

**RESOLUTION NO. 1415  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT FOR JOINT COOPERATIVE  
PROCUREMENT**

**Whereas**, the City of Prineville (“City”) is a recipient of Section 5310 funds from the Federal Transit Administration (“Funds”) for purposes of providing public transportation services within City’s jurisdiction (“Services”); and

**Whereas**, as a condition to receiving the Funds, the City must competitively procure the Services; and

**Whereas**, the City of Madras, City of Sisters, City of Redmond, and Deschutes County are similarly situated; and

**Whereas**, ORS 279A.205(1) authorizes a public body to participate in, sponsor, conduct, and/or administer joint cooperative procurement for the procurement of goods, services, or public improvements; and

**Whereas**, in the interests of efficiency and cost savings, it is in the interest of the City to form a “cooperative procurement group” as defined under ORS 279A.200(10)(c) to procure the Services; and

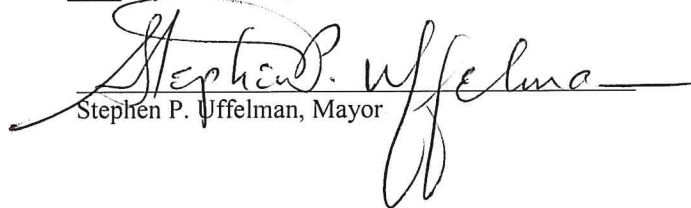
**Whereas**, the City of Madras has volunteered to be the “administering contracting agency” as defined in ORS 279A.200(1)(a) and, in this capacity, solicit and establish the “original contract” as defined in ORS 279A.200(1)(f); and

**Whereas**, an Intergovernmental Agreement (“Agreement”) has been prepared and is attached to this Resolution and incorporated herein; 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 City of Madras, City of Redmond, City of Sisters, and Deschutes County is hereby approved and that the Mayor is authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this 22<sup>nd</sup> day of October, 2019.

  
Stephen P. Uffelman, Mayor

ATTEST:

  
Lisa Morgan, City Recorder

## INTERGOVERNMENTAL AGREEMENT – JOINT COOPERATIVE PROCUREMENT

This Intergovernmental Agreement – Joint Cooperative Procurement (this “Agreement”) is dated October 15, 2019, but made effective for all purposes as of September 11, 2019 (the “Effective Date”), between City of Madras (“Madras”), an Oregon municipal corporation, City of Prineville (“Prineville”), an Oregon municipal corporation, City of Redmond (“Redmond”), an Oregon municipal corporation, City of Sisters (“Sisters”), an Oregon municipal corporation, and Deschutes County (“Deschutes”), a political subdivision of the State of Oregon. For purposes of this Agreement, Madras, Prineville, Redmond, Sisters, and Deschutes will be individually referred to herein as a “Party” and collectively “Parties.”

### RECITALS:

A. ORS 279A.205(1) authorizes a public body to participate in, sponsor, conduct, and/or administer a joint cooperative procurement for the procurement of goods, services, or public improvements.

B. Each Party is the recipient of certain Section 5310 funds from the Federal Transit Administration (the “Funds”) for purposes of providing public transportation services within the Parties’ respective jurisdictions (collectively, the “Services”). As a condition to receiving the Funds, the Parties must competitively solicit (procure) the Services.

C. In the interests of efficiency and cooperation, the Parties desire to enter into this Agreement to form a “cooperative procurement group” (as defined under ORS 279A.200(1)(c)) to procure the Services. The Parties desire that Madras act as the “administering contracting agency” (as defined under ORS 279A.200(1)(a)) and, in this capacity, solicit and establish the “original contract” (as defined under ORS 279A.200(1)(f)) for the Services.

D. This Agreement is made pursuant to ORS 279A.205 and ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements 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. Authorization; Cooperative Procurement Group. Subject to the terms and conditions contained in this Agreement, each Party approves and authorizes (a) the joint cooperative procurement of the Services pursuant to ORS 279A.205(1) and ORS 279A.210, and (b) establishment of a “cooperative procurement group” (as defined under ORS 279A.200(1)(c)) (the “Group”).

2. Contracting Agency. The Parties designate Madras as the Group’s administering contracting agency. Subject to the terms and conditions contained in this Agreement, Madras, as the administering contracting agency, is authorized to take such actions Madras deems necessary or

appropriate to carry out the intent of this Agreement and to solicit and establish the original contract for the Services.

3. Party Obligations.

3.1 Madras Obligations. Madras will conduct an open and impartial competitive process to procure the Services, including, without limitation, issuing a solicitation substantially in the form attached hereto as Exhibit A (the "RFP"). Madras will administer the RFP and procurement process and award the original contract to the Madras-selected contractor. The RFP and original contract will identify the Group and/or each participating purchasing agency and will specify the estimated contract requirements, including, without limitation, the services to be performed for and on behalf of each Party.

3.2 Participating Party Obligations. Each Party acknowledges and agrees that the solicitation and award process contemplated in the RFP are substantially equivalent to those identified under ORS 279B.055, ORS 279B.060, or ORS 279B.085. Each Party agrees that no material change will be made in the terms, conditions, and/or prices of the contract between the Party and the selected contractor from the terms, conditions, and/or prices contained in the original contract. Notwithstanding anything contained in this Agreement to the contrary, each Party is responsible for the execution and administration of the contract (if any) between the Party and selected contractor.

4. Payment of Fees. Each Party will be responsible for one-fifth (1/5) of all costs and expenses incurred by Madras in connection with the preparation and administration of this Agreement and the RFP, including, without limitation, attorney fees, administrative costs, mailing costs, and all other fees related to the joint cooperative procurement. Madras will provide each Party with a monthly invoice for that Party's portion of the costs and expenses. Each Party will make payment to Madras within thirty (30) days after receipt of the monthly invoice.

5. Relationship. Except as expressly provided under this Agreement, (a) this Agreement does not create an agency relationship between the Parties and does not establish a joint venture or partnership between the Parties, and (b) no Party has the authority to bind the other Parties or represent to any person that a Party is an agent of any other Party. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.

6. Effective Date; Duration. Subject to the terms and conditions contained in this Agreement, this Agreement is deemed binding and effective for all purposes as of the Effective Date and will remain in full force and effect until all obligations herein have been fully performed by the Parties. This Agreement may be terminated at any time by the mutual written agreement of all Parties or by any Party (with respect to such Party only) for any reason or no reason by providing all other Parties thirty (30) days' prior written notice. Termination of this Agreement will not relieve a Party of the Party's obligations accruing prior to termination.

7. Miscellaneous.

7.1 Compliance. The Parties will comply with all applicable federal, state, and local laws, regulations, restrictions, rules, orders, codes, and ordinances related to or concerning this Agreement, the joint cooperative procurement, and/or the Services, including, without limitation, the

provisions of ORS 279A, 279B, and 279C (if applicable). Without otherwise limiting the generality of the foregoing, the Parties expressly agree to comply with the following: (a) Title VI of Civil Rights Act of 1964; (b) Title V and Section 504 of the Rehabilitation Act of 1973; (c) the Americans with Disabilities Act of 1990 and ORS 659A.142; (d) all regulations and administrative rules established pursuant to the foregoing laws; and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

7.2 Severability; Entire Agreement. 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. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. This Agreement may be amended only by a written agreement signed by each Party. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to secure their rights hereunder and to carry out the intent of this Agreement. All exhibits and other documents referenced in this Agreement are part of this Agreement.

7.3 Assignment; Binding Effect; Counterparts; Authority. No Party may assign any of the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. This Agreement may be signed in counterparts. The individuals signing this Agreement each represent that he or she is duly authorized to bind the Party for which he or she signs.

7.4 Applicable Law; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing Party(ies) will be entitled to recover from the losing Party(ies) its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

7.5 Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. has been employed by Madras to prepare this Agreement and such attorneys represent only Madras in this matter. Each Party has thoroughly reviewed this Agreement with its own legal counsel. The rule of construction that a written instrument is construed against the Party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement.

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

Madras:  
City of Madras,  
an Oregon municipal corporation

Deschutes:  
Deschutes County,  
a political subdivision of the State of Oregon

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: Tom Anderson  
Its: County Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Redmond:  
City of Redmond,  
an Oregon municipal corporation

Sisters:  
City of Sisters,  
an Oregon municipal corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Prineville:  
City of Prineville,  
an Oregon municipal corporation

\_\_\_\_\_  
By: *Stephen P. Welfel*  
Its: *Mayor*  
Date: *October 22, 2019*

Exhibit A  
Request for Proposals

[attached]