

**RESOLUTION NO. 1481  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CROOK COUNTY FOR CHIP SEAL**

**Whereas**, City of Prineville (“City”) and Crook County (“County”) are empowered pursuant to ORS 190.010 to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have the authority to perform; and

**Whereas**, City and County are each authorized to perform road maintenance services, including, but not limited to, chip sealing, flagging, traffic control, and the distribution of rock and oil, over the roadways within their respective jurisdictions; and


**Whereas**, City and County wish to allocate responsibilities for a one-time road maintenance project within Prineville, Oregon consisting of 1.3 miles of roadway on Main Street in Prineville, Oregon from Lynn Boulevard thence traveling Southward along Main Street to the urban growth boundary; and

**Whereas**, County has prepared an Intergovernmental Agreement (“Agreement”) for City’s consideration; and

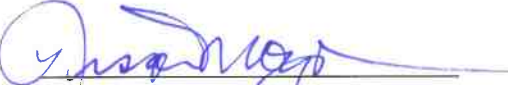
**Whereas**, City staff believes it is in the best interest of the City to approve and execute the Agreement;

**Now, Therefore**, the City of Prineville resolves that the Intergovernmental Agreement attached to this Resolution between the City and County is hereby approved and that the Mayor and the City Manager are authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this 27<sup>th</sup> day of April, 2021.

  
\_\_\_\_\_  
Rodney J. Beebe, Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa Morgan, City Recorder

INTERGOVERNMENTAL AGREEMENT  
For Chip Seal on Lynn Boulevard, Prineville

This intergovernmental agreement (the “Agreement”) is made by and between Crook County, a political subdivision of the State of Oregon (“County”) and the City of Prineville, an Oregon municipal corporation (“City”). As used herein, County and City may each be referred to as a Party, or collectively as the Parties.

RECITALS

- A. *Whereas*, the Parties are empowered pursuant to ORS 190.010 to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform; and
- B. *Whereas*, the Parties are each authorized to perform road maintenance services, including but not limited to chip sealing, flagging, traffic control, and the distribution of rock and oil, over the roadways within their respectively jurisdictions; and
- C. *Whereas*, the Parties wish to allocate responsibilities for a one-time road maintenance project within Prineville, Oregon, as more particularly described herein.

AGREEMENT

*Now, therefore*, for good and valuable consideration, the sufficiency of which is acknowledged, and intending to be bound thereby, the Parties agree as follows:

1. Incorporation of Recitals: The above Recitals are incorporated into and made a part of this Agreement, as terms of contract and not mere recitals.
2. Chip Sealing:
  - a. County will undertake to chip seal 1.3 miles of roadway on Main Street in Prineville, Oregon, from Lynn Blvd thence traveling Southward along Main Street to the urban growth boundary. County will be responsible for obtaining any necessary permits and for traffic management while the work is being performed.
  - b. County will be responsible for complying with the public works and public improvement requirements of the Bureau of Labor and Industries, including, but only to the extent applicable, payment of wages, submission of WH-81 from, and notification to BOLI.
3. Payment:
  - a. County will monitor its expenses using a cost accounting basis, complete with all material, labor, and equipment. City will be charged for County’s

actual costs, provided that City will not be responsible for costs in excess of \$38,833.00 without City's approval, confirmed in writing.

- b. City will remit payment to County within thirty (30) days of City's receipt of County's invoice. County will provide City with such accounting and other documentation verifying County's expenses as City may reasonably request.

4. Scheduling: The work under this Agreement will be on a date and time as the Parties may mutually agree. The Parties estimate that the chip sealing will require two (2) 10-hour workdays to complete.

5. Effective Date/Duration: This Agreement becomes effective when signed by both Parties, and will continue in force until October 31, 2021, unless sooner terminated as described herein.

6. Termination: Either party may terminate this Agreement upon thirty (30) days' prior written notice. Termination or expiration of this Agreement will not prejudice any right or claim which accrues prior to such termination or expiration.

7. Use of Right of Way: For the duration of this Agreement, City grants to County permission to occupy and operate within City's rights-of-way and property as may be reasonably necessary to perform the services under this Agreement. At the completion of the chip sealing, County will restore such City rights-of-way and properties to the same condition as existed before the work began.

8. Assignment: Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either Party. Notwithstanding the foregoing, County may engage the services of subcontractors for some or all of the work described herein, provided, however, that County will remain responsible to City for the completion of the services.

9. Binding Effect: The terms of this Agreement shall be binding upon and inure to the benefit of each of the Parties and each of their respective administrators, agents, representatives, successors, and assigns.

10. Agency and Partnership: Neither Party is, by virtue of this Agreement, a partner or joint venturer with the other Party and neither Party shall have any obligation with respect to the other Party's debts or liabilities of whatever kind or nature.

11. Indemnification:

- a. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall defend, save, hold harmless, and indemnify County and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, employees, contractors, or agents under this Agreement.
- b. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless, and indemnify City and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Agreement.
- c. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

12. Non-Discrimination: Each Party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age, or sexual orientation, suffer discrimination in the performance of this Agreement when employed by either Party. Each Party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Additionally, each Party shall comply with the Americans with Disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. Attorney fees: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each Party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

14. No Waiver of Claims: The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that provision or of any other provision of this Agreement.

15. Severability: Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.

16. Applicable Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, with venue reserved for the Circuit Court of Crook County.


17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by both Parties.

18. Counterparts: This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one and the same original. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CROOK COUNTY COURT

CITY OF PRINEVILLE

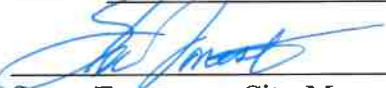
\_\_\_\_\_  
Seth Crawford, County Judge

  
\_\_\_\_\_  
R. Jason Beebe, Mayor

\_\_\_\_\_  
Jerry Brummer, County Commissioner

Date April 27, 2021

\_\_\_\_\_  
Brian Barney, County Commissioner

  
\_\_\_\_\_  
Steve Forrester, City Manager

Date \_\_\_\_\_

Date April 27, 2021