

LINN COUNTY – CITY OF SWEET HOME
RV SEWAGE DISPOSAL FACILITY
INTERGOVERNMENTAL AGREEMENT

(Pursuant to Linn County Resolution & Order No. 2022-XXX)

THIS AGREEMENT is made and entered into by and between the City of Sweet Home, a municipal corporation of the State of Oregon, (City) and Linn County, a political subdivision of the State of Oregon, (County) the promises of each being given in consideration of the promises of the other.

RECITALS

1. WHEREAS, ORS. 190.003 et seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local government; and
2. WHEREAS, ORS. 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, entity organized and existing under statute or city or county charter; and
3. WHEREAS, OR 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government 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
4. WHEREAS, County, by and through its Parks Department, desires to site and construct a Recreational Vehicle (RV) Sewage Disposal Facility in the City of Sweet Home on property owned by County; and
5. WHEREAS, City and County desire to make certain improvements (see attached Exhibit 1) within an easement that serves County property and others, including roadway construction, curbs,

sidewalks/multi-use paths, drainage system and domestic water utilities, hereinafter referred to as "Improvements;" and

6. WHEREAS, City and County desire to jointly fund the cost of constructing Improvements.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

City will develop the plans and specifications for the Improvements. City shall also allow County to construct an RV Sewage Disposal Facility that substantially conforms to the attached "Exhibit 2," if such facility complies with City development and building codes.

A. COUNTY OBLIGATIONS

1. County shall review and comment on the proposed construction plans and specifications prior to construction of Improvements. County shall provide funding to cover the cost of the roadway portion of Improvements, utilizing County-provided services.
2. County shall construct the roadway portion of Improvements at or near the time that the RV sewage disposal facility is constructed. The roadway portion shall include a 28-foot wide gravel road base and 24-foot wide asphalt paving bordered by a 1-foot wide concrete "ribbon," and roadside drainage from 24th Avenue to the eastern boundary of the RV Sewage Disposal Facility.

B. CITY OBLIGATIONS

1. City shall prepare any necessary plans and specification for the Improvements.
2. City shall construct, or cause to be constructed, any domestic water, pedestrian facilities, lighting and landscaping required by City from 24th Avenue to the eastern boundary of the RV Sewage Disposal Facility.
3. City shall construct any required items listed in B. 2. (above) before or in conjunction with County's construction activities.
4. Notwithstanding the above obligations City shall not be required to construct or contribute financially toward the construction of any of the required items listed in B.2 (above), provided that City provides written notice to County no later than 30 days before the County begins construction or 30 days before the County publishes any solicitation for procurement of construction, whichever occurs first.

5. Notwithstanding paragraph B.4., City supports County's efforts to develop its RV Sewage Disposal Facility on its own.

C. GENERAL PROVISIONS

1. This agreement shall become effective upon the date that each party has signed this agreement and shall terminate upon parties completion of all obligations listed below or by mutual consent of both parties. This agreement shall govern the build of the road and utilities described in this agreement, after which the maintenance provisions of that Roadway and Utility Easement granted by deed executed by City February 25, 2022 and accepted by County March X, 2022 shall govern the terms of maintenance.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
3. To the extent allowed by Oregon Constitution and ORS 30.260 through 30.300 each party agrees to defend, indemnify, and hold harmless the other party, its officers, agents, and employees against any claims for injury or damages and all loss, liability, cost, or expense, including court costs and attorney fees, which may result from that party's actions or failures to act pursuant to the terms of this agreement.
4. Upon reasonable written notice and, during the normal business day, each party may inspect, audit and copy the financial management records of the other party pertaining to the services performed under this agreement.
5. At all times each party shall be responsible for its own costs and attorney fees.
6. This agreement and attached exhibits constitute the entire agreement between the parties. Any modification to this agreement shall be in writing signed by the parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CITY OF SWEET HOME

By _____
Mayor

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Attorney

LINN COUNTY, by and through its Board of Commissioners

By _____
Roger Nyquist, Chairman

By _____
William C. Tucker, Commissioner

By _____
Sherrie Sprenger, Commissioner

Date _____

APPROVED AS TO CONTENT

By _____
Darrin L. Lane, Administrative Officer

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Eugene J. Karandy II, County Attorney

RETURN AGREEMENT TO:
Darrin L. Lane
PO Box 100
Albany, OR 97321