



Location: City Hall – Council Chambers
Date: December 14, 2021
Time: 6:00 PM

City Council Meeting Agenda

Mayor Jason Beebe, Council Members Steve Uffelman, Janet Hutchison, Patricia Jungmann, Gail Merritt, Jeff Papke, Raymond Law and City Manager Steve Forrester
ATTEND TELEPHONICALLY BY CALLING 346-248-7799 Meeting ID: 947 5839 2608 Passcode: 123456

Call to Order

Flag Salute

Additions to Agenda

Consent Agenda

- [1.](#) Regular Meeting Brief 11-09-2021
- [2.](#) Planning Commission Re-Appointments
3. Terry's Jewelry Second Hand License Update

Visitors, Appearances and Requests

4. Retirement Recognitions - Scott Smith & Sgt. James Peterson

Council Presentations

Council Business

5. First Monday In January Council Meeting Discussion - Steve Forrester/Jered Reid

Staff Reports and Requests

- [6.](#) City Manager's Report - Steve Forrester
7. Railroad Update - Matt Wiederholt

Committee Reports

Ordinances

- [8.](#) Ordinance No. 1271 - Amending Chapter 30 of the Prineville Code (**SECOND PRESENTATION**) - Jered Reid / Councilor Papke
- [9.](#) Ordinance No. 1272 - Amending Chapter 32 of the Prineville Code - Josh Smith



Resolutions

- [10.](#) Resolution No. 1509 - Approving an Extension and Amendment to the Public Transportation Services Agreement - Jered Reid
- [11.](#) Resolution No. 1510 - Approving Amendment No. 1 to Chip Seal Project IGA with Crook County - Scott Smith/Justin Severance

Visitors, Appearances and Requests

Adjourn

12. Executive Session - Pursuant to ORS 192.660 (2)(e) - Real Property Negotiations and ORS 192.660 (2)(g) - Trade Negotiations

Agenda items maybe added or removed as necessary after publication deadline



CITY OF PRINEVILLE
Regular Meeting Brief
387 NE Third Street – Prineville, OR 97754
541.447.5627 ph 541-447-5628 fax

Full Meeting Recordings Available at:
<http://cityofprineville.com/meetings/>

City Council Meeting Brief
November 9, 2021

Council Members Present:

Patricia Jungmann
Steve Uffelman
Janet Hutchison
Gail Merritt

Jason Beebe
Jeff Papke

Council Members Absent

Ray Law

Additions to the Agenda

None.

Consent Agenda

1. Regular Meeting Brief 10-26-2021

Councilor Uffelman made a motion to approve consent agenda as presented. Motion seconded. No discussion on motion. Motion carried.

Visitors, Appearances and Requests:

No one came forward.

Council Presentations

None.

Council Business

2. **Council Meeting Start Time**

Councilor Uffelman explained he would like to start at 6:30 rather than 6:00 especially with work sessions prior to the meeting.

Councilors Papke, Merritt and Jungmann all explained they were flexible either way,

Josh Smith, Planning Director said they have moved Planning Commission meetings to 5:30 PM and like it better early. Staff also prefers starting earlier.

Discussions continued regarding executive sessions and planning workshops strategically. We can schedule work sessions during lighter agendas and can plan it enough ahead of time to where it could be announced when the Council meeting would start later if workshops starting before regular Council meetings went later.

Jered Reid, City Attorney explained the regular session start time should stay constant. Mayor Beebe asked if anyone would like to make a motion to change meeting times back to 6:30 PM. No one made a motion.

3. Council Meetings During Thanksgiving and Christmas Week Discussion – Steve Forrester

Steve Forrester, City Manager provided background information stating that we usually do not meet during a holiday week due to traveling. We are in a position right now to where it doesn't look like anything is going to come up.

Councilor Hutchison made motion not to have second Council meeting in November and December. Motion seconded. No discussion on motion. All in favor, motion carried.

4. Intent to Award Valley Floor Well Project – Mike Kasberger / Eric Klann

Mike Kasberger, Assistant City Engineer presented the staff report explaining that this has been discussed many times before. It involves drilling three wells as an exploratory project. There was one bid received from Webedone DBA Abbas Well and they have done good work in the past. This project was budgeted for.

There were no questions.

Councilor Uffelman made a motion to approve intent to award the Valley Floor Well Project to Webedone DBA Abbas Well Drilling in the amount of \$ 712,130.00. Motion seconded. No discussion on motion. All in favor, motion carried.

Staff Reports and Requests:

5. City Manager's Report– Steve Forrester

Mr. Forrester covered the highlights of his Manager's Report that talked about officer and dispatch hiring being difficult.

Public Works: Scott Smith, Street Supervisor received a Pavement Manager of the Year Award from NW Pavement Management. The Taylor NW President has been in paving for 25 years and complimented Scott.

Railroad has quite a bit of business heading our way,

Meadow Lakes carts have been produced, just haven't shipped yet.

Annual audit going well and should have audited numbers in next week.

City hall will be closed Thursday for Veteran's Day and Chief Dale Cummins will be giving a speech on Thursday.

Eric Klann, Public Works Director and the PW crew have made some big changes. Jake Ziegler, has been promoted to superintendent, Pat Goehring is going to project manager and inspector. For the wastewater manager, Jason Wood has stepped into that position and has been doing it since June or July, and Justin Severance is taking Scott's position when he retires. Orin Libolt used to work for Bend for 23 years and is a Prineville resident. We have a good crew underneath us to move forward.

There were no questions or comments.

6. Quarterly Financial Report – Lori Hooper / Liz Schuette

Lori Hooper, Accounting Manager presented the quarterly financial report that included a power point presentation highlighting each of the city funds.

There were no questions.

Committee Reports

Councilor Merritt attended a Central Oregon Intergovernmental Council (COIC) meeting and provided an overview of all of their various programs. COIC just went through audit and they did okay.

There were no other reports.

Ordinances:

7. Ordinance No. 1271 – Adopting Changes to Prineville Code Chapter 30 Jered Reid / Councilor Papke

Mr. Reid provided the background information and gave an update on the Council Governance Committee meeting held. Mr. Reid referred to the clean version of the committee recommended changes. Mr. Reid explained that we had ordinance out one week prior to meeting to be able to

pass in one presentation if voted on unanimously. However, since handing out the clean version of the code amendments, this will need two presentations.

Mr. Reid provided a brief outline of the recommended changes being made.

Councilor Papke thanked the committee and Mr. Reid for the history. Councilor Papke stated that the changes recommended basically cleaned the code up and clarified ambiguity, contradictions, and also provides cleaner more concise information on how to address council. Councilor Jungmann found some information from other cities on council policy and it really doesn't need to be in the code but it could be a benefit to looking at, and is still in play.

Councilor Papke made motion to strike “pecuniary” in Chapter 30.11 and to replace with “financial”. Motion seconded. No discussion on motion. All in favor motion carried.

Council Governance Committee’s recommendation implied motion to approve first presentation of Ordinance No. 1271. No discussion on implied motion from committee. All in favor, motion carried.

Resolutions:

8. Resolution No. 1509 – Approving an Extension and Amendment to Public Transportation Agreement with COIC – Jered Reid

Mr. Reid provided background information. The resolution contains two amendments. One is adopting amendment and two extending the agreement.

Councilor Uffelman had questions about schedule 2.1, an exhibit to the resolution.

Mr. Reid explained that it was intended to include the original agreement in the packet and it would be appropriate to postpone Resolution No. 1509 to the next meeting.

Adjourn

Councilor Papke made a motion to adjourn the meeting. Motion seconded. No discussion on motion. All in favor, motion carried.

Meeting adjourned at 6:56 P.M.

Motions and Outcomes:

Motion:	Outcome	Beebe	Hutchison	Jungmann	Law	Merritt	Papke	Uffelman
Consent Agenda	PASSED	Y	Y	Y	-	Y	-	Y
Motion not to have second Council meeting in November and December.	PASSED	Y	Y	Y	-	Y	Y	Y
Motion to approve intent to award the Valley Floor Well Project to Webedone DBA Abbas Well Drilling in the amount of \$ 712,130.00.	PASSED	Y	Y	Y	-	Y	Y	Y
Motion to strike the word “pecuniary” in Chapter 30.11 and to replace with “financial”.	PASSED	Y	Y	Y	-	Y	Y	Y
Council Governance Committee’s recommendation implied motion to approve first presentation of Ordinance No. 1271- Adopting Changes to Prineville Code Chapter 30 – (FIRST PRESENTATION)	PASSED	Y	Y	Y	-	Y	Y	Y
Resolution No. 1509 – Approving an Extension and Amendment to Public Transportation Agreement with COIC	POSTPONED	-	-	-	-	-	-	-
Adjourn Meeting	PASSED	Y	Y	Y	-	Y	Y	Y

Public Records Disclosure

Under the Oregon public records law, all meeting information, agenda packets, ordinances, resolutions, audio and meeting briefs are available at the following URL:

<https://www.cityofprineville.com/meetings> .



City of Prineville

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

PLANNING COMMISSION RECOMMENDATION

DATE: December 7th, 2021

PURPOSE: Recommendation to Reappoint Planning Commissioners

BACKGROUND:

The term of two of our current Planning Commissioners, Erika Montgomery and Bob Orlando will expired on December 31, 2021. Both Commissioners have expressed the desire to continue their service on the Commission. The remaining Planning Commissioners had no objections to recommending the re-appointments.

Planning Staff supports the recommendation of the Planning Commission as both Commissioners add valuable perspective to the Commission and are reliable contributors to this body.

RECOMMENDATION:

The Planning Commission formally recommends the City Council reappoint Erika Montgomery and Bob Orlando to four-year terms as Planning Commissioners, which would expire on December 31, 2025.


Marty Bailey, Planning Commission Chair

City Manager Update to Council
Council Meeting December 14th, 2021

Public Safety

The Police Department continues to accept donations for Holiday Partnership annual collection. There is still a donation box located just inside the lobby at the Police Department.

Efforts continue to recruit police officers to fill one possibly two positions.

Dispatch

Dispatch is experiencing difficulty in keeping candidates through the testing process for two openings, one for a supervisor position and the other for a communications position. The deadline to apply has closed and we will go for another recruitment round beginning the first of the year.

Public Works

Public Works is busy coordinating with Planning on some big developments that will be happening as well as other projects. The pedestrian bridge at the Barnes Butte Recreation Area (BBRA) is moving along with the footings in place and should be completed by the end of the year.

Rail Road

The Rail Road had a Rail Road Committee meeting on 12/8/2021 and is on the agenda after this report for an update.

Meadow Lakes Golf

Ron's Comfort Food Café is getting busy with holiday parties and will be renewing his lease at Meadow Lakes. The annual Christmas Goose Tournament was last weekend and did very well. Discounted entry fees were offered for groups that brought a toy to donate and approximately 100 toys were collected. Twenty (20) of the new golf carts have arrived, with two more deliveries expected to complete the order by the time this report is sent out.

Airport

It is very likely that two new hangars will be constructed at the airport in the near future. We expect that the activity in Prineville is increasing due to the Bend Airport being at capacity and Redmond Airport being limited to commercial activity.

Planning

The Planning Department is working with developers who are looking at a couple of large subdivisions as well two multi-family developments in different locations that would create over 400 apartments.

Human Resources

We are reviewing applications received this week for the public works positions that were advertised and closed.

Information Technology

IT team is stretched thin right now with multiple projects and assisting in equipment break down and set up due to the Sheriff office and probation offices changing locations. Once this is completed, they will begin with some city hall work stations being moving around.

Finance

The audit is completed and went very well. The Finance Department also received our fifth consecutive “Excellence in Financial Reporting” award from the national Government Finance Officers Association. This is the highest form of recognition in governmental accounting and financial reporting.

City Recorder

The final grant draw request was submitted for the Senior Center Rehabilitation grant, wrapping this project up. Once the original scope of work was completed, there was enough money left to be able to replace additional kitchen equipment that was very much needed to be able to serve our senior community.

General – No Update

City Legal – No Update

EDCO

The annual Prineville/Crook County EDCO luncheon is coming up on January 19th and a calendar invite has been sent to Council members and Department leaders.

Public Relations – The city’s social media page has seen a constant 2% increase month over month this last year and has 13,000+ followers now. Overall this platform has been a very positive interaction with our community and beyond. We will be working on a year in review segment for the Behind the Scenes with the Mayor.

Mayor/Council – We have the Quarterly Strategic Planning Executive Session coming up for the Council on January 11th, and we will likely be moving this to after the regular council meeting rather than before the meeting.

ORDINANCE NO. 1271

AN ORDINANCE ADOPTING CHANGES TO PRINEVILLE CODE CHAPTER 30

Whereas, the City of Prineville Governance Committee compiled amendments to the City of Prineville’s Code Chapter 30 governing City Council, which are attached as Exhibit A and incorporated herein.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF PRINEVILLE DO ORDAIN AS FOLLOWS:

1. That Chapter 30 of the Code of Prineville is amended as shown on Exhibit A.
2. That this ordinance becomes effective thirty (30) days after its passage.

Presented for the first time at a regular meeting of the City Council held on November 9, 2021, and the City Council finally enacted the foregoing ordinance this ____ day of December, 2021.

Rodney J. Beebe
Mayor

ATTEST:

Lisa Morgan, City Recorder

30.01 REGULAR MEETINGS

(A) The Council shall meet in regular session on the second and fourth Tuesdays of each month and the first Monday in January in the Council chambers at the time set by the Council. A meeting may be canceled with the concurrence of a majority of the Council, but in no event shall there be less than one meeting per month.

(B) A regular meeting shall be canceled if the regular meeting date of the Council falls on a legal holiday, as defined by Oregon law.

30.03 COUNCIL WORKSHOP

Council workshops shall be held in accordance with state statutes whenever special circumstances require such a council workshop, and the council workshop shall be called by either the Mayor, City Manager, or two Council members.

30.06 ITEMS TO BE ACTED ON

Only those items on the agenda shall be acted on by the Council. Matters deemed to be emergencies or of an urgent matter by the Mayor, a Council member, the City Manager or City Attorney, may be added to the agenda at the beginning of any Regular or Special Meeting. Matters not on the agenda may be brought before the Council; however, formal action on any matters not on the agenda shall be deferred until a subsequent Council meeting.

30.10 PUBLIC MEMBERS ADDRESSING COUNCIL

(A) Any public member desiring to address the Council, after being recognized by the Presiding Officer, shall be allowed to do so during designated times by Council.

(B) When recognized by the Presiding Officer, those wishing to address the Council shall come to the designated area and state their name and address in an audible tone, unless an exception applies to accommodate persons with disabilities. Persons shall limit their remarks to three minutes unless the Council decides prior to the designated time to allocate more or less time, or an exception is made for persons with disabilities. Remarks shall be limited to address the Council on matters related to City government and properly the object of Council consideration. In the event of a public hearing, remarks shall be limited to testimony involving the object of the public hearing. All remarks and questions shall be addressed to the Presiding Officer and not to any individual Council member, staff member or other person.

(C) No person, other than the Council and the person having the floor, shall be permitted to enter any discussion, either directly or through a member of the Council, without the permission of the Presiding Officer. No public member will be allowed to speak more than once during the designated time.

30.11 VOTING

Every member shall vote when a question is taken, unless the Council excuses the member for a special reason; but no member shall be permitted to vote on any subject in which he/she has a direct financial interest. Two members may demand the vote of either aye or no on any question. If not otherwise controlled by Charter provision, the concurrence of a majority of the members of

the Council present at a Council meeting shall be necessary to decide any question before Council.



STAFF REPORT

MEETING DATE:	12/14/2021	PREPARED BY:	Joshua Smith
SECTION:	Ordinances	DEPARTMENT:	Planning
CITY GOAL(S):	Position the City for the Future, Provide Quality Municipal Services		
SUBJECT:	Update to Chapter 32 (Departments, Boards and Commissions)		

REASON FOR CONSIDERATION: Reorganize the format to be more readable and clarify procedures and processes.

BACKGROUND: There have been a few issues over the years regarding the residency requirement, quorum definition and appointment procedures of Chapter 32. With Council's update to Chapter 30, it was worth reviewing Chapter 32 and recommending updates to Council.

FISCAL IMPACT: None

RECOMMENDATION: Ordinance 1272 Exhibit A, is a clean version of the recommended changes to Chapter 32. A track change version of those changes is attached to this Staff Report and part of this packet. Each section with edits has a purpose statement written in italics below. These statement generalize the reason for the change.

RELATED DOCUMENT(S): Track Change version of the Ordinance to update Chapter 32.

ORDINANCE NO. 1272

AN ORDINANCE ADOPTING CHANGES TO PRINEVILLE CODE CHAPTER 32

Whereas, City of Prineville (“City”) Staff have compiled amendments by restatement to the City of Prineville’s Code Chapter 32 governing Departments, Boards and Commissions, which are attached as Exhibit A and incorporated herein; and

Whereas, this Ordinance was made available to the public at least one week before its presentation to City Council.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF PRINEVILLE DO ORDAIN AS FOLLOWS:

1. That Chapter 32 of the Code of Prineville is amended as shown on Exhibit A.
2. That this ordinance becomes effective thirty (30) days after its passage.

Presented for the first time at a regular meeting of the City Council held on December 14, 2021, and being unanimously approved.

Rodney J. Beebe
Mayor

ATTEST:

Lisa Morgan, City Recorder

CHAPTER 32: DEPARTMENTS, BOARDS AND COMMISSIONS

Section

Planning Commission

32.01 Establishment

32.02 Members

32.03 Chairman and Vice Chairman

32.04 Procedures

32.05 Advisory committees

32.06 Powers

32.07 Recommendations

32.08 Expenditures

Contract Review Board

32.25 Establishment; powers and duties

32.26 Rules

Cross reference:

Crook County-City of Prineville Airport

Commission, see T.S.O. Table IV

Fire Department, see Ch. 95

Police Department, see Ch. 33

PLANNING COMMISSION¹

32.01 ESTABLISHMENT.

There is hereby created a City Planning Commission (hereinafter referred to as the Commission) for the city.

(’91 Code, § 1-2.1) (Ord. 715, passed 1-8-74; Am. Ord. 1161, passed 1-13-09)

32.02 MEMBERS.

(A) **Number of Members.** The Prineville Planning Commission shall be comprised of 7 members.

(B) **Residency.** Members should reside within the Prineville Urban Growth Boundary.

(C) **Qualifications.**

(1) No more than two voting members of the Commission may engage principally in the buying, selling or developing of real estate for profit as individuals, or be members of any partnership, or officers or employees of any corporation that engages principally in the buying, selling or developing of real estate for profit. No more than two members shall be engaged in the same kind of occupation, business, trade or profession.

(2) Consideration should be given, whenever possible, to representation of backgrounds consistent with the skill set needed for the commission, a balance of viewpoints, and diversity, including representation for all of the community.

(D) Appointments. Appointments shall be made by the Mayor with confirmation by the Council. The Mayor or a Committee established by the Mayor, shall interview candidates for appointment. Unless recommended by the Mayor, Council member, or City Manager, Commission candidates seeking reappointment shall not require an interview.

(E) Terms. All members shall be appointed or re-appointed for four year terms beginning on January 1 of each year. Vacancies shall be filled for the unexpired term of the predecessor in office. All terms shall initially be staggered for one, two or three years to prevent all terms from expiring at once.

(F) Removal. A commission member serves at the pleasure of the Council and may be removed or replaced at any time following a motion approved by the Council. Removal may be based on misconduct, nonperformance of duty, or three or more successive unexcused absences from regular meetings.

~~The Commission shall consist of seven members to be appointed by the City Council for four year terms, or until their respective successors are appointed and qualified; provided, that in the first instance, the terms of the initial members shall be staggered for one, two, three or four years. Any vacancy shall be filled by the City Council for the unexpired term of the predecessor in office. All of the members of the Commission shall serve without compensation. At least five members of the Commission shall reside within Prineville city limits. Not more than two members of the Commission may be residents of the current Urban Growth Boundary of the city. No more than two voting members shall be engaged principally in the buying, selling or developing of real estate for profit as individuals, or be members of any partnership or officers or employees of any corporation that is engaged principally in the buying, selling or developing of real estate for profit. No more than two voting members shall be engaged in the same kind of business, trade or profession.~~

('91 Code, § 1-2.2) (Ord. 715, passed 1-8-74; Am. Ord. 927, passed 9-27-88; Am. Ord. 1013, passed 8-1-94; Am. Ord. 1161, passed 1-13-09)

Purpose: Reorganized to be in a more readable format. Residency requirements were expanded to include the entire Urban Growth Boundary to increase the pool of applicants. An actual appointment process has also been established. Traditionally, the Commission interviews and presents candidates to the Council; however, this is problematic since the interviews must be conducted in an open hearing.

32.03 CHAIRMAN AND VICE CHAIRMAN.

At its first meeting of each year, the Planning Commission shall elect from among its membership a Chairperson and Vice-Chairperson. The Chairperson or Vice-Chairperson, acting as Chairperson, shall have the right to make or correct motions and vote on all matters before the Commission. A majority of the Commission may replace its Chairperson or Vice-Chairperson with another member at any time during the calendar year.

~~The Commission shall elect a Chairman and Vice-Chairman, both of whom shall be members of the Commission.~~

('91 Code, § 1-2.3) (Ord. 715, passed 1-8-74; Am. Ord. 1161, passed 1-13-09)

Purpose: To expand on the process of selecting a Chair and Vice Chair. This is essentially how the Commission operates today.

32.04 PROCEDURES.

(A) Meeting Schedule. The Commission shall meet at least once a month to conduct City business, at such times and places as may be fixed by the Commission. If no City business is scheduled the meeting may be canceled by the Chairman.

(B) Meeting Conduct. The Rules of Parliamentary Law and Practice as in Robert's Rules of Order shall govern each commission meeting. The Commission may establish rules, regulations and procedures for its operation consistent with the laws of the State, City and County.

(C) Open to the Public. All meetings shall be open to the public.

(D) Quorum. A majority of the voting members of the committee shall constitute a quorum.

(E) Special meetings. Special meetings may be called at any time by the Chairman or by two members by written notice served upon each member of the Commission at least 24 hours before the time specified for the proposed meeting and with compliance with ORS Chapter 192.

~~(A) Four members of the Commission shall constitute a quorum.~~

~~(B) The Commission may make and alter rules and regulations governing the transaction of its business consistent with laws of this state and with the City Charter and ordinances.~~

~~(C) The Commission shall meet at least once a month, at such times and places as may be fixed by the Commission.~~

~~(D) Special meetings may be called at any time by the Chairman or by three members by written notice served upon each member of the Commission at least 24 hours before the time specified for the proposed meeting, and after compliance with ORS Chapter 192.~~

('91 Code, § 1-2.5) (Ord. 715, passed 1-10-74; Am. Ord. 1161, passed 1-13-09. Formerly 32.05)

Purpose: Reorganized to be in a more readable format. Formally establish Robert's rules of Order, which the Commission currently uses. Adjust the definition of a quorum to be consistent with the quorum definition of Council. Currently, the Code requires a fixed number, which is the majority of seven; however, this does not account for vacancies or when members must recuse themselves due to an ethical conflict of interest.

32.05 ADVISORY COMMITTEES.

(A) For the purpose of obtaining citizen participation, the Commission may establish advisory committees on specific planning categories such as but not limited to land use, economics, housing, transportation, solid waste, natural resource management, open space and recreation.

(B) The Commission shall consult with each advisory committee established under this section in the preparation, adoption, revision and implementation of a comprehensive or other plans for the city. The Commission shall furnish each such committee with technical and other assistance.

('91 Code, § 1-2.6) (Ord. 715, passed 1-10-74; Am. Ord. 1161, passed 1-13-09. Formerly 32.06)

32.06 POWERS.

(A) Act in an advisory capacity to the Prineville City Council regarding the City's comprehensive planning program, using citizen input and public hearings when appropriate.

(B) Serve in a quasi-judicial capacity on land development proposals by conducting public hearings and issuing decisions on applications and appeals pursuant to the City's land use code and procedures.

(C) Act as the Citizens Involvement Committee for the Council. The Commission may be asked to make recommendations regarding the location of thoroughfares, public buildings, parks, public facilities, and any other matter relating to the planning and development of the city.

(D) Study and propose measures that are advisable for promotion of the public interest, health, morals, safety, comfort, convenience and welfare of the City and the Prineville area. The Commission may make recommendations on its own initiative or at the request of the City Council.

~~The Commission shall have all the powers which are now or hereafter granted to it by ordinance of this city or by general laws of the state. The Commission shall make recommendations regarding subdivisions of land and land use to the City Council, to public officials and to individuals and may make recommendations regarding the location of thoroughfares, public buildings, parks and other public facilities, and regarding any other matter relating to the planning and development of the city. The Commission may make studies, hold hearings and prepare reports and recommendations on its own initiative or at the request of the City Council.~~

('91 Code, § 1-2.8) (Ord. 715, passed 1-10-74; Am. Ord. 1161, passed 1-13-09. Formerly 32.08)

Purpose: Reorganized to be in a more readable format.

32.07 RECOMMENDATIONS.

All recommendations and suggestions made to the City Council by the Commission shall be in writing.

('91 Code, § 1-2.9) (Ord. 715, passed 1-10-74; Am. Ord. 1161, passed 1-13-09. Formerly 32.09)

32.08 EXPENDITURES.

The Commission shall have no authority to make expenditures on behalf of the City, or to obligate the City for the payment of any sums of money, except as herein provided, and then only after the City Council shall have first authorized the expenditures by appropriate resolution, which resolution shall provide an administrative method by which the funds shall be drawn and expended.

('91 Code, § 1-2.10) (Ord. 715, passed 1-10-74; Am. Ord. 1161, passed 1-13-09. Formerly 32.10)

CONTRACT REVIEW BOARD

32.25 ESTABLISHMENT; POWERS AND DUTIES.

Pursuant to ORS 279.055, the Council of the city is hereby continued as the City Contract Review Board. The Board shall have all the powers granted it by ORS 279.055.

('91 Code, § 1-9.1) (Ord. 955, passed 3-12-91)

32.26 RULES.

The Board shall not exercise its authority until it has adopted rules by resolution to carry out its powers and duties.

('91 Code, § 1-9.2) (Ord. 955, passed 3-12-91)

¹Prior legislation: '91 Code, §§ 1-2.4, 1-2.7.

CHAPTER 32: DEPARTMENTS, BOARDS AND COMMISSIONS

Section

Planning Commission

32.01 Establishment

32.02 Members

32.03 Chairman and Vice Chairman

32.04 Procedures

32.05 Advisory committees

32.06 Powers

32.07 Recommendations

32.08 Expenditures

Contract Review Board

32.25 Establishment; powers and duties

32.26 Rules

Cross reference:

Crook County-City of Prineville Airport

Commission, see T.S.O. Table IV

Fire Department, see Ch. 95

Police Department, see Ch. 33

PLANNING COMMISSION

32.01 ESTABLISHMENT.

There is hereby created a City Planning Commission (hereinafter referred to as the Commission) for the city.

32.02 MEMBERS.

(A) **Number of Members.** The Prineville Planning Commission shall be comprised of 7 members.

(B) **Residency.** Members should reside within the Prineville Urban Growth Boundary.

(C) **Qualifications.**

(1) No more than two voting members of the Commission may engage principally in the buying, selling or developing of real estate for profit as individuals, or be members of any partnership, or officers or employees of any corporation that engages principally in the buying, selling or developing of real estate for profit. No more than two members shall be engaged in the same kind of occupation, business, trade or profession.

(2) Consideration should be given, whenever possible, to representation of backgrounds consistent with the skill set needed for the commission, a balance of viewpoints, and diversity, including representation for all of the community.

EXHIBIT A

(D) **Appointments.** Appointments shall be made by the Mayor with confirmation by the Council. The Mayor or a Committee established by the Mayor, shall interview candidates for appointment. Unless recommended by the Mayor, Council member, or City Manager, Commission candidates seeking reappointment shall not require an interview.

(E) **Terms.** All members shall be appointed or re-appointed for four year terms beginning on January 1 of each year. Vacancies shall be filled for the unexpired term of the predecessor in office. All terms shall initially be staggered for one, two or three years to prevent all terms from expiring at once.

(F) **Removal.** A commission member serves at the pleasure of the Council and may be removed or replaced at any time following a motion approved by the Council. Removal may be based on misconduct, nonperformance of duty, or three or more successive unexcused absences from regular meetings.

32.03 CHAIRMAN AND VICE CHAIRMAN.

At its first meeting of each year, the Planning Commission shall elect from among its membership a Chairperson and Vice-Chairperson. The Chairperson or Vice-Chairperson, acting as Chairperson, shall have the right to make or correct motions and vote on all matters before the Commission. A majority of the Commission may replace its Chairperson or Vice-Chairperson with another member at any time during the calendar year.

32.04 PROCEDURES.

(A) **Meeting Schedule.** The Commission shall meet at least once a month to conduct City business, at such times and places as may be fixed by the Commission. If no City business is scheduled the meeting may be canceled by the Chairman.

(B) **Meeting Conduct.** The Rules of Parliamentary Law and Practice as in Robert's Rules of Order shall govern each commission meeting. The Commission may establish rules, regulations and procedures for its operation consistent with the laws of the State, City and County.

(C) **Open to the Public.** All meetings shall be open to the public.

(D) **Quorum.** A majority of the voting members of the committee shall constitute a quorum.

(E) **Special meetings.** Special meetings may be called at any time by the Chairman or by two members by written notice served upon each member of the Commission at least 24 hours before the time specified for the proposed meeting and with compliance with ORS Chapter 192.

32.05 ADVISORY COMMITTEES.

(A) For the purpose of obtaining citizen participation, the Commission may establish advisory committees on specific planning categories such as but not limited to land use, economics, housing, transportation, solid waste, natural resource management, open space and recreation.

(B) The Commission shall consult with each advisory committee established under this section in the preparation, adoption, revision and implementation of a comprehensive or other plans for the city. The Commission shall furnish each such committee with technical and other assistance.

('91 Code, § 1-2.6) (Ord. 715, passed 1-10-74; Am. Ord. 1161, passed 1-13-09. Formerly 32.06)

32.06 POWERS.

(A) Act in an advisory capacity to the Prineville City Council regarding the City's comprehensive planning program, using citizen input and public hearings when appropriate.

EXHIBIT A

(B) Serve in a quasi-judicial capacity on land development proposals by conducting public hearings and issuing decisions on applications and appeals pursuant to the City's land use code and procedures.

(C) Act as the Citizens Involvement Committee for the Council. The Commission may be asked to make recommendations regarding the location of thoroughfares, public buildings, parks, public facilities, and any other matter relating to the planning and development of the city.

(D) Study and propose measures that are advisable for promotion of the public interest, health, morals, safety, comfort, convenience and welfare of the City and the Prineville area. The Commission may make recommendations on its own initiative or at the request of the City Council.

32.07 RECOMMENDATIONS.

All recommendations and suggestions made to the City Council by the Commission shall be in writing.

32.08 EXPENDITURES.

The Commission shall have no authority to make expenditures on behalf of the City, or to obligate the City for the payment of any sums of money, except as herein provided, and then only after the City Council shall have first authorized the expenditures by appropriate resolution, which resolution shall provide an administrative method by which the funds shall be drawn and expended.

('91 Code, § 1-2.10) (Ord. 715, passed 1-10-74; Am. Ord. 1161, passed 1-13-09. Formerly 32.10)

CONTRACT REVIEW BOARD

32.25 ESTABLISHMENT; POWERS AND DUTIES.

Pursuant to ORS 279.055, the Council of the city is hereby continued as the City Contract Review Board. The Board shall have all the powers granted it by ORS 279.055.

32.26 RULES.

The Board shall not exercise its authority until it has adopted rules by resolution to carry out its powers and duties.

**RESOLUTION NO. 1509
CITY OF PRINEVILLE, OREGON**

A RESOLUTION APPROVING AN EXTENSION AND AMENDMENT TO THE PUBLIC TRANSPORTATION SERVICES AGREEMENT BETWEEN CITY OF PRINEVILLE AND CENTRAL OREGON INTERGOVERNMENTAL COUNCIL

RECITALS:

Whereas, on or about March 11, 2020, the City of Prineville (“City”) entered into a Public Transportation Services Agreement (“Agreement”) attached hereto as Exhibit A, with Central Oregon Intergovernmental Council (“COIC”) to perform certain public transportation and related services for and on behalf of the City.

Whereas, City’s payment for the public transportation and related services is funded with Federal Transit Administration Section 5210 funds obtained through the Oregon Department of Transportation (“ODOT”) and City’s required local match funds.

Whereas, the Agreement expires on December 31, 2021; however, may be renewed for two additional consecutive terms of two years each upon the parties’ mutual written consent.

Whereas, on or about June 22, 2021, City’s grant with ODOT was amended for Fiscal Years 2021 and 2022, which requires an Amendment to Schedule 2.1 of the Agreement.

Whereas, COIC has prepared a First Amendment to Public Transportation Services Agreement (“Amendment”) and First Extension to the Public Transportation Services Agreement (“Extension”), which are both attached to this Resolution.

Whereas, City staff believes it is the best interest of the City to approve and execute the attached Amendment and Extension.

Now, Therefore, the Prineville City Council hereby resolves that the attached Amendment and Extension between the City and COIC is hereby approved and that the City Manager is authorized to sign such Agreement on behalf of the City of Prineville. Unless modified, the Council affirms and ratifies all other terms and conditions of the Agreement.

Passed by the City Council this ____ day of December, 2021.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

First Amendment to the Public Transportation Services Agreement between the City of Prineville and Central Oregon Intergovernmental Council

This First Amendment to the January 1, 2020 **Public Transportation Services Agreement** between the City of Prineville (“City”), an Oregon municipal corporation, and Central Oregon Intergovernmental Council (“Contractor”), an Oregon intergovernmental entity organized under ORS Chapter 190, is effective July 1, 2021, according to the following terms:

TERMS OF AMENDMENT

1. Recital A, strike the third sentence and replace with:

“City’s receipt of the grant funds, and payment for the public transportation and related services, is subject to the terms and conditions contained in the referenced Grant number(s) in Schedule 2.1.”
2. The attached Schedule 2.1 shall replace the original Schedule 2.1.
3. Except as explicitly amended herein, all other provisions of the original Agreement remain in effect.

Signator’s Warranty:

Each party warrants to each other party that they are fully authorized and competent to enter into this **Amendment to the Public Transportation Services Agreement between the City of Prineville and Central Oregon Intergovernmental Council** in the capacity indicated by their signature and agrees to be bound by this amended Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement Amendment the day and year below.

Central Oregon Intergovernmental Council

City of Prineville, an Oregon Municipal Corporation

By: _____

By: _____

Tammy Baney

Print name: Steve Forrester

Executive Director

Its: City Manager

Date:

Date:

Schedule 2.1
Fee Schedule

Subject to the terms and conditions found in this Agreement and pursuant to relevant Agreements between the City and ODOT, City will pay Contractor the following compensation in consideration of the Contractor's performance of the Services in Accordance with this Agreement:

Grant Period	5310 Grant Fund	City of Prineville Contribution	
		5310 Grant Match	Total
July 1 2019 - June 30 2020 (ODOT #33555)	\$82,988.00	\$9,500.00	\$9,500.00
July 1 2020 - June 30 2021 (ODOT #33555)	\$82,988.00	\$9,500.00	\$9,500.00
July 1 2021 - June 30 2022 (ODOT #35166)	\$87,139.00	\$9,973.00	\$9,973.00
July 1 2022 - June 30 2023 (ODOT #35166)	\$91,495.00	\$10,472.00	\$10,472.00

Subtotal	\$344,610.00	\$39,445.00
----------	--------------	-------------

Total compensation for this Agreement shall not exceed **\$384,055.00**.

Using only eligible costs, Contractor's performance of the Services will be billed quarterly by Contractor within 30 days following the end of each quarter. Contractor will submit quarterly invoices to City for the Services performed by Contractor. City will pay the amount due under each Invoice within thirty (30) days after City's receipt of the applicable Invoice.

**First Extension to the Public Transportation Services Agreement between the City of Prineville
and Central Oregon Intergovernmental Council**

This **First Extension** to the January 1, 2020 **Public Transportation Services Agreement** between the City of Prineville (“City”), an Oregon municipal corporation, and Central Oregon Intergovernmental Council (“Contractor”), an Oregon intergovernmental entity organized under ORS Chapter 190, is effective upon full execution.

This Extension is made pursuant to Section 4.1 of the above-referenced Agreement.

Signator’s Warranty:

Each party warrants to each other party that they are fully authorized and competent to enter into this **Amendment to the Public Transportation Services Agreement between the City of Prineville and Central Oregon Intergovernmental Council** in the capacity indicated by their signature and agrees to be bound by this amended Agreement.

IN WITNESS WHEREOF, the parties hereto have executed Agreement the day and year herein above written.

Central Oregon Intergovernmental Council

City of Prineville, an Oregon Municipal Corporation

By: _____

By: _____

Tammy Baney

Steve Forrester

Executive Director

City Manager

Date:

Date:

PUBLIC TRANSPORTATION SERVICES AGREEMENT

This Public Transportation Services Agreement (this "Agreement") is dated March 11, 2020, but made effective for all purposes as of January 1, 2020 (the "Effective Date"), and is entered into between City of Prineville ("City"), an Oregon municipal corporation, whose address is 387 NE Third Street, Prineville, Oregon 97754, and Central Oregon Intergovernmental Council ("Contractor"), an Oregon intergovernmental entity organized under ORS Chapter 190, whose address is 334 NE Hawthorne Avenue, Bend, Oregon 97701.

RECITAL:

A. City desires to contract with Contractor to perform certain public transportation and related services for and on behalf of City. City's payment for the public transportation and related services will be funded with Federal Transit Administration Section 5310 funds obtained through the Oregon Department of Transportation ("ODOT") and City's required local match funds. City's receipt of the grant funds, and payment for the public transportation and related services, is subject to the terms and conditions contained in that certain Rail and Public Transit Division Oregon Department of Transportation Agreement No.: 33555 dated effective July 1, 2019 between City and State of Oregon, acting by and through ODOT (the "Grant Contract").

B. Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services (as defined below) for and on behalf of City.

AGREEMENT:

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

1. Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following public transportation services for and on behalf of City (collectively, the "Services"): (a) those public transportation services identified in the attached Schedule 1.1; (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services identified in the attached Schedule 1.1; and (c) such other public transportation and related services requested by City from time to time. Contractor will (x) consult with and advise City on all matters concerning the Services reasonably requested by City, (y) communicate all matters and information concerning the Services to City's Public Works Director (the "Director") (or his or her designee) and perform the Services under the general direction of the Director (or his or her designee), and (z) devote such time and attention to the performance of the Services as necessary or appropriate to perform the Services in accordance with this Agreement. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement.

1.2 Schedule. Contractor will provide the Services commencing on the Effective Date. Contractor will perform the Services expeditiously, in a timely manner, and in accordance with this Agreement.

1.3 Independent Contractor; Taxes; Licenses. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor is free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. City will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor is solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and

Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

1.4 **Condition Precedent: Conflict.** Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on (a) Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 3.5, and (b) City's receipt of sufficient grant funds under the Grant Contract to pay for Contractor's services under this Agreement. This Agreement is made subject to the terms and conditions contained in the Grant Contract. If a conflict should arise between this Agreement and the Grant Contract, the terms of the Grant Contract will control.

2. **Compensation.**

2.1 **Compensation.** Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor an annual fixed fee in the amounts identified in the attached Schedule 2.1. Each annual fixed fee will be paid in equal quarterly installments. Contractor will submit quarterly invoices to City concerning the Services performed by Contractor during the immediately preceding quarter (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor; (b) the applicable fee(s) for performing the Services; and (c) all other information reasonably requested by City. City will pay the amount due under each Invoice within 30 days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the subject Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City in any given fiscal year under this Agreement will not exceed the applicable fixed fee set forth in the attached Schedule 2.1.

2.2 **Reimbursement Requests: Quarterly Reports.** City will complete and submit quarterly grant reimbursement requests (the "Reimbursement Request(s)") to ODOT. City will report quarterly performance achievements, including anticipated performance achievements for the upcoming quarter, via City's completion and submission of the Agency Periodic Reports through ODOT's Oregon Public Transit Information System (the "Periodic Report(s)"). Contractor will assist City with City's timely completion and submission of the Reimbursement Requests, Periodic Reports, and all other submissions required under the Grant Contract.

2.3 **No Benefits; No Reimbursement.** City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

3. **Representations; Warranties; Covenants.**

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

3.1 **Authority; Binding Obligation; Conflicts.** Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 Grant Contract. Prior to the Effective Date, (a) Contractor had the opportunity to review (and has reviewed) the Grant Contract and all Laws (as defined below), and (b) Contractor had the opportunity to ask questions and receive answers concerning the Grant Contract. Contractor obtained all information Contractor deems necessary or appropriate to evaluate the Grant Contract and this Agreement. Contractor will timely pay and perform all obligations applicable to Contractor under the Grant Contract (which City is required to pass-through to Contractor under the Grant Contract), including, without limitation, (x) Contractor's record retention and access obligations under Section 8, (y) submission to audit obligations under Section 8 (if applicable), and (z) insurance and indemnification obligations under Section 9. Contractor will assist City with City's performance of City's obligations under the Grant Contract.

3.3 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently and without delay, in good faith, in a safe, lawful, and professional manner, and in accordance with this Agreement and the Grant Contract. The Services will be performed subject to and in accordance with the Laws. Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay.

3.4 Insurance.

3.4.1 During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement and/or applicable laws and regulations, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Contractor is required to obtain under this Agreement may not be cancelled without 10 days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon City's demand.

3.4.2 Without otherwise limiting or modifying Contractor's insurance obligations under Section 3.4.1, in accordance with the Grant Contract, Contractor will obtain and maintain the insurance identified in the attached Exhibit A. Notwithstanding anything contained in this Agreement to the contrary, City may increase the minimum levels of insurance Contractor is required to obtain and maintain under this Agreement after providing Contractor 90 days' prior written notice of the insurance increase.

3.5 Compliance with Laws. Contractor will perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from City. The Services will be performed subject to and in accordance with all applicable requirements, including, without limitation, all rules, regulations, and/or requirements arising out of or under the Grant Contract. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning

Contractor, this Agreement, the Grant Contract, and/or the Services, including, without limitation, all federal, state, and local laws, regulations, and ordinances identified under the Grant Contract and/or applicable to the provision of transit services and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.6 Indemnification.

3.6.1 Contractor will defend, indemnify, save, and hold City and each present and future City employee, officer, agent, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) damage, injury, and/or death to person or property caused by Contractor's acts and/or omissions (and/or the acts and/or omissions of Contractor's directors, officers, employees, agents, representatives, consultants, and/or contractors (individually and collectively, "Contractor Representative(s)"); (b) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; (c) Contractor's (and/or Contractor's Representatives) performance of the Services; and/or (d) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.6.1 will survive the termination of this Agreement.

3.6.2 Contractor will defend, indemnify, save, and hold State of Oregon ("State") and its officers, employees, and agents harmless for, from, and against all claims, actions, liabilities, damages, losses, and/or expenses, including, without limitation, attorney fees and costs, arising from a tort, as now or hereafter defined in ORS 30.260, caused, and/or alleged to be caused, in whole or in part, by Contractor's negligent or willful acts or omissions (and/or Contractor's Representatives) (individually and collectively, "Claims"). State will, in all instances, except for Claims arising solely from State's negligent or willful acts or omissions, be indemnified by Contractor from and against all Claims. Contractor will not defend any Claim in the name of State (or any State agency), nor purport to act as State's legal representative (or any State agency) without the prior written consent of the Oregon Attorney General. State may, at any time at its election, assume its own defense and settlement if State determines that Contractor is prohibited from defending State or that Contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Contractor if State elects to assume its own defense. Contractor's indemnification obligations provided in this Section 3.6.2 will survive the termination of this Agreement.

3.7 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Contractor's permission. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

3.8 Records. Contractor will maintain complete and accurate records concerning all Services performed and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services will be made available to City for inspection, copying, and/or audit immediately upon City's request.

4 Term; Termination.

4.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until December 31, 2021, unless sooner terminated as provided in this Agreement. This Agreement may be renewed for two additional consecutive terms of two years each (for a total cumulative maximum term of six years) upon the parties' mutual written agreement; provided, however, City makes no representations, guarantees, commitments, and/or promises to extend the term of the Agreement after the initial two-year term. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and Contractor, and/or (b) by City for convenience and without cause by providing 30 days' prior written notice of such termination to Contractor.

4.2 Termination For Cause. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following "for cause" events: (a) Contractor engages in any form of dishonesty or conduct that reflects adversely on City's reputation or operations; (b) Contractor fails to comply with any Law; (c) problems occur in connection with Contractor's performance of the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any "for cause" event has occurred will be made by City in City's sole discretion.

4.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Contractor will deliver to City all materials and documentation related to or concerning the Services. Termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action a party may have against the other party.

5. Miscellaneous.

5.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

5.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

5.3 Governing Law; Venue; Remedies. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction

governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Crook County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Crook County, Oregon. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

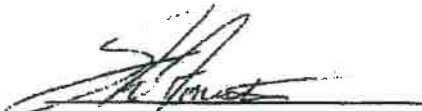
5.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. If any provisions contained in an attached exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the provisions of this Agreement will control. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

5.5 Waiver: Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all other oral or written negotiations, discussions, representations, and/or agreements. Contractor has not relied on any City promises, statements, representations, and/or warranties except as set forth expressly in this Agreement.

5.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

CITY:
City of Prineville,
an Oregon municipal corporation



By: Steve Forrester, City Manager

Federal Tax Id. No.: 93-6002239

CONTRACTOR:
Central Oregon Intergovernmental Council,
an Oregon intergovernmental entity organized under
ORS Chapter 190



By: Tammy Baney, Executive Director

Federal Tax Id. No.: 93-0620261

Schedule 1.1
Description of Services

In addition to all other Services provided under this Agreement, Contractor will perform the following Services for and on behalf of City:

1. Contractor will provide those transit services identified under the Grant Contract. Contractor will provide demand responsive general public transportation for City within City's boundaries depicted and identified in the Prineville Rural Dial-A-Ride Service Area Map attached hereto as Exhibit D. The public transportation service is demand-response. Passengers are picked up at their origin and dropped off at their destination. Demand responsive services will be provided Monday through Friday from 7:00 a.m. to 5:30 p.m., until the parties' agree otherwise in writing.

2. Contractor will transfer passengers via the Community Connector shuttle to Redmond. The shuttle operates Monday through Friday with five roundtrips connecting Prineville and Redmond per day.

3. Contractor will provide and maintain all vehicles required to provide the Services in good operable repair and safe condition and accordance with state and federal asset management requirements.

4. Contractor will provide buses which are wheelchair-equipped. All established bus stops must be ADA-complaint.

5. Contractor will work with local agencies - including St. Charles Health System, Crook County Library, Housing Works, the senior center, Central Oregon Coalition for Access, and High Desert Advocates - to ensure that Services are meeting priority needs.

6. Subject to the terms and conditions contained in this Agreement, Contractor will provide the Services in a manner consistent with COIC's Human Services Transportation Coordination Plan adopted in 2018 and Cascade East Transit's 2040 Transit Master Plan (adoption pending summer 2020), which will help guide future investment in elderly, disabled, and low-income transportation and potential boundary adjustments as City's population growth changes.

7. Contractor will provide an outreach and marketing program to support the Services, including, without limitation, development and maintenance of a website outlining the Services. The website will provide service notifications, information about required policies and programs, information about filing public comments or complaints, and other information as directed by City from time to time.

8. All other public transportation services identified in that certain City of Madras Request for Proposals – Public Transportation Services dated October 15, 2019.

Schedule 2.1
Fee Schedule

Subject to the terms and conditions contained in this Agreement, City will pay Contractor the following compensation in consideration of Contractor's performance of the Services in accordance with this Agreement:

Fiscal Year	Annual Compensation
2019/2020	\$92,488
2020/2021	\$92,488
2021/2022	\$97,112
2022/2023	\$101,967
2023/2024	\$107,066
2024/2025	\$112,419

Exhibit A
Insurance Requirements

In addition to all other insurance required to be maintained by Contractor under this Agreement, Contractor will obtain and maintain the minimum insurance required under Section 9 and Exhibit C of the Grant Contract, including, without limitation, the following:

1. Workers' Compensation Insurance. Contractor will maintain workers' compensation insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined under ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of no less than \$500,000 must be included.

2. Commercial General Liability Insurance. Contractor will maintain commercial generality liability insurance covering bodily injury, death, and property damage in form and with coverages that are satisfactory to State. This insurance will include personal injury liability, products, and completed operations. Coverage will be written on an occurrence form basis, with no less than the following amounts as determined by State:
 - 2.1 Bodily Injury, Death, and Property Damage: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

 - 2.2 Automobile Liability Insurance: Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the commercial general liability insurance (with separate limits for "commercial general liability" and "automobile liability"). Automobile liability insurance must be no less than \$1,000,000 per occurrence (all claimants for claims arising out of a single accident or occurrence).

3. Additional Insured. The commercial general liability insurance and automobile liability insurance must include State and State's Representatives as additional insureds but only with respect to the Services performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

4. Tail Coverage. If any required insurance policies is on a "claims made" basis, such as professional liability insurance, Contractor will maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the Effective Date, for a minimum of 24 months following the later of (a) Contractor's completion of the Services, or (b) expiration of all warranty periods, if any, provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Contractor will maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

5. Notice of Cancellation or Change: Certificates of Insurance. Contractor must provide 30 days' written notice to City before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Contractor will provide City certificate(s) of insurance and endorsements for all required insurance before Contractor performs any Services. Certificate(s) and endorsement(s) must specify (a) all entities and individuals who are endorsed on the policy as additional insureds, and (b) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Exhibit B
Certifications and Assurances

1. Contractor will comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

2. Contractor will comply with all applicable requirements included in the Master Agreement signed and attested by State (the "Master Agreement"). The Master Agreement is incorporated by this reference and made part of this Agreement. The Master Agreement is available upon request from State by calling (503) 986-3300 or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered under this Agreement:

2.1 Contractor will comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Contractor will not exclude any person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Contractor will report to City and State on at least an annual basis any active lawsuits or complaints, including dates, summary of allegation, and status of lawsuit or complaint, including whether the parties entered into a consent decree.

2.2 Contractor will comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.

2.3 Contractor will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor will take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. Contractor's DBE program, if applicable, as required under 49 CFR part 26 and as approved by USDOT, is incorporated by reference into this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms will be treated as a violation of this Agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

2.4 Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Contractor's failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

3. By executing this Agreement, Contractor certifies to State and City that Contractor has not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement, and/or any other federal award and/or the extension, continuation, renewal, amendment, and/or modification of any federal contract, grant, loan, cooperative agreement, and/or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Services, Contractor will complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure.

Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Exhibit C

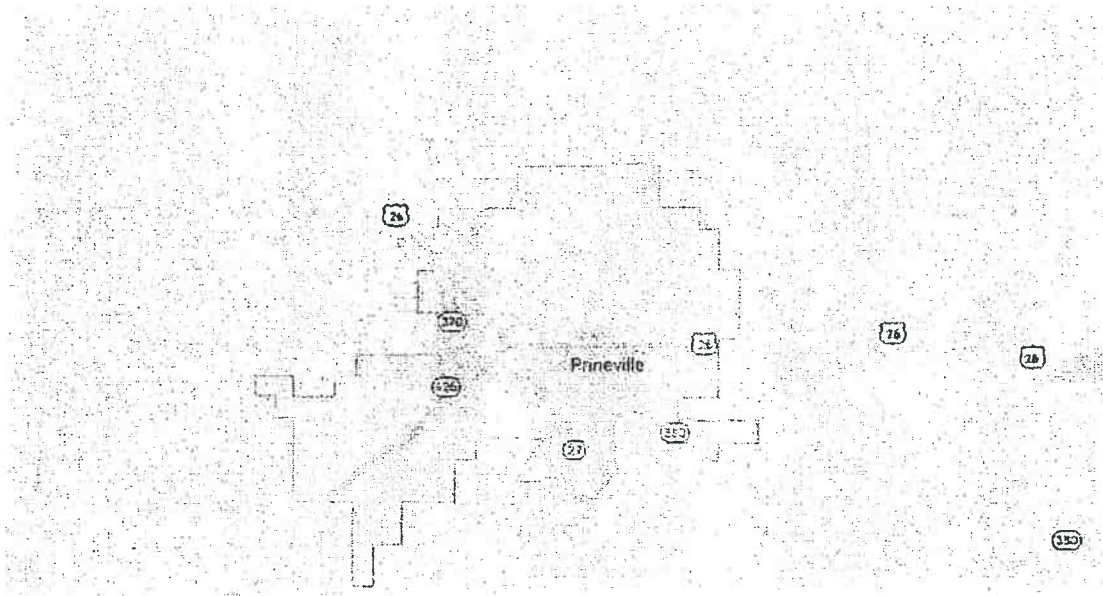
Oregon Public Transit Information System

Information required by 2 CFR 200.331(a), may be accessed at [www.oregon.gov/odot/pt/Oregon Public Transit Information System \(OPTIS\)](http://www.oregon.gov/odot/pt/Oregon%20Public%20Transit%20Information%20System%20(OPTIS).htm), as the information becomes available.

Exhibit D
Prineville Service Area Map

PRINEVILLE RURAL DIAL-A-RIDE SERVICE AREA MAP

Monday - Friday | 7:00am - 5:30pm





STAFF REPORT

MEETING DATE: 12/14/2021

PREPARED BY:
Justin Severance

SECTION: Resolutions

DEPARTMENT: Public Works

CITY GOAL: Fiscal Responsibility, Provide Quality Municipal Service & Programs

SUBJECT: IGA with Crook County to Chip Seal S Main St.

REASON FOR CONSIDERATION: To codify an intergovernmental agreement with Crook County to perform Chip Sealing for the City of Prineville on S Main.

BACKGROUND: This staff report and resolution was presented to council April 2021. Due to a shortage of traffic paint we postponed the project. We now updating the IGA to complete the project this coming summer. As Eric and I have communicated to the Council we are always looking for cost effective pavement treatments. This Chip Seal is another tool to extend the deterioration curve of our pavement asset in a very cost effective manner. I hesitate to use this pavement treatment in our urban environments, however it is a good fit in our outlying rural areas. Partnering with the County Road Dept. for their 2021 chip sealing services is not uncommon, Deschutes County has been providing these services for City of Bend, Redmond and Sister's for years. I feel very comfortable and confident with the County Road Dept. They have a very experienced and knowledgeable crew that on average, chip seals around 60 miles a year. The County will provide all traffic control, materials and equipment and labor to perform this treatment. Once the County is complete we will contract with an oil contractor to apply an asphalt emulsion fog seal over the chip seal. In comparison to apply an asphalt overlay over this section of street would cost approx. \$175,000

FISCAL IMPACT: \$38,833.00 in Transportation

RECOMMENDATION: City Council approve resolution # ----- a resolution with Crook County to perform chip sealing for the City of Prineville in the amount of \$38,833.00

**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;

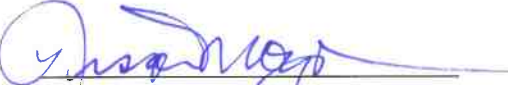
Now, Therefore, the City of Prineville resolves that the Intergovernmental Agreement attached to this Resolution between the City and County is hereby approved and that the Mayor and the City Manager are authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this 27th 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

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date _____

CITY OF PRINEVILLE



R. Jason Beebe, Mayor

Date April 27, 2021



Steve Forrester, City Manager

Date April 27, 2021

AMENDMENT 1
To Intergovernmental Agreement
for Chip Seal on Lynn Boulevard, Prineville

This Amendment 1 is entered into 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

WHEREAS, these recitals are hereby adopted as terms of the Agreement and not mere recitals; and

WHEREAS, the Parties executed the Agreement whereby 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 respective jurisdictions; and

WHEREAS, County and City are parties to that certain Intergovernmental Agreement (hereinafter “the Agreement”) effective May 5, 2021, for the provision of services as more fully described in the Agreement; and

WHEREAS, the Parties wish to continue the terms of the Agreement as modified by this Amendment an additional 12-months to October 31, 2022; and

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, County and City agree as follows:

Section One: The Recitals listed above are incorporated herein by reference and are not mere recitals.

Section Two: The duration of the Agreement is extended to October 31, 2022, unless sooner terminated according to its terms.

Section Three: Except as amended by this Amendment 1, all other terms of the Agreement remain in full force and effect.

Section Four: This Amendment 1 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document

[SIGNATURE BLOCK ON NEXT PAGE]

IN WITNESS WHEREOF, Contractor and County have executed this Amendment 1 effective November 1, 2021.

CITY

COUNTY

City of Prineville

Crook County Court

By: _____
Signature

Seth Crawford, County Judge

Print Name

Jerry Brummer, County Commissioner

Title

Brian Barney, County Commissioner

Date _____

Date: _____

**RESOLUTION NO. 1510
CITY OF PRINEVILLE, OREGON**

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

Whereas, on April 27, 2021, City of Prineville (“City”) and Crook County (“County”) entered into an Intergovernmental Agreement (“Agreement”) 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, the Agreement expired on October 31, 2021; and

Whereas, County was unable to perform the road maintenance during the term of the Agreement because supplies were not available; and

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

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

Now, Therefore, the City of Prineville resolves that the Amendment to 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 ____ day of December, 2021.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder