

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BOARDMAN AND BOARDMAN PARK AND RECREATION
DISTRICT FOR DEVELOPMENT AND ADOPTION OF A PARK MASTER PLAN TO
SERVE BOTH

This amended and restated Intergovernmental Agreement is made and entered into between the City of Boardman, hereinafter “City” and the Boardman Park and Recreation District, hereinafter “District.”

RECITALS

WHEREAS, the District has a 2012 Parks Master Plan that is out of date and needs to be updated; and

WHEREAS, the City and District both need a Parks Master Plan to govern development of new park and recreation systems and facilities and to manage and maintain the current inventory; and

WHEREAS, the City needs a Park Master Plan to meet the needs of our System Development Charges program renewal; and

WHEREAS, pursuant to ORS 190.010, units of local government may enter into agreement with other units of local government for the performance of any or all functions and activities that the parties to the agreement, its officers and agents have the authority to perform; and

WHEREAS, each party is a unit of local government authorized to enter into this Agreement pursuant to ORS 190.010; and

WHEREAS, City and District entered into an Intergovernmental Agreement dated August 2, 2023 (the “2023 IGA”), to provide services for the care and maintenance of City parks and recreational facilities; and

WHEREAS, the parties wish to amend and restate the 2023 IGA as set forth in this Intergovernmental Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Term

This Intergovernmental Agreement shall be effective upon date of execution by both parties and shall continue for a period of two (2) years unless terminated earlier as provided herein. The term is anticipated to provide the necessary time for the Scope of Work to be accomplished which is designed to conclude with both the City and District adopting a Parks Master Plan.

2. Scope of Work

City shall lead the process to develop a shared Parks Master Plan. That process has included drafting the Scope of Work and associated Request for Proposals, working with the District to choose a contractor, and will include managing the work of the consultant team in the development of the Parks Master Plan, and coordinate the adoption of the Park Master Plan by both the City and District.

3. Cost Sharing

The City will accept responsibility for the cost of the development and adoption of the Parks Master Plan with the following identified items to be shared: Task 8 Operations Assessment will be shared equally, and Task 9 Market Assessment will be shared 1/3 by the City and 2/3 by the District.

4. Termination

This Intergovernmental Agreement may be terminated by either party giving ninety (90) days prior written notice to the other party.

5. Notice

Any notice required by 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
Post Office Box 229
Boardman, Oregon 97818

Boardman Park and Recreation District
Post Office Box 8
Boardman, Oregon 97818

Either party may change its address provided herein by giving notice of the change in accordance with this paragraph.

6. Applicable Law

This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

7. Waiver

Waiver of either party of strict performance of any provision of this Intergovernmental Agreement shall not be a waiver of or prejudice the party's right to require strict

performance of the same provision in the future or any other provision.

8. Modification

This Intergovernmental Agreement may not be amended or modified except by written agreement executed by the parties.

9. Entire Agreement and Amendment

This document is the entire, final and complete agreement between City and District regarding the subject matter contained in it and supersedes and replaces all prior or existing written and oral agreements between the City and District concerning the subject matter including the 2023 IGA. No amendment to this Intergovernmental Agreement shall be effective unless first reduced to writing and signed by the parties.

10. Severability

The parties agree that if any term or provision of this Intergovernmental Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining provisions shall not be affected.

11. Attorney Fees

If litigation between the parties is initiated arising directly or indirectly out of this Intergovernmental Agreement, the losing party shall pay to the prevailing party the prevailing party's attorney fees and court costs as determined by the court at trial, or any appeal therefrom.

12. Counterparts

This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the parties to this Intergovernmental Agreement have caused it to be executed by their duly appointed officers as of the date of their signatures.

[Signature page follows]

Boardman Park & Recreation District

By: _____ Date: _____
Chief Executive Officer

City of Boardman

By: _____ Date: _____
City Manager