

**RESOLUTION NO. 1349  
CITY OF PRINEVILLE, OREGON**

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

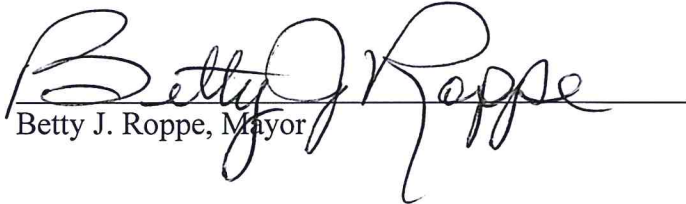
**Whereas**, Crook County (“County”) is able to provide GIS support for the City of Prineville (“City”) for the acquisition, development, maintenance, updating, processing and configuration of mapping data for the Prineville Public Safety Answering Points (PSAP) (“Services”); and

**Whereas**, County has prepared an Intergovernmental Agreement (“Agreement”) to perform the aforementioned services; 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 22<sup>nd</sup> day of May, 2018.

  
Betty J. Roppe, Mayor

ATTEST:

  
Lisa Morgan, City Recorder

**INTERGOVERNMENTAL AGREEMENT  
for GIS SUPPORT**

This Agreement is entered into between Crook County, a political subdivision of the State of Oregon acting through its GIS/IT Department (hereinafter "County"), and the City of Prineville, a municipal corporation of the State of Oregon (hereinafter "City"). County and City may be referred to individually as a Party or collectively as the Parties.

**RECITALS**

1. ORS 190.003 and 190.010 provide that units of local government, including the Parties, may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agencies, have authority to perform.
2. The Parties have the authority to perform the functions and activities set forth in this Agreement.

Now therefore, County and City agree as follows:

**A. Responsibilities of the Parties:**

1. County Duties: County will provide GIS support to City for the acquisition, development, maintenance, updating, processing, and configuration of mapping data for the Prineville Public Safety Answer Point (PSAP), as follows:
  - Quarterly disbursement shall not exceed \$9,000, excluding special projects as described in the new funding policy (Exhibit A).
  - City shall provide County 30-days' notice if the scope of work for the quarterly disbursement needs to be reduced from the full amount for that quarter.
  - County shall provide updated data to City and OEM once a month.
  - County shall invoice City for work once files have been submitted to the state as required in the policy.
  - City (through 911) shall submit to OEM for reimbursement.
  - City shall pay County's invoice once state accepts work and reimburses City.
2. City will pay County for costs incurred at the rate of Sixty Five and no/100 Dollars (\$65.00) per hour. The funding model is based on Office of Emergency Management's (OEM) budget cycle and requirements. A copy of OEM's policy directive is attached as Exhibit "A" and incorporated herein by reference.
3. Each Party will defend, indemnify and hold harmless the other Party, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of the indemnifying Party, its employees, servants or agents.
4. In taking this responsibility and providing the support specified in this Agreement (and any associated services) each of the Parties shall maintain its public body status as specified in ORS 30.260. All Parties understand and acknowledge that each retains all immunities and privileges granted to it by the Oregon Tort Claims Act (ORS 30.260 through 30.300) and any and all other statutory rights granted as a result of its status as local public bodies.

**B. Term & Termination:**

1. This Agreement is effective July 1, 2017 and expires on June 30, 2019.

2. Either party may terminate this Agreement after giving thirty (30) days' prior written notice to the other of intent to terminate without cause. The Parties shall deal with each other in good faith during the thirty (30) day period after notice of intent to terminate without cause has been given.
3. Either Party may terminate this Agreement effective immediately after giving written notice of termination for cause. Cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage.

**C. Dispute Resolution.**

1. Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
2. The Parties will work to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

**D. Standard of Performance – Limited Warranty.** County warrants that its findings, recommendations, specifications, or professional advice provided hereunder will be prepared and presented in accordance with the local standards of Geographic Information System professions in effect at the time the services are performed. CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-3930. Both City and County agree to waive any consequential damages in the event of any injury, damage, or loss due to conduct related to this Agreement. Any County liability under this Agreement shall be limited to limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.).

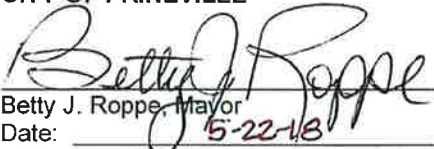
- E. Amendments; Assignment.** This Agreement may be modified or extended by written agreement signed by both Parties. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- F. Waiver.** The failure of any of the Parties to enforce any provision of this Agreement does not waive that or any other provision.
- G. Force Majeure.** Neither Party is responsible for delay or default caused in part or in full by reasons beyond that Party's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy), unavailability or scarcity of materials, war, riot, civil insurrection, accidents, acts of God or nature, and governmental preemption in connection with a national emergency. The Parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- H. Merger; Severance.** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their

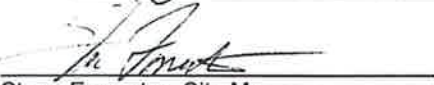
agents, and representatives. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.

- I. **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.
- J. **Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in one or more counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

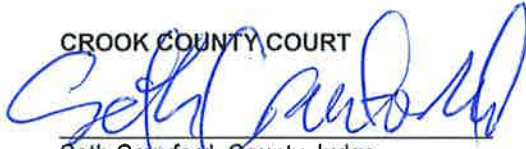
**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**


**CITY OF PRINEVILLE**


  
Betty J. Roppe, Mayor  
Date: 5-22-18

  
Steve Forrester, City Manager  
Date: 5-22-18

**CROOK COUNTY COURT**

  
Seth Crawford, County Judge  
Date: 6-20-18

  
Jerry Brummer, County Commissioner  
Date: 6-20-18

  
Brian Barney, County Commissioner  
Date: 6-20-18