

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made by and between the City of Banks, the City of Beaverton, the City of Cornelius, the City of Forest Grove, the City of Hillsboro, the City of King City, the City of Lake Oswego, the City of North Plains, the City of Sherwood, the City of Tigard, the City of Tualatin, Banks Fire District, Clean Water Services, Metropolitan Area Communications Commission, Tualatin Hills Park and Recreation District, Tualatin Valley Fire and Rescue District, Washington County Consolidated Communications Agency, and Washington County, referred to individually as a "Party," and, collectively, as the "Parties" to this Agreement.

RECITALS

Whereas, the Parties agree that there are mutual benefits to collaboration and cooperation in the areas of information and technology;

Whereas, the Parties have established a history of successful cooperation in these areas; and

Whereas, the Parties desire to continue this cooperation.

Therefore, the Parties agree as follows:

TERMS AND CONDITIONS

1. **START AND END DATES.**

The **effective date** of this Agreement is January 1, 2026 ("Effective Date"). The term of the Agreement shall begin on the Effective Date and end on January 1, 2031. ("Term") The Term of the Agreement may be terminated earlier or extended as provided in this Agreement.

2. **PURPOSE**

2.1. The purpose of the Agreement is to foster collaboration between the Parties related to the use of information and technology. The collaboration may include sharing technology infrastructure, technology services, or expertise related to technology. Nothing in this Agreement is intended to create an intergovernmental entity described in ORS 190.010(5).

3. **DEFINITIONS**

3.1. *Charter*: A document defining the purpose, authority, and membership of a Work Group.

3.2. *Full Partner*: A Party that is a voting member of the Governing Body.

3.3. *Governing Board (GB)*: The board that fulfills the responsibilities set forth in section 5 of the Agreement.

3.4. *Lead Administrative Partner*: The Party that maintains and operates shared assets and manages the administrative and financial functions associated with this Agreement.

- 3.5. *Member Agency*: A Party that is a non-voting member of the Governing Board. Member Agencies are typically smaller agencies who benefit from the collaboration provided by the agreement but lack the financial or operational resources to be a Full Partner.
- 3.6. *Work Group*: A group that oversees the development and operation of specific services provided to the Parties. Work Groups may be formed permanently to provide ongoing services or may be temporary to complete a specific task or purpose.
- 3.7. *Written Notice*: A notice sent via mail or email that is required to be sent under the Agreement.

4. **GOVERNING BOARD**

- 4.1. The GB shall be composed of the chief executive officer or designee of each Full Partner and Member Agency. Only representatives from Full Partner may vote on matters related to the implementation of the Agreement.
- 4.2. The GB is responsible for:
 - 4.2.1. Providing strategic guidance and direction.
 - 4.2.2. Approving the budget including fees and dues to be charged to the Parties.
 - 4.2.2.1. Proposed budgets should be made available to Parties with sufficient time to review before the decision is to be made.
 - 4.2.2.2. Budgets should be sufficient to cover the expenses associated with the services provided to Parties and develop a reserve sufficient to cover replacement costs of BUG owned equipment. The Lead Administrative Partner shall serve as fiscal agent for the reserve fund created
 - 4.2.3. Approving the addition or expulsion of a Party.
 - 4.2.4. Approving the selection of the Lead Administrative Partners.
 - 4.2.5. Forming Work Groups and approving the charters of Work Groups.
 - 4.2.6. Supporting and empowering Work Groups to:
 - 4.2.6.1. Deliver the services provided to the Parties.
 - 4.2.6.2. Complete other duties as assigned by the GB.
- 4.3. The GB will adopt rules governing how it fulfills its responsibilities including if and how those responsibilities may be delegated.
- 4.4. Approval of budget, fees, special assessments, rules, procedures, and responsibility delegation will:
 - 4.4.1. Require a majority vote of Governing Board members representing Full Partners.
 - 4.4.2. Be presented with sufficient notice for Parties.

5. **RESPONSIBILITIES OF THE PARTIES.**

5.1. The responsibilities of the Parties under this Agreement include:

5.1.1. Participating in GB and Work Groups as appropriate.

5.1.2. Paying all fees and dues in a timely manner.

5.1.3. Abiding by any rules, policies, or guidelines developed and approved by the Work Groups tasked with providing services related to this Agreement.

6. **COMPLIANCE WITH APPLICABLE LAWS.**

Each Party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. In addition, each Party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the responsibilities provided under this Agreement.

7. **RECITALS.**

The recitals above are incorporated herein as if fully set forth.

8. **TERMINATION, WITHDRAWAL, EXPULSION, AND OWNERSHIP.**

8.1. Each Party owns an undivided common interest in assets including equipment and software purchased and installed for common use after January 1st, 2026, and in all unexpended and unencumbered funds held by the Lead Administrative Partner related to this Agreement.

8.2. A Party may withdraw from the Agreement by giving at least 180 days written notice of its intent to withdraw to the Lead Administrative Partner ("Withdrawing Party"). The written notice must include a transition plan developed by the Withdrawing Party to allow the orderly and coordinated ending of all related services. The Withdrawing Party is responsible for the transition plan that must include: 1) an inventory listing each related interconnectivity requirement with certification that each is addressed prior to disconnection, 2) a written summary of a meeting with the Lead Administrative Partner to review termination requirements, and 3) a timeline for withdrawing based on that meeting with the Lead Administrative Partner.

8.3. The 180-day notice begins upon receipt of the complete written notification by the Lead Administrative Partner. After the notice period, the withdrawal will not be effective until the Withdrawing Party has paid the full fee for the entire fiscal year in which its request becomes final. Upon withdrawal, the Withdrawing Party is not entitled to a refund of any amounts for start-up, maintenance, or continuing costs, whether or not any amount is unencumbered or unexpended. Upon withdrawal, the Withdrawing Party has no financial obligations to the other Parties for future dues but forfeits any claims for goods or services purchased (or held for future purchases) under this Agreement.

- 8.4. A Party may withdraw without written notice or payment of the full fee as provided in sections 9.2-9.3 only with the written consent of all other Parties.
- 8.5. A Party's membership may be terminated for default if any Party fails to (a) pay dues within 90 days of being assessed; or (b) acts in any manner inconsistent with the duties and obligations of a Party, which include violating the rules and procedures outlined by a Work Group or GB and does not act to correct the violation in a timely manner ("Defaulting Party"). The GB may consider and decide that a Defaulting Party will be terminated for default if one or more of the above conditions are met. The GB's decision shall specify the reasons for the termination for default. Upon the GB deciding on termination, the GB, upon not less than 10 days' written notice to the Defaulting Party, which includes a copy of the decision, shall hold a meeting, special or general, to consider whether or not termination will best serve the interests of the other Parties. At such meeting, the Defaulting Party shall be provided an opportunity of not less than 30 minutes to address the GB and respond to the allegations. A vote to terminate for default under this section requires 75% of the Partner GB members. The Defaulting Party will be excluded from the 75% calculation. A termination pursuant to this section shall be effective immediately, and the Defaulting Party that was voted to be terminated shall be treated as a Withdrawing Party as defined in section 9.2 for all other purposes.
- 8.6. This Agreement may be terminated upon mutual agreement of all Parties. At the time of termination, all Parties are entitled to a share of the proceeds of the sale of shared assets including equipment and software and any unexpended and unencumbered funds held for use under this Agreement in the proportion as set by the GB at the time of termination.
9. **CHANGES.**
Modifications to this Agreement are valid only if made in writing and approved by 75% of the Parties.
10. **INDEMNIFICATION.**
Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each Party agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that Party or its officers, employees or agents.
11. **ACTION, SUITS OR CLAIMS.**
Each Party shall give the others prompt written notice of any action or suit filed or any claim made against that Party that may result in claims or litigation in any way related to this Agreement.

12. **INSURANCE.**

Each Party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

13. **NO THIRD-PARTY BENEFICIARIES.**

Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries or obligations. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

14. **REMEDIES, NON-WAIVER.**

The remedies provided under this Agreement shall not be exclusive. The Parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.

15. **OREGON LAW, DISPUTE RESOLUTION AND FORUM.**

This Agreement shall be construed according to the laws of the State of Oregon, without regard to conflict of law principles. The Parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties may pursue any available legal remedies. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon. The Parties consent to personal jurisdiction of the courts identified in this section.

16. **ASSIGNMENT.**

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other Party or Parties.

17. **SEVERABILITY/SURVIVAL OF TERMS.**

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

18. **FORCE MAJEURE.**

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the Parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

19. **INTERPRETATION OF AGREEMENT.**

This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

20. **INTEGRATION.**

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject, including the Broadband User's Group Intergovernmental Agreement.

21. **OTHER NECESSARY ACTS.**

The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

22. **NOTICE.**

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing. Any notice given by one Party to the other Party shall be deemed given and delivered (a) two days after being mailed by U.S. mail, postage prepaid; (b) one day after being sent by email, read receipt confirmed; or (c) when received, if personally delivered to the Party at the Party's physical address.

For the City of Banks

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the Banks Fire District

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Beaverton

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Cornelius

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For Clean Water Services

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Forest Grove

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Hillsboro

Contract Administrator Name, Title: **Greg Mont, CIO**

Address, City, State and ZIP Code: **150 E Main St, Hillsboro, OR 97123**

Telephone: **503-681-5401**

Email: **greg.mont@hillsboro-oregon.gov**

For the City of King city

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Lake Oswego

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For Metropolitan Area Communications Commission

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of North Plains

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Sherwood

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the Tualatin Hills Park and Recreation District

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Tigard

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Tualatin

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For Tualatin Valley Fire and Rescue

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For Washington County

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For Washington County Consolidated Communications Agency

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

23. **COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

All of the aforementioned is hereby agreed upon by the parties and executed by the duly authorized representatives of the parties signing on the next page.

<p>FOR CITY OF BANKS</p> <hr/> <p><i>Signature</i></p> <hr/> <p><i>Name (Printed)</i></p> <hr/> <p><i>Title</i></p> <hr/> <p><i>Date</i></p>	<p>FOR BANKS FIRE DISTRICT</p> <hr/> <p><i>Signature</i></p> <hr/> <p><i>Name (Printed)</i></p> <hr/> <p><i>Title</i></p> <hr/> <p><i>Date</i></p>
<p>FOR CITY OF BEAVERTON</p> <hr/> <p><i>Signature</i></p> <hr/> <p><i>Name (Printed)</i></p> <hr/> <p><i>Title</i></p> <hr/> <p><i>Date</i></p>	<p>FOR CITY OF CORNELIUS</p> <hr/> <p><i>Signature</i></p> <hr/> <p><i>Name (Printed)</i></p> <hr/> <p><i>Title</i></p> <hr/> <p><i>Date</i></p>

<p>FOR CLEAN WATER SERVICES</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>	<p>FOR CITY OF FOREST GROVE</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>
<p>FOR CITY OF HILLSBORO</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>	<p>FOR CITY OF KING CITY</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>

<p>FOR CITY OF LAKE OSWEGO</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>	<p>FOR METROPOLITAN AREA COMMUNICATIONS COMMISSION</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>
<p>FOR CITY OF NORTH PLAINS</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>	<p>FOR CITY OF SHERWOOD</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>

<p>FOR TUALATIN HILLS PARK AND RECREATION DISTRICT</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>	<p>FOR CITY OF TIGARD</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>
<p>FOR CITY OF TUALATIN</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>	<p>FOR TUALATIN VALLEY FIRE AND RESCUE</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>

<p>FOR WASHINGTON COUNTY</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>	<p>FOR WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>
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