

**YAMHILL COUNTY, OREGON /
CITY OF MCMINNVILLE, OREGON
INTERGOVERNMENTAL AGREEMENT**

This agreement ("Agreement") is between YAMHILL COUNTY ("County"), a political subdivision of the State of Oregon and the CITY OF MCMINNVILLE ("City"), a municipal corporation of the State of Oregon.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This Agreement is undertaken pursuant to ORS Chapter 190.010 and shall be effective on the date it is fully executed. It will terminate on December 31, 2023, unless modified by mutual agreement of the parties or earlier terminated pursuant to Section 10 of this Agreement.

2. Statement of Purpose.

Based upon the Petition of City, County has taken action to initiate formation proceedings for creation of a new fire district serving the area of the existing McMinnville Rural Fire District and the City of McMinnville. Formation proceedings will be undertaken in accordance with ORS 198.795 to 198.820. The purpose of this Agreement is to assure that all out of pocket costs and expenses incurred by County in connection with such district formation proceedings and election shall be fully and promptly reimbursed in full by City to County.

3. Reimbursement of District Formation Costs.

By executing this Agreement City agrees to promptly reimburse County for all out of pocket costs and expenses incurred by County in connection with McMinnville Fire District formation proceedings and election.

4. Indemnity and Hold Harmless.

Consistent with this Agreement and subject to the limitations imposed by the Constitution of the State of Oregon and the Oregon Tort Claims act, City and County shall each defend, save, hold harmless, and indemnify the other party from all claims, suits, injuries, actions of whatsoever nature resulting from or arising out of such party's actions relating to the McMinnville Fire District formation proceedings and election.

5. No Third-Party Beneficiaries.

County and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are

individually identified in this Agreement and expressly described as intended beneficiaries of the terms of this Agreement.

6. Successors in Interest.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

7. Termination.

- a. County and City, by mutual written agreement, may terminate this Agreement at any time.

- b. Either City or County may terminate this Agreement in the event of a material breach by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

8. Governing Law

The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon and ordinances of Yamhill County, Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Yamhill County, Oregon. Provided, however, 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 District of Oregon.

9. Severability

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 provisions 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. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. BY ITS SIGNATURE, CITY ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

YAMHILL COUNTY

CITY OF MCMINNVILLE

Approved:

Approved:



Commissioner

Mayor, City of MCMINNVILLE

12-1-22

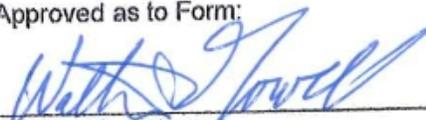
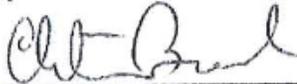
1-5-2023

Date

Date

Approved as to Form:

Approved as to Form:



County Counsel

Interim City Attorney

Attest: Claudia Coneros
City Recorder