

INTERGOVERNMENTAL AGREEMENT
PUBLIC SAFETY CENTER

THIS AGREEMENT is made and entered into by and between the City of Hermiston, a political subdivision of the State of Oregon (“City”), and the Umatilla Fire District #1, a special district of the State of Oregon (“Fire District”), referred to collectively in this Agreement as the parties.

RECITALS

- A. The City owns the building located at 330 S 1st Street, Hermiston, Oregon, (public safety center). The building currently houses the Hermiston Police Department, and the Umatilla Fire District #1 (“Station 21”).
- B. The public safety center requires renovations and a seismic retrofit.
- C. The City and Fire District desire to enter into this Intergovernmental Agreement to further a joint building renovation and seismic retrofit of the public safety center.
- D. The parties acknowledge that they have authority to execute this Intergovernmental Agreement pursuant to ORS 190.010.

NOW THEREFORE, the parties agree as follows:

- 1. Term. The term of this contract will be from March 1, 2023 to December 31, 2024 or upon completion of the work required by this Agreement, whichever is later.
- 2. Project Definition. The project includes the design and construction of renovations and seismic retrofitting at the public safety center.
- 3. City Responsibilities. The City will:
 - a. Apply for a seismic retrofit grant;
 - b. Manage Seismic Grant with District support; and
 - c. Apply City funds to Police Department renovations and additions in the Public Safety Center.
- 4. Fire District Responsibilities. The Fire District will:
 - a. Apply District funds to Station 21 renovations and additions in Public Safety Center; and
 - b. Procure and contract with selected CMGC team.
- 5. Cost Split
 - a. Design Costs will be split 55% City and 45% District.
 - b. Civil Engineering costs will be split 50% City and 50% District.
 - c. Construction Costs will be split equitably between the Parties, with the District responsible for Station 21 related costs and City responsible for Police Department related costs, except that construction and other activities that qualify for Seismic Retrofit funding will be paid for by City with any awarded Seismic Retrofit grant funds.

STANDARD TERMS AND CONDITIONS

1. Legal Relationship. In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies. The Parties intend the legal relationship between the parties to be at all times and for all purposes under this Agreement that of independent contracting agencies.
2. Subcontracts and Assignment. Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party. Any attempted assignment of this Agreement without the prior written approval of the other party shall be void. If consent to a subcontract is properly given, then in addition to any other provisions of this Agreement, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Agreement that would otherwise bind the party to whom consent was given. The Parties agree that any such subcontracts shall have no binding effect on the consenting party to this Agreement.
3. Termination. This Agreement may be terminated as follows unless otherwise specified herein:
 - a. Mutual: The Parties may terminate this Agreement at any time by written Agreement.
 - b. Party's Sole Discretion: Either party, in its sole discretion, may terminate this Agreement for any reason on thirty (30) calendar days' written notice to the other party.
 - c. Breach: Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within five (5) calendar days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination.
 - d. Termination by either party shall not constitute a waiver of any claim either party may assert against the other party.
4. Access to Records. Upon reasonable advance notice, each party shall have access to the books, documents and other records of the other party (electronic or otherwise) which are necessary for completion of this Agreement for the purpose of examination, copying and audit unless otherwise limited by law.
5. Confidentiality. No reports, information, and/or data prepared or assembled by the Parties under this Agreement shall be made available to any individual or organization by either party without the prior written approval of the other party unless required by state or federal law.

6. Compliance with Applicable Laws. Parties shall comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this Agreement, including all applicable State and local public contracting provisions.
7. Insurance. The Parties represent that they are insured according to the statutory limits set in the State of Oregon for any liability, property, or auto claims. The Parties represent that they will maintain insurance to cover any claim that may result from or arise out of this Agreement.
8. Indemnity and Hold Harmless. The Parties individually accept responsibility for liability arising out of their individual performance of this Agreement. Fire District shall hold harmless, and indemnify City from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from the Fire District's negligent acts, omissions, activities or services provided pursuant to this Agreement. City shall hold harmless, and indemnify Fire District from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from City's negligent acts, omissions, activities or services provided pursuant to this Agreement. Neither Party shall be responsible for the design consultant's or CMGC's negligent acts, omissions, activities, or services provided for the renovation and seismic retrofit of the Public Safety Center.
9. Waiver, Severability. Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provision(s) of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
10. Remedies. The Parties shall be entitled all available legal and equitable remedies.
11. Dispute Resolution. The Parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.
12. Attorney Fees. The Parties agree if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements in addition to any other relief to which that party may be entitled. If the prevailing party is represented by "in-house" counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon reasonable time, rates and charges generally accepted in the Umatilla County, Oregon area for the type of legal services performed.

13. Notices/Point of Contact. All notice or demands of any kind required or desired to be given by the Parties must be in writing and shall be deemed delivered upon in-person delivery or depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below:

City of Hermiston, Attn: City Manager
180 NE 2nd Street; Hermiston, OR 97838
Email: bsmith@hermiston.or.us PH: (541) 667-5002

Umatilla Fire District #1, Attn: Fire Chief
320 S. 1st Street; Hermiston, OR 97838
Email: sstanton@ucfd1.com PH: (541) 567-8822
14. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Umatilla County Circuit Court. If the claim must be brought in a federal forum then it shall be brought and conducted in the United States District Court for the State of Oregon. PARTIES AGREE TO THE JURISDICTION OF THESE COURTS.
15. Merger Clause. There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement. All attachment(s) hereto together constitute the entire agreement between the Parties.
16. Force Majeure. Neither City nor Fire District shall be responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, walkouts by the Parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than City or Fire District.
17. Ownership of Work Product. The City will retain ownership of the building at the end of the project.
18. Modification. No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
19. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement and its attached exhibit(s) is their final and entire Agreement. This Agreement supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

I HAVE READ THIS AGREEMENT INCLUDING THE ATTACHMENT(S). I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT. I UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

UMATILLA FIRE DISTRICT #1

Signature: _____

Title: _____

Name (print): _____

Date: _____

CITY OF HERMISTON

Signature: _____

Title: _____

Name (print): _____

Date: _____