

MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF BOARDMAN AND BOARDMAN CHAMBER OF COMMERCE

WHEREAS, the City Council of the City of Boardman passed Resolution No. 15-2004 on May 4, 2004;

WHEREAS, Resolution No. 15-2004 entered Findings of Public Purpose to allow the City of Boardman to contract with other entities and organizations within the Boardman Community to provide services in fulfillment of those public purposes;

WHEREAS, the City of Boardman (hereinafter City) now wishes to enter into a Memorandum of Understanding with the Boardman Chamber of Commerce (hereinafter Chamber) to provide services to the City in fulfillment of some of the public purposes set forth in Resolution No. 15-2004.

NOW, THEREFORE, the parties hereby agree as follows:

1. Term. The term of this Agreement shall commence on July 1, 2023, and continue through June 30, 2028, unless sooner terminated as hereinafter provided.

2. Services. The Chamber shall provide services to the City as authorized in Resolution No. 15-2004.

3. Invoice and Quarterly Reports. The Chamber shall provide quarterly invoices and reports to the City Council, detailing the activities of the Chamber, the events and attractions which have been promoted by the Chamber. The quarterly report shall be made available to the City Council at the first regularly scheduled Council meeting of each quarter. The City Council may request and the Chamber shall provide a representative to answer any questions the Council may have regarding such report.

4. Payment. The City shall pay to the Chamber for the services provided the sum of \$125,000 each year this Agreement is in effect payable in quarterly payments of \$31,250.00 within ten (10) days of receipt of the quarterly invoice. In the event of termination of this Agreement during any annual term of the Agreement, the fee for services shall be prorated as of the date of termination.

5. Joint Committee. Any services which the City does not deem to fall within the services set forth in Exhibit 1 shall be reviewed by joint committee consisting of the Chamber executive director, three Chamber board members, the City manager, mayor, and two members of the City Council.

6. Independent Contractor. Chamber is deemed an independent contractor and not an employee, agent, partner or a joint venture with the City. Any and all contracts of Chamber with third parties entered into during the term of this Agreement shall be the sole obligation of

Chamber and shall not be an obligation of City. Chamber shall not represent any third parties it has the power or authority to contractually bind the City.

7. Federal, State and Local Payroll Taxes and Withholdings. Chamber shall withhold or pay on behalf of its employees: (a) Federal, state, and local taxes; or (b) any other payroll tax or other tax or assessment of any kind. Chamber shall be solely responsible for all proper withholding of taxes and other assessments from the wages of its employees required by federal and state laws and regulations.

8. Termination. This Agreement may be terminated by either party by giving the other ninety (90) days' advance written notice. In the event Chamber terminates this Agreement, it shall be obligated to complete any pending or partially completed services.

9. Notices. Any notice required by the or given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, addressed to a party at the following addresses:

City of Boardman
Attn.: City Manager
P.O. Box 229
Boardman, OR 97818

Boardman Chamber of Commerce
Attn.: Board President
P.O. Box 1
Boardman, OR 97818

10. Indemnification. Chamber agrees to indemnify, defend, and hold City, its officers, employees, councilors and agents harmless from and against any and all loss, damage, injury, cost or expenses, including attorney fees, which arise out of Chamber's performance under this Agreement.

11. Compliance with Law. The Chamber shall comply with all local, state and federal laws, ordinances, state statutes and regulations applicable to the services provided pursuant to this Agreement.

12. Assignment. Neither party shall be entitled to assign its rights and obligations under this Agreement to any person or entity without prior written consent of the other. The consent of either party shall not be unreasonably withheld or delayed.

13. Integration. It is agreed and understood that this Agreement contains all agreements, promises and understandings between City and Chamber, and that no verbal or oral agreements, promises or understandings shall be binding upon either party in any dispute, controversy or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may

be lawful and authorized under this Agreement, either in law or in equity.

14. Attorneys' Fees. If any action or other proceeding shall be instituted relating to any term or condition of this Agreement or relating to any of the rights, duties or obligations arising under it, the prevailing party shall be entitled to recover and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as attorneys' fees in such action or other proceeding and any appeal of it.

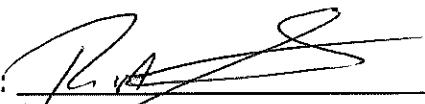
15. Authorization to Execute. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute it in their individual or represented capacity as indicated.

16. Titles and Headings. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

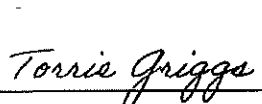
17. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted electronically will be deemed to be their original signatures for all purposes.

DATED this 18 day of July, 2023.

CITY OF BOARDMAN

By: 
City Manager:

BOARDMAN CHAMBER OF COMMERCE

By: 
CEO: