-day written notice of its intention to utilize the other's equipment. Each party shall have the right to deny the other the use of its equipment; however, such denial shall not be unreasonable.
5. **Insurance.** Each party shall maintain insurance or self-insurance sufficiently adequate to protect such party from any liability arising from or relating to such party's obligation under this agreement.
6. **Responsibility for Damage or Loss/Indemnification.** City is not responsible for any damages or loss not related to City's acts or omissions while a City vehicle or equipment is in the custody or control of OID. OID is not responsible for any damages or loss not related to OID's acts or omissions while a OID vehicle or equipment is in the custody or control of City. Each party agrees to indemnify, defend, and hold harmless the other from all claims, lawsuits, and actions of whatever nature brought against it which arise as a result of a party having custody or control equipment of the other. This provision is subject to the limitation, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.
7. **Warranties.** Each party expressly disclaims all warranties related to the services provided under this Agreement, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.
8. **Employment Status.** It is mutually understood and agreed by and between the parties hereto that neither this Agreement nor any services performed hereunder shall constitute any change in the employment status of any employees of the parties to this Agreement. It is additionally understood and agreed that neither party shall have the right to control or direct the activities of any employee of the other during the performance of any services under this Agreement. Each of the parties shall, at its own expense, keep in full force and effect during the terms of this Agreement, statutory workers' compensation insurance or adequate self-insurance funds to provide coverage for its own personnel.
9. **Amendment.** This Agreement shall not be amended except by a writing signed by both parties.
10. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties regarding the subject matter hereof and shall supersede all prior or contemporaneous agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written, between the parties, including any additional or different terms or conditions as may be set out in any order form or other document submitted by one party to the other.
11. **Officials Not to Benefit.** No elected official or employee of City or OID shall be personally paid or personally receive directly or indirectly any share or part of this Agreement or any benefit that might arise therefrom.

**12. Venue and Governing Law.** Venue for any and all legal actions regarding the transactions covered herein shall lie in the Circuit Court in and for the County of Crook, State of Oregon, and this Agreement shall be governed by the laws of the State of Oregon.

**13. Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage prepaid, or by email if the recipient provides confirmation, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party.

City: Eric Klann, City Engineer  
City of Prineville  
387 NE Third Street  
Prineville, OR 97754  
eklann@cityofprineville.com

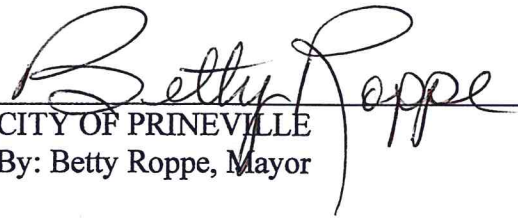
OID: Russell Rhoden  
Ochoco Irrigation District  
1001 NW Deer Street  
Prineville, OR 97754  
ochocoid@crestviewcable.com

**14. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in the other party's sole and absolute discretion.

**15. No Third-Party Beneficiaries.** Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, limit in any way governmental immunity and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties with respect to the subject matter hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

  
CITY OF PRINEVILLE  
By: Betty Roppe, Mayor

Dec 18, 2018  
Date

  
OCHOCO IRRIGATION DISTRICT  
By: Russell Rhoden, Manager

12-12-18  
Date