

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Gravel Purchase

<p>Background:</p> <p>The Public Works Department is seeking approval to purchase gravel. A stockpile of gravel is available for purchase at a cost of \$30,000, in an area where the county needs inventory. The agreement and purchase are before the Board for approval.</p>	<p>Requested Action:</p> <p>Approve agreement with Eagle Cap Rentals and payment for the purchase of gravel in an amount of \$30,000 and authorize Chair to sign the agreement</p>
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ATTACHMENTS: Proposed Agreement

*****For Internal Use Only*****

Checkoffs:

- () Dept. Heard (copy)
- () Human Resources (copy)
- () Fiscal
- (X) Legal (copy)
- () (Other - List:)

To be notified of Meeting:
Tom Fellows

Needed at Meeting:

Scheduled for meeting on: June 5, 2024

Action taken:

Follow-up:

AGREEMENT TO USE A QUARRY SITE

This Agreement made and entered into this _____ day of April, 2024, by and between EAGLE CAP RENTALS (“**Owner**”), and UMATILLA COUNTY, a political subdivision of the State of Oregon (“**County**”),

WITNESSETH:

WHEREAS, the **Owner** is the record owner of Umatilla County Tax Lots 4N37-1301 and 4N37-2101, which include a gravel pit located in Sections 8, 9, 16 and 17, Township 4 North, Range 37, East of Willamette Meridian, Umatilla County, Oregon (“**Quarry**”):

WHEREAS, the **County** is desirous of purchasing, stockpiling and transporting rock from the Quarry.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. The **Owner** agrees to permit the **County** to purchase and to remove approximately 10,000 to 12,000 cubic yards of material currently stockpiled in the Quarry. The gravel will be used to maintain County Roads within the vicinity of the Quarry. An aerial photograph of the property, noting the location of the Umatilla County stockpile, is attached and incorporated by this reference.
2. The **Owner** agrees to permit the **County** to stockpile the 10,000 to 12,000 cubic yards of material at the Quarry site until the material has been removed, up to a period of two years.
3. The **Owner** agrees to guarantee the **County** free access to the Quarry at all times.
4. The **County** agrees to install a gate at the entrance to the property.
5. The **County** agrees to clean up and to remove the debris currently around the Quarry site.
6. The **County** agrees to pay to the **Owner** the sum of \$30,000 for the purchase of all of the stockpiled material.
7. The **County** agrees to operate the Quarry so as not to interfere with the **Owner’s** normal operations on the property or in violation of the Oregon Department of Geology and Mineral Industries operating permit.
8. To the fullest extent allowed and permitted by the Oregon Constitution and the Oregon Tort Claims Act, the **County** shall defend, indemnify and hold

Owner harmless from any and all liability, penalties, losses, damages, costs and expenses (including, but not limited to, attorney fees and costs), demands, causes of action, claims, judgments, or appeals arising out of injury to person, injury to property, or environmental problems resulting from the **County's** use, maintenance, occupation, or operation of the Quarry, or to the extent arising from any act, neglect, fault or omission of the **County**,

9. The term of this agreement shall be for two (2) years from the date of this agreement, terminating May 1, 2026, or until County removes all of the stockpiled gravel from the Quarry, whichever first occurs.

Umatilla County (**County**)

John M. Shafer, Chair
Board of Commissioners

Eagle Cap Rentals (**Owner**)

By: *George Fitzhugh*

Lincton Mountain Quarry

Umatilla County Stockpile

Legend



Google Earth

Image © 2024 Airbus

500 ft

