

**RESOLUTION NO. 1382
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH CROOK COUNTY PARKS AND
RECREATION DISTRICT**

Whereas, The City of Prineville (“City”) owns and Crook County Parks and Recreation District (“District”) manages and maintains within the City limits Old Stryker Field north of City Hall, Pioneer Park east of the City Police Department, and the bike path which runs adjacent to Ochoco Creek from Ochoco Highway to Harwood Street. Old Stryker Field, Pioneer Park and the bike path shall collectively be referred to as the “Parks.”

Whereas, District has maintained the landscaped area at the Ochoco Highway-Madras Prineville Interchange (hereinafter “West Y”) pursuant to an Agreement with the Oregon Department of Transportation (ODOT) since 1987; and

Whereas, District and City have cooperated maintaining the Parks but the Parties desire to enter into an Agreement to address payment of larger expenses associated with maintaining the Parks; and

Whereas, District wishes to continue to perform all landscaping and related maintenance of the landscaped area of the West Y pursuant to an agreement with the City; and

Whereas, City has prepared an Intergovernmental Agreement (“Agreement”); 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 District 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 ____ day of February, 2019.

Steve Uffelman, Mayor

ATTEST:

Lisa Morgan, City Recorder

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the **City of Prineville**, a municipal corporation, (hereinafter “City”) and **Crook County Parks and Recreation District**, an Oregon public recreational district, (hereinafter “District”), jointly the “Parties,” and individually a “Party.”

Recitals

- A. City and District are authorized, pursuant to ORS 190.003-190.110, to enter into this Agreement.
- B. City owns and District manages and maintains within the City limits Old Stryker Field north of City Hall, Pioneer Park east of the City Police Department, and the bike path which runs adjacent to Ochoco Creek from Ochoco Highway to Harwood Street. Old Stryker Field, Pioneer Park and the bike path shall collectively be referred to as the “Parks.”
- C. District has maintained the landscaped area at the Ochoco Highway-Madras Prineville Interchange (hereinafter “West Y”) pursuant to an Agreement with the Oregon Department of Transportation (ODOT) since 1987.
- D. District and City have cooperated maintaining the Parks but the Parties desire to enter into an Agreement to address payment of larger expenses associated with maintaining the Parks.
- E. District wishes to continue to perform all landscaping and related maintenance of the landscaped area of the West Y pursuant to an agreement with the City.
- F. The Parties have orally agreed on such agreements and desire to memorialize these agreements.

AGREEMENT

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

1. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. District shall continue to maintain the landscapes in the Parks and West Y in the same manner as District currently manages District’s other parks.
3. District shall continue to maintain the facilities in the Parks as set forth in this Section. District currently maintains a covered picnic shelter, restrooms, playground, two (2) memorials, parking lots, and signage at Pioneer Park. District currently maintains the gazebo and pump house at Old Stryker Field. In addition, District provides regular janitorial services for

Parks. District provides for private rentals and public events in the Parks and sets fees for such events, which shall be allowed to continue during this Agreement.

4. Any maintenance or repair item in any of the Parks that exceeds \$500.00 in materials or contracted service shall be the responsibility of the City. District will prepare and deliver to the City the proposal of the needed repair prior to proceeding with the needed repair. City shall approve the request, or provide alternatives to achieve the same result as the proposed repair. If the City approves the repair, the District shall arrange for the repair and have the bill for the repair sent to the City.

5. The Parties hereby agree that this Agreement specifically excludes the Splash Pad currently be constructed in Old Stryker Field. Any agreement regarding the cost and maintenance associated with the Splash Pad shall be the subject of a separate agreement between the Parties.

6. City shall continue to provide the following at all District managed Parks:

- a. Respond to complaints of violations of laws committed in the Parks.
- b. Provide extra patrol as agreed upon by District and City and coordinate with District's maintenance staff.
- c. As financing allows, place and maintain security cameras in the Parks including along the bike paths. The City shall provide IT support for such security cameras.
- d. Emergency response to issues in the Parks by City's Public Works Department for such things as after-hours sewer backups.
- e. Assist District with special projects, including the hauling of heavy materials, grading gravel parking lots, etc., in a collaborative manner.
- f. Remove snow from the bike path between Ochoco Highway and Harwood Street.
- g. Water, sewer, and electricity at Parks at City's expense.
- h. Continue giving to District State of Oregon dedicated bike path maintenance funds.

7. The City shall contact District for input prior to any decisions made for alternations or improvements to any of the Parks.

8. This Agreement shall continue until January 31, 2020 or until a Party gives not less than six months prior notice to the other Party of intent to withdraw from this Agreement, whichever shall last occur. In the event of a notice, the Agreement will terminate at the date set out in such notice.

9. Neither this Agreement, nor any of the rights granted by this Agreement, may be assigned or transferred by either Party.

10. Neither of the Parties are, by virtue of this Agreement, a partner or joint venturing 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, except as otherwise provided herein.

11. 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:

a. City shall defend, save, hold harmless, and indemnify District 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. District 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 from or arising out of, or relating to the activities of District 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. In the event an action, lawsuit, or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this Agreement, each Party shall be responsible for its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

13. The failure by either Party to enforce any provisions of this Agreement shall not constitute a waiver by that Party of that provision or of any other provision of this Agreement.

14. 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.

15. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail to a Party at the following addresses, or emailed to a Party at the following email address, or at such other address, facsimile number, or email address as a Party may designate by like notice to the other Party:

To: City of Prineville

(55)

387 NE Third Street
Prineville, OR 97754
Attn: City Manager
Fax: 541.447.5628
sforrester@cityofprineville.com

To: Crook County Parks & Recreation District
296 S. Main Street
Prineville, OR
Attn: Executive Director
Fax: 541.447.9894
duane@ccprd.org

Any notice or other communication shall be deemed to be given: (a) on the date of personal delivery; (b) at the expiration of the third day after the date of deposit in the United States mail; (c) on the date of confirmed delivery by facsimile; or (d) on the date of confirmed email.

16. This Agreement may not be modified or amended except by writing signed by both Parties.

17. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all prior 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.

CITY OF PRINEVILLE

By: _____
Stephen P. Uffelman, Mayor Date _____

By: _____
Steve Forrester, City Manager Date _____

CROOK COUNTY PARKS & RECREATION DISTRICT

By: Jeremy D. Logan
Jeremy Logan, Board Chair Date 1-18-2019

By: Duane Garner
Duane Garner, Executive Director Date 1-22-2019