

**RESOLUTION NO. 1371
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH CROOK COUNTY FOR
STATEWIDE AERIAL MAPPING DATA SERVICES**

Whereas, the State of Oregon, through its Office of State Chief Information Officer, has contracted with a private firm to undertake a statewide aerial mapping program, and has offered to make the resulting aerial mapping data available to geographic information service (GIS) departments in exchange for a fee; and

Whereas, Crook County (“County”) operates a GIS department which is capable of providing mapping services within the county area, including within the City of Prineville (“City”). In furtherance of providing quality services to the residents of Crook County, County executed an intergovernmental agreement with Office of State Chief Information Officer to obtain the statewide aerial mapping data; and

Whereas, it would be beneficial to the residents of both the County and City to acquire the use of the statewide aerial mapping data, so that it can be incorporated into the local GIS data framework; and

Whereas, in order to effectively integrate the aerial mapping data into local GIS mapping data, City and County have agreed to share funding and expertise; and

Whereas, County 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 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 September, 2018.

Betty J. Roppe, Mayor

ATTEST:

Lisa Morgan, City Recorder

Intergovernmental Agreement for Statewide Aerial Mapping Data

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

RECITALS

- A. *Whereas*, the State of Oregon, through its Office of State Chief Information Officer, has contracted with a private firm to undertake a statewide aerial mapping program (contract # DASPS-1009-17), and has offered to make the resulting aerial mapping data available to geographic information service (GIS) departments in exchange for a fee; and
- B. *Whereas*, Crook County operates a GIS department which is capable of providing mapping services within the county area, including within the boundaries of the City of Prineville. In furtherance of providing quality services to the residents of Crook County, County executed an intergovernmental agreement with Office of State Chief Information Officer (contract # DASPS-2949-18) to obtain the statewide aerial mapping data; and
- C. *Whereas*, it would be beneficial to the residents of both the County and City to acquire the use of the statewide aerial mapping data, so that it can be incorporated into the local GIS data framework; and
- D. *Whereas*, in order to effectively integrate the aerial mapping data into local GIS mapping data, the Parties have agreed to share funding and expertise as further described in this Agreement.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, 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. Effective Date and Duration. This Agreement becomes effective July 1, 2018, regardless of the date when the Agreement is executed. Unless sooner terminated as provided for herein, this Agreement will continue until June 30, 2019.
3. Obligations of County. County is responsible for administering and complying with its contract with the State of Oregon, contract # DASPS-2949-18, for the acquisition and use of the State’s aerial mapping data. This data will be acquired for the entirety of the Crook County area, including within the City of Prineville. Without limiting the foregoing, County is responsible for making all payments to the State of Oregon required by contract # DASPS-2949-18, and with integrating the acquired mapping data into the local GIS information systems.
4. Obligations of City. Within thirty (30) days of the date when this Agreement is signed by both Parties, regardless of the effective date, or by November 1, 2018, whichever occurs first, City will remit to County the sum of five thousand and no/100 dollars (\$5,000.00).

5. Independent Contractor. It is understood and agreed that the Parties, while performing services pursuant to this Agreement, are at all times acting and performing as independent contractors. Neither Party, by virtue of this Agreement, is a partner or joint venturer with the other Party. Neither Party has authority to enter into contracts on behalf of the other Party.
6. Tax Duties and Liabilities. Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by one Party on behalf of another Party.
7. Indemnification. Each Party shall 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, for its employees, servants or agents.
8. Compliance with the Laws. Each Party agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
9. Entire Agreement. 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.
10. Amendments. This Agreement may be supplemented, amended, or revised only in writing signed by both Parties.
11. Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
12. Equipment, Tools, Materials, and/or Supplies. Each Party will provide all equipment, tools, materials or supplies necessary to fulfill its obligations under the terms of this Agreement.
13. Termination.
 - a. This Agreement may be terminated at any time by the mutual written consent of the Parties.
 - b. Either Party may terminate this Agreement upon thirty (30) days' advance written notice to the other Party.
 - c. Termination of contract # DASPS-2949-18: In the event that County receives a notice from the State of Oregon terminating the aforementioned State/County contract, County will immediately provide a copy of such termination to the City. This Agreement will thereafter terminate on the same date as contract # DASPS-2949-18 terminates without further action by either Party.
 - d. Neither termination nor expiration of this Agreement will prejudice either Party's rights accrued prior to the termination or expiration.

14. How Notice Shall Be Given. Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the Party's address as stated below:

For County:

For City:

Crook County
Attn: Legal Department
300 NE 3rd Street
Prineville, OR 97754

Either Party may designate a new address by providing written notice thereof to the other Party.

15. Governing Law and Venue. Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.

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

17. 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.

18. Waiver. The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.

IN WITNESS WHEREOF, the County and City have executed this Agreement on the date last written below, and effective as described herein.

CROOK COUNTY, a political subdivision
of the State of Oregon

CITY OF PRINEVILLE, an Oregon
municipal corporation

Signature / Date

Signature / Date

Print Name and Title

Print Name and Title