

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF OREGON CITY AND THE CITY OF WEST LINN
FOR SERVICES AT PIONEER COMMUNITY CENTER**

2023 -2024

This Intergovernmental Agreement is between the City of Oregon City (“Oregon City”) and the City of West Linn (“West Linn”) for services to be provided by Oregon City at the Pioneer Community Center.

Recitals

WHEREAS, Cities are authorized pursuant to ORS 190.003 through 190.110 to enter into intergovernmental agreements for the performance of any or all functions which a party to the agreement has the authority to perform; and

WHEREAS, Oregon City is authorized to provide transportation and nutritional programs for its residents and patrons through the Pioneer Community Center, as further described in the “Scope of Services” attached to this Agreement as Exhibit A; and

WHEREAS, Oregon City has provided similar programs for qualifying residents of West Linn for several years; and

WHEREAS, the Parties wish to enter into this Agreement for the continued provision of these programs for the qualifying residents of West Linn.

Agreement

1. Term of Agreement.

The term of this Agreement will extend for 1 year(s) until June 30, 2024. Thereafter, this Agreement shall automatically renew each year for a one-year term beginning on July 1st of a calendar year and ending on June 30th of the following calendar year.

2. Obligations of the Parties.

(A) Oregon City agrees to provide the nutritional and transportation programs described in the Scope of Services attached to this Agreement as Exhibit A to qualifying residents of the City of West Linn; however, as noted below, the services under this Agreement may be capped if the expenses exceed revenue. Oregon City will invoice the City of West Linn at the conclusion of each quarter for services rendered. The invoice provided by Oregon City will include explanatory data to show actual services provided by Oregon City.

(B) West Linn agrees to reimburse Oregon City for the expenses incurred in providing the programs identified in the Scope of Services as described in Section 3 below. West Linn shall pay any invoice it receives within thirty (30) days of the date of the invoice unless West Linn has a good-faith basis to dispute the accuracy of the invoice.

3. Reimbursement.

The City of West Linn will reimburse the Pioneer Community Center up to the amounts listed below for the services provided during the term of the agreement.

Nutritional Program: \$23,690 per fiscal year

Transportation Program: \$16,341 per fiscal year

The above amounts reflect budgeted expenses and revenues by the Pioneer Community Center. Exact expenses, costs, and revenues may fluctuate throughout the fiscal year.

The Pioneer Community Center may review annually to ensure revenues from all sources will cover the annual expense. If expenses are not covered, a request for additional funds may be made, not to exceed 3% in any one year. In addition, services may be capped if the expenses exceed revenue offset.

4. Termination. The Agreement may be terminated at any time for nonperformance of any material term of this Agreement. In addition, either party may terminate the Agreement upon providing 60 days written notice to the other party. Termination of this Agreement shall not affect any obligations or liabilities accrued to the Parties prior to such termination. Finally, this agreement is dependent on the allocation of funds and/or services through the formal budget process for both parties. If either Party is unable to fulfill requirements under this agreement, that Party shall notify the other Party of their inability to perform, and this Agreement shall be terminated upon receipt of that notice.

5. Notices. Notices related to this Agreement shall be directed to the following contacts:

City of Oregon City
Social Service & Community Center Manager
Cecily Rose
615 5th St
Oregon City, OR 97045
crose@orcity.org

City of West Linn
Parks & Recreation Director
Ken Warner
22500 Salamo Rd
West Linn, OR 97068
kwarn@westlinnoregon.gov

6. Compliance with laws. The Parties agree to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations.

7. No assignment. This Agreement may not be subcontracted, assigned, or transferred by either party without the express written consent of the other party.

8. Mutual Indemnification. Each party shall defend, indemnify, and hold the other harmless from and against any and all claims, lawsuits, or actions for damages, costs, losses or expenses arising from the indemnifying party's actions pursuant to this Agreement.

9. Dispute Resolution. Any dispute arising out of this Agreement will first attempt to be resolved informally between the Parties, first at the management level and then at the governing body level. If the dispute cannot be resolved informally, then the Parties may pursue any rights and remedies available to them.

10. No Attorneys' Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

11. No Waiver of Claims. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or any other provision of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties for document scanning and storage services. It supersedes any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral which are not fully expressed herein. This Agreement may not be modified or amended except in writing, signed by each party to this Agreement.

City of Oregon City

City of West Linn

Tony Konkol, City Manager
625 Center Street (PO Box 3040)
Oregon City, OR 97045

John Williams, City Manager
22500 Salamo Rd
West Linn, OR 97068