

RESOLUTION NO. 96-017

A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE CITY OF THE DALLES AND  
CHENOWITH WATER COOPERATIVE FOR THE PROVISION  
OF METER READING SERVICES

WHEREAS, Chenowith Water Cooperative has submitted a  
proposal for meter reading services for residential accounts for  
the City of The Dalles; and

WHEREAS, City staff has reviewed the proposal and is  
recommending to the City Council that the proposal be accepted;  
and

WHEREAS, the City Council desires to authorize execution of  
an agreement providing for meter reading services to the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS  
FOLLOWS:


Section 1. The City Manager and City Attorney are  
authorized to sign the agreement between the City of The Dalles  
and Chenowith Water Cooperative, a copy of which is attached  
hereto as Exhibit "A".

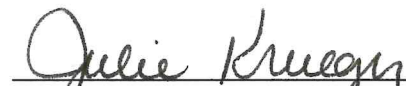
PASSED AND ADOPTED THIS 22ND DAY OF APRIL, 1996.

Voting Yes, Councilmembers:	<u>Davis, Briggs, Hill, Koch</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>Van Cleave</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 22ND DAY OF APRIL, 1996.

Attest:

  
David R. Beckley, Mayor

  
Julie Krueger, CMC, City Clerk



## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF THE DALLES, a municipal corporation, hereinafter called the "City", and CHENOWITH WATER COOPERATIVE, a cooperative association, hereinafter called the "Cooperative", for the provision of meter reading services for the City of The Dalles.

IN CONSIDERATION of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Contractor shall provide the services set forth in this agreement, and the City shall make payment for such services, in accordance with the terms and conditions set forth in this agreement.

The City and Cooperative agree as follows:

1. COOPERATIVE'S DUTIES.

The Cooperative shall be responsible for providing meter reading services for residential accounts for the City. The meters shall be read once per month, and the City shall furnish Cooperative with a schedule of routes to be read. In the event that the Cooperative is unable to read the meters due to safety and/or weather conditions, the Cooperative shall not bill for unread meters. Cooperative agrees that its meter readers will promptly notify City of any leaks, customer questions, or other potential problems which are observed during the course of reading meters for the City.

2. CITY'S DUTIES.

For the balance of fiscal year 1995-96, and for the fiscal year commencing on July 1, 1996, City shall compensate Cooperative at the rate of twenty-three cents (23¢) per metered account. For the fiscal year commencing on July 1, 1997, the City shall compensate Cooperative at the rate of twenty-two and a half cents (22.5¢) per metered account. The Cooperative shall submit monthly invoices for services performed, which invoices shall be paid by the City in the regular course of business.

3. TERM OF AGREEMENT.

This agreement shall commence on the 1<sup>st</sup> day of March, 1996, and shall continue in effect until June 30, 1998, subject to termination by either party upon ninety (90) days written notice to the other party, or termination by the City in the event the City determines not to allocate funds in the budget process to pay for the service to be provided by the Cooperative.

4. GENERAL PROVISIONS.

A. This agreement and any attachments represent the entire and integrated agreement between the City and the Cooperative and supersede all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended by written instrument signed by both the City and the Cooperative. Amendments shall automatically become part of this agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

B. This agreement shall be governed by the law of the State of Oregon.

C. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

D. In the event any provision of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

E. The Cooperative shall not enter into any agreement or subcontract for the performance of the duties and responsibilities set forth in this agreement.

F. The Cooperative agrees that it is fully responsible to the City for the negligent acts and omissions of any persons employed by the Cooperative.

G. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this agreement, and none of the provisions of this agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modification shall be introduced in any proceeding.

H. The Cooperative shall indemnify, defend, and hold harmless the City, its officers, employees, and agents, from all claims, demands, actions, and suits, whether or not frivolous or groundless including appeals, arising out of any negligent act, error, or omission of the Cooperative or Cooperative's employees in the course of the contract.

I. Prior to commencing work under this agreement, the Cooperative shall provide the City Attorney with an original certificate of insurance showing that Cooperative has policies in effect, with an insurer acceptable to the City, for commercial general liability with \$500,000 combined single limit coverage per occurrence including bodily injury and property damage with a general aggregate limit of \$1,000,000.00, and automobile liability with \$500,000 combined single limits, covering all vehicles including hired and non-owned auto liability, and Worker's Compensation coverage. The certificate of insurance for the commercial general liability and automobile liability policies shall provide the City of The Dalles is named as an additional insured for both policies.

J. Status as an Independent Contractor. In the performance of the work, duties, and obligations required of Cooperative under this agreement, it is mutually understood and agreed that Cooperative is at all times acting and performing as an independent contractor. No relationship of employer/employee is created by this agreement. The City shall neither have nor exercise any control over the methods by which the Cooperative shall perform its work and functions. The sole interest and

responsibility of the City is to assure that the services covered by this agreement shall be performed and rendered in a competent, efficient and satisfactory manner. The Cooperative shall not have claims under this agreement or otherwise against the City for vacation pay, sick leave, retirement benefits, Social Security benefits, Workmen's Compensation benefits, unemployment or other employee benefits of any kind.

K. Notices relating to this agreement shall be given:

1. To the City: City Manager  
313 Court Street  
The Dalles, Oregon 97058
2. To Cooperative: Mr. Paul Beasley  
Van Valkenburgh & Hoffman  
204 East Fourth Street  
The Dalles, Oregon 97058

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives as of this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

CITY OF THE DALLES

CHENOWITH WATER COOPERATIVE

By \_\_\_\_\_  
Margaret M. Renard  
City Manager

By \_\_\_\_\_  
Jack Wallace  
Board Chairman

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Gene E. Parker  
City Attorney

\_\_\_\_\_  
Paul Beasley  
Of Attorneys for Chenowith  
Water Cooperative