**Willow Creek Park District**

**Intergovernmental Agreement with**

**City of Heppner**

**2024-25**

This Agreement (the “Agreement”) made effective the 15th day of April 2024, is and between the Willow Creek Park District whose business address is PO Box 582, Heppner, Oregon 97836-0605 and the City of Heppner whose business address is P.O. Box 756, Heppner, Oregon 97836-0605 known as “the parties”.

This agreement is effective as of April 15, 2024 – March 31, 2025.

RECITALS:

1. The Willow Creek Park District (WCPD) was duly formed under ORS. 266 as a Park and Recreation District in the State of Oregon.
2. The City of Heppner was duly formed under ORS. \_\_\_\_\_\_\_\_\_\_ as a City in the State of Oregon.
3. Both parties have the right to enter into this intergovernmental agreement in accordance with ORS 190.003 to ORS 190.130 in the interest of furthering economy and efficiency in local government, intergovernmental cooperation is declared a matter of statewide concern.
4. Both WCPD and City of Heppner have the right to own and construct recreation facilities as part of their purpose under ORS. 266.410.
5. Willow Creek Park District is a recreation district and has funds available for the development and maintenance of recreational facilities through fee revenues received from Strategic Investment Programs, Columbia Riverside Enterprise Zone Programs in Morrow County, and other gifts.
6. Willow Creek Park District seeks to enter into Intergovernmental agreements for the purpose of the maintenance of its recreational facilities for the citizens of Morrow County through the use of the district’s fee monies.
7. \_\_\_\_\_\_\_ at a duly formed meeting of the district on \_\_\_\_\_\_\_\_\_\_with a quorum being met, approved by unanimous decision to enter into this intergovernmental agreement for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
8. Willow Creek Park District at a duly formed meeting of the district on March 6th, 2024, with a quorum being met, approved by unanimous decision to enter into this intergovernmental agreement for the maintenance contract with the City of Heppner.
9. The parties have entered into this agreement to better serve the public more efficiently and effectively and to provide continuity of services to the community which is in the best interest of

the public.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. The Willow Creek Park District will pay the total sum of $32,000 to the City of Heppner for the maintenance of its recreational facilities.
2. Willow Creek Park District will issue payment of the funds on a quarterly basis beginning with the first payment, April 15, 2024, in the amount of $8,000.00.
3. The City of Heppner will issue quarterly reports to WCPD on the maintenance of the facilities, and maintain records of employee hours.
4. The Willow Creek Park District will authorize the City of Heppner to make approved purchases of necessary supplies and equipment for maintenance of facilities.
5. Governing Law: This “Agreement” shall be construed in accordance with, and governed by all respects by, the laws of the State of Oregon, without regard to conflicts of law principles.
6. Indemnification: The indemnification rights and obligations of the parties shall be as determined by general principles of tort law including all special principles pertaining to public bodies. Each party shall hold harmless the other party, their officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from, or arising out of the activities of either party.
7. Severability: The parties agree that 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 off the parties shall be construed and enforced as if the agreement did not contain the particular term or provisions held to be invalid.
8. This Agreement constitutes the entire agreement between the parties. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the 15th day of April 2024.

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Joseph Armato, Board Chair Date

Willow Creek Park District

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John Doherty Date

City Manager, Heppner