

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS**  
**And**  
**CITY OF AMITY**

**1. PARTIES TO AGREEMENT**

This Intergovernmental Agreement (Agreement) is made pursuant to the authority found in ORS 190.010, et seq., between the *Mid-Willamette Valley Council of Governments*, an Oregon Intergovernmental Agency created under ORS Chapter 190, hereafter called COG, and City of Amity, hereafter called MEMBER. COG and Member collectively are referred to as Parties.

**2. PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which COG will provide services as described on the Local Service Plan to MEMBER.

**3. TERM**

This Agreement shall be effective for the period of time from July 1, 2024 through and until June 30, 2025 unless sooner terminated or extended as provided herein.

**4. METHOD OF PAYMENT AND PAYMENT SCHEDULE**

- 4.1 COG agrees to submit written invoices for services to the billing contact person identified in the signature block below.
- 4.2 COG shall submit invoices for services according to the current COG "Schedule of Fee for Services."
- 4.3 MEMBER agrees to pay for services at the rates set forth in the most current COG Schedule of Fee for Services resolution schedule including as applicable, hourly staff rates, flat rates, indirect rate (if applicable), and mileage at the IRS mileage rate for travel related to providing said services.
- 4.4 MEMBER agrees to make payment to COG within 30 days of receipt of invoices from COG.

**5. ACCESS TO RECORDS**

Both parties shall maintain all records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document both parties' performance hereunder. Parties

acknowledge and agrees that the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

## **6. COMPLIANCE WITH APPLICABLE LAWS**

Each party agrees to comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

## **7. AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Any amendments shall be in writing and signed by duly authorized representatives of both parties.

## **8. SUSPENSION OR TERMINATION**

- 8.1 This Agreement may be extended by written agreement of the parties signed by the representatives authorized to execute this agreement.
- 8.2 This agreement may be terminated by mutual consent of the parties at any time.
- 8.3 This Agreement may also be terminated for convenience upon written notification by either party with a minimum notice of thirty (30) calendar days delivered by mail or in person. In the event of Agreement termination for convenience, COG shall be due payment for all work completed by the time of termination.
- 8.4 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

## **9. INDEPENDENT CONTRACTOR**

MEMBER has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.

## **10. LIMITED WARRANTY**

In no event shall COG be liable for indirect or consequential damages. In no event regardless of theory of recovery shall COG be liable for any damages in excess of the amounts actually paid by MEMBER to COG for services provided under this agreement.

## **11. CONFLICT OF INTEREST**

No member, officer, or employee of MEMBER, or its designees or agents, no member of the MEMBER Council, and no other public official of MEMBER who exercises any function or responsibility with respect to this project during the public official's tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under the contract.

## **12. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations in the performance of this agreement.

## **13. INSURANCE**

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

## **14. INDEMNIFICATION**

Each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees, and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Agreement, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of the person's official duties

## **15. MERGER CLAUSE**

The Parties concur and agree that this agreement constitutes the entire agreement between the Parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

**16. ASSIGNMENT, DELEGATION, SUCCESSOR**

Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

**17. CONFLICTS**

Should a conflict arise regarding billing or quality of service, the parties shall prior to bringing a claim, action, suit or proceeding in court, meet to attempt to resolve the issue within thirty (30) days of issue identification. Each party shall designate a representative authorized to negotiate a solution to the conflict. If the conflict cannot be resolved by the parties, the parties will submit the issue for mediation. Each party shall make a good faith effort to resolve the conflict through mediation. If the conflict cannot be resolved by the parties through mediation.

**18. GOVERNING LAW, JURISDICTION, VENUE & ATTORNEY FEES**

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court of the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.

**19. WAIVER**

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

**20. COUNTERPARTS.**

This Agreement and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.

**21. SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**22. NOTICES**

Any notice required to be given to COG or MEMBER under this Agreement shall be sufficient if given, in writing, by first class mail or in person as described in the signature block below.

**23. SIGNATURES**

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the Parties hereto as of the effective date set forth herein.

In witness whereof, the Parties hereto have caused this agreement to be executed on the date set forth below.

**MID-WILLAMETTE VALLEY  
COUNCIL OF GOVERNMENTS**

**CITY OF AMITY**

By: \_\_\_\_\_

Scott Dadson, Executive Director

Date: \_\_\_\_\_

Mid-Willamette Valley Council of Governments

By: \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Date: \_\_\_\_\_

Organization: \_\_\_\_\_

**BILLING CONTACT FOR INVOICES**

FOR COG

Amber Mathiesen

Finance Director

[amathiesen@mwvcog.org](mailto:amathiesen@mwvcog.org)

100 High Street SE Ste. 200

Salem, OR 97301

For MEMBER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

**NOTICES**

For COG:

Scott Dadson

Executive Director

[sdadson@mwvcog.org](mailto:sdadson@mwvcog.org)

100 High Street SE

Salem, OR 97301

For MEMBER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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