

Oregon State Parks and Recreation Commission

April 24, 2024

Agenda Item:	8b	Action
Public Comment Allowed:	Yes	
Topic:	Travel Information Council agreement for Peter Skene Ogden	
Presented by:	Chris Havel	

The Oregon State Parks and Recreation Commission approved award of a contract to replace the Peter Skene Ogden State Scenic Viewpoint restroom at its February 27, 2024 meeting. A related interagency agreement with the Oregon Travel Information Council commits the Oregon Parks and Recreation Department to expend its share of the project budget up to \$800,000. The interagency agreement is attached, and while **it does not represent an additional obligation of funds beyond the contract the commission has already approved**, the separate-but-related agreement does exceed OPRD's signature authority and is presented here with a request for commission approval.

Prior Action by Commission: Approval of 8d, Peter Skene Ogden Wayside Restroom Replacement, February 27, 2024.

Action Requested: Approval of a related interagency agreement

Attachments: Interagency agreement

Prepared by: Chris Havel

INTERAGENCY AGREEMENT

This Agreement is between the State of Oregon acting by and through its Parks and Recreation Department (“OPRD”) and State of Oregon acting by and through its Oregon Travel Information Council (“OTIC”), both individually without distinction as “Party” and collectively as the “Parties.”

SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by ORS 190.110 and 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers or administering policies or programs.

SECTION 2: PURPOSE

OPRD will demolish the existing 1970 restroom building at Peter Skene Ogden State Scenic Viewpoint located at US-97, Terrebonne, OR 97760. OPRD will replace demolished restroom with a new eight room restroom building. OPRD will utilize the approved standard restroom building design and conduct all related Project procurements according to Oregon Administrative Rule and Oregon Revised Statutes.

The budget for this project is \$800,000 of OPRD Policy Option Package funding. OTIC has committed to match funding up to \$800,000, for a combined project total of \$1,600,000.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement begins on the date of the last signature (“Effective Date”), and terminates on June 30th, 2025, unless terminated earlier in accordance with Section 7.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OPRD’S AUTHORIZED REPRESENTATIVE IS:

Susan Bethers, OPRD Regional Director
725 Summer Street NE, Suite C
Salem, OR 97301
Phone: 541-410-5298
Email: susan.bethers@oprds.gov

Ross Kihs, OPRD District Manager
Phone: 541-977-2569
Email: ross.kihs@oprds.gov

Interagency Agreement for Reimbursement- Ogden Wayside Restroom Replacement

James Robinson, OPRD Construction Project Manager
Phone: 503-428-0851
Email: James.Robinson@opr.oregon.gov

4.2 OTIC'S AUTHORIZED REPRESENTATIVE IS:

Heather Peck, OTIC Rest Area Program Administrator
1500 Liberty Street SE, Suite 150
Salem, OR 97302
Phone: 503-373-0090
Email: heather.peck@tic.oregon.gov

OTIC Project Site Coordinator: Tanner Cheyne, OTIC Rest Area Supervisor
Phone: 503-877-0029
Email: Tanner.CHEYNE@tic.oregon.gov

Accounts Payable: OTIC Invoice Submission
Email: accounts.payable@tic.oregon.gov and include heather.peck@tic.oregon.gov

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 OPRD SHALL:

- 5.1.1** Solicit an Invitation to Bid for a Public Improvement using OregonBuys and conduct all other Procurement related construction activities.
- 5.1.2** Host regular project management meetings.
- 5.1.3** Attend regular site walks and provide observation reports.
- 5.1.4** Inspect work at substantial completion and final completion.
- 5.1.5** Manage Contractor invoice payments.
- 5.1.6** Request reimbursement from OTIC up to \$800,000 for the Project.

Interagency Agreement for Reimbursement- Ogden Wayside Restroom Replacement

5.2 OTIC SHALL:

- 5.2.1 Provide OTIC Project Manager for the Project (Heather Peck).
- 5.2.2 Attend project management meetings.
- 5.2.3 Provide Accounting Contact for billing (Heather Peck).
- 5.2.4 Visit site during construction walks.

SECTION 6: COMPENSATION AND PAYMENT TERMS

OTIC shall reimburse OPRD, up to but not in excess of \$800,000.00, for all expenses reasonably and necessarily incurred in performing the services and delivering the goods required under this Agreement.

OPRD will bill OTIC one lump sum 60 days prior to Project's substantial completion date. Remainder of reimbursement is due at final completion.

OPRD will include Project status reports with each invoice.

SECTION 7: TERMINATION

- 7.1 This Agreement may be terminated at any time by mutual written agreement of the Parties.
- 7.2 A Party may terminate this Agreement upon 30 days written notice to the other Party.
- 7.3 A Party may terminate this Agreement immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice, upon the occurrence of any of the following events:
 - 7.3.1 The terminating Party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient in the terminating Party's reasonable administrative discretion, to perform its duties under this Agreement;
 - 7.3.2 Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such performance from the planned funding source;
 - 7.3.3 The other Party materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger that Party's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 calendar days after delivery of the

Interagency Agreement for Reimbursement- Ogden Wayside Restroom Replacement

terminating Party's notice to the other Party of such breach or failure, or within such longer period of cure as the terminating Party may specify in such notice.

SECTION 8: AMENDMENTS

The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.

SECTION 9: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement will be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address, number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 9.

SECTION 10: SURVIVAL

All rights and obligations cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination will not prejudice any rights or obligations accrued to the Parties prior to termination.

SECTION 11: SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 12: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together will constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed will constitute an original.

SECTION 13: LIABILITY AND INSURANCE

- 13.1** The Parties understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS Chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Each Party accepts that coverage as adequate insurance of the other Party with respect to personal injury and property damage.
- 13.2** Any tort liability claim, suit, or loss resulting from or arising out of the Parties' performance of, or activities under, this Agreement will be allocated, as between the Parties, in accordance with law, by the Department of Administrative Services, Risk Management, for purposes of the Parties' respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party shall notify Risk Management and the other Party in the event a Party receives notice or knowledge of any claims arising out of the Parties' performance of, or activities under, this Agreement.

SECTION 14: DAS REPORTING REQUIREMENT

OPRD shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. OPRD shall submit a summary of this Agreement to the Oregon Department of Administrative Services through [OregonBuys](#) within the 30-day period immediately following the Effective Date of the Agreement.

SECTION 15: RECORDS

The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

SECTION 16: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations.

SECTION 17: NO THIRD PARTY BENEFICIARIES

OPRD and OTIC are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

SECTION 18: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligation under this Agreement due to any event or cause which is beyond that Party's reasonable control.

SECTION 19: MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given.

SECTION 20: SUBCONTRACTS AND ASSIGNMENT

- 20.1** Neither Party may enter into any subcontracts for the performance of any of its obligations under this Agreement, without the prior written consent of the other Party.
- 20.2** Neither Party may assign, delegate or transfer any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its

STATE OF OREGON acting by and through its

Travel Information Council

Parks and Recreation Department

(Insert name of OTIC)

(Insert name of OPRD)

By: _____
(signature of Printed Name below)

By: _____ (signature of Printed Name
below)

Printed Name

Printed Name

Interagency Agreement for Reimbursement- Ogden Wayside Restroom Replacement

Title

Title

Date

Date