

# INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the “Agreement”) is between the City of Mosier (hereinafter “Mosier”) and Wasco County (hereinafter “County”), both individually without distinction as a “Party” and collectively as the “Parties.”

## SECTION 1: PURPOSE

- 1.1 This Agreement is to formalize a working relationship between Mosier and County that is to result in an updated Multi-Jurisdictional Natural Hazards Mitigation Plan (NHMP) and to establish the mechanism for full recovery of costs for services incurred by Mosier in the performance of this Agreement.
- 1.2 To be eligible to receive certain pre-and post-disaster natural hazard mitigation funds from the Federal Emergency Management Agency (FEMA), local governments must have a current FEMA-approved NHMP. NHMPs must be updated and re-approved every five years.
  - 1.2.1 On January 23, 2023, County executed an agreement with the State of Oregon, acting by and through the Oregon Department of Emergency Management (OEM) to receive funding as subrecipient from Grant (HMGP-PF-FM-5394-12-P-OR), for the purpose of updating the Wasco County NHMP.
- 1.3 On March 14, 2023, Mosier provided a letter of intent confirming its commitment to work with County in order to produce an addendum to Wasco County’s NHMP update. Mosier has pledged to join Wasco County’s NHMP Steering Committee, and to utilize a public planning process to develop mitigation action items and produce implementation strategies in accordance with OEM and FEMA requirements.
- 1.4 In order to fund Mosier’s addendum, County has requested modification to its approved budget for NHMP Grant (HMGP-PF-FM-5394-12-P-OR).
  - 1.4.1 A copy of the Mosier Letter of Intent is found in Exhibit C.
- 1.5 This Agreement codifies the responsibilities of parties pertaining to work performed, grant reporting, and grant reimbursement.

## SECTION 2: EFFECTIVE DATE AND DURATION

- 2.1 This Agreement shall begin on the date of the last signature below (“Effective Date”), and shall terminate on **July 29, 2025** unless terminated earlier in accordance with Section 8.

## **SECTION 3: AUTHORIZED REPRESENTATIVES**

### **3.1 THE CITY OF MOSIER'S AUTHORIZED REPRESENTATIVE IS:**

Jayne Bennett, City Manager  
City Administrative Office  
P.O. Box 456  
208 Washington Street  
Mosier, OR 97040  
541-478-3505 (office)  
[jayne.bennett@cityofmosier.com](mailto:jayne.bennett@cityofmosier.com)

### **3.2 WASCO COUNTY'S AUTHORIZED REPRESENTATIVES ARE:**

Kelly Howsley-Glover, Planning Director, Wasco County Planning Department  
27C5 East Second Street  
The Dalles, OR 97058  
541-506-2565 Office  
541-506-2561 Fax  
[kellyg@co.wasco.or.us](mailto:kellyg@co.wasco.or.us)

Daniel Dougherty, Senior Planner, Wasco County Planning Department  
27C5 East Second Street  
The Dalles, OR 97058  
541-506-2568 Office  
541-506-2561 Fax  
[danield@co.wasco.or.us](mailto:danield@co.wasco.or.us)

### **3.3 A Party may designate a new authorized representative by providing written notice to the other Party.**

## **SECTION 4: RESPONSIBILITIES OF EACH PARTY**

- 4.1 County shall perform the work assigned to County in Exhibit A, attached hereto and incorporated herein by this reference.
- 4.2 Mosier shall perform the work assigned to Mosier in Exhibit A, attached hereto and incorporated herein by this reference.
- 4.3 Tasks listed in Exhibit A may be reassigned between parties upon mutual written acceptance by authorized representatives.
- 4.4 County shall adopt the NHMP that results from the work described in Exhibit A.

## **SECTION 5: COSTS**

- 5.1 As the purpose of this Agreement is to formalize a working relationship between Mosier and County and to establish the mechanism for recovery of reasonable costs for services incurred by Mosier in the performance of producing an addendum to Wasco County's NHMP update, the Parties agree the reimbursable costs will include the following:
  - 5.1.1 Personnel services (salaries, fringe benefits and other personnel expenses (OPE),
  - 5.1.2 Contracted services,
  - 5.1.3 Supplies costs,
  - 5.1.4 Travel expenses,
  - 5.1.5 Agency indirect costs,
  - 5.1.6 Other costs as mutually agreed in the statement of work, and
  - 5.1.7 Indirect Costs.

## **SECTION 6: TIME KEEPING AND REPORTING**

- 6.1 County is designated as the primary subrecipient of NHMP Grant (HMGP-PF-FM-5394-12-P-OR).
- 6.2 Mosier will provide services and keep records of the activities to maintain a transparent account of time spent and activities completed.
- 6.3 The format of time sheets and activity details will be in Exhibit B.
- 6.4 Rates will be based on the agreed upon Personnel Services calculated in Exhibit A.
- 6.5 As project funding is a Federal Grant source, Mosier will prepare an invoice / Request for Reimbursement (RFR) upon the completion of each phase of the Project.

- 6.6 Mosier Project Manager and Project Team, as a sub-awardee, will submit quarterly Project Performance Progress Reports (PPPR) to County, so that County, as may submit all required data to OEM. PPPR's will be submitted within 20-days from the end of each fiscal quarter; (April 20th, July 20th, October 20th, January 20th).
- 6.7 Contract Closeout. Mosier will complete and submit all remaining invoices/ RFR and PPPRs within forty-five (45) days of the contract term date specified in 2. Effective Date and Duration.

## **SECTION 7: INVOICING AND PAYMENTS**

- 7.1 Mosier will prepare a Request for Reimbursement (RFR) and invoice County upon the completion of each Project Phase. The invoice (RFR) will contain two parts; the (i) cover sheet, (ii) the detailed breakdown of costs defined in Section 5.
- 7.2 Cover sheet will be required to include the following information: Project name, reference this Agreement Name/Number, Time Period for which the invoice covers, breakdown of costs as follows:
  - 7.2.1 Personnel Services, accompanied by documentation in attachment as described above in 7(ii),
  - 7.2.2 Monthly timesheets totals, accompanied by attached time sheets as described above in 7(ii),
  - 7.2.3 Verifiable contracted services, accompanied by documentation in attachment as described above in 7(ii),
  - 7.2.4 Supplies Costs, accompanied by documentation in attachment as described above in 7(ii),
  - 7.2.5 Travel expenses, accompanied by documentation in attachment as described above in 7(ii), and
  - 7.2.6 Agency indirect costs.

## **SECTION 8: TERMINATION**

- 8.1 This Agreement may be terminated at any time by mutual written agreement of the Parties.
- 8.2 A Party may terminate this Agreement upon 30 days written notice to the other Party.
- 8.3 A Party may terminate this Agreement immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice, upon the occurrence of any of the following events:
  - 8.3.1 The terminating party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient in the terminating Party's reasonable administrative discretion, to allow full performance of its duties under this Agreement;

- 8.3.2** Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such performance from the planned funding source; or
- 8.3.3** The other Party materially breaches an obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger that Party's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the terminating Party's notice to the other Party of such breach or failure, or within such longer period of cure as the terminating Party may specify in such notice.

## **SECTION 9: INDEMNITY, LIABILITY, AND INSURANCE**

- 9.1** Subject to the limitations of the Oregon Tort Claims Act, the Constitution and any applicable policies of insurance, the Parties agree to save and hold harmless and indemnify each other, including their officers, agents and employees, from any loss, damage, injury, claim or demand by a third party against either party to this agreement arising from the activities of the other party in connection with this Agreement. Neither party shall be liable for any loss, damage, injury, claim, or demand against each other arising from their respective activities in connection with this Agreement, except as otherwise expressly provided.

## **SECTION 10: AMENDMENTS**

- 10.1** The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.

## **SECTION 11: NOTICE**

- 11.1** Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement shall be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address, number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 10.

## **SECTION 12: SURVIVAL**

- 12.1** All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

## **SECTION 13: SEVERABILITY**

**13.1** 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 of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 14: COUNTERPARTS**

**14.1** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

## **SECTION 15: RECORDS**

**15.1** The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

## **SECTION 16: COMPLIANCE WITH LAW**

**16.1** In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations.

## **SECTION 17: NO THIRD-PARTY BENEFICIARIES**

**17.1** Mosier and County are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

## **SECTION 18: FORCE MAJEURE**

**18.1** Neither Party is responsible for any failure to perform or any delay in performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond that Party's reasonable control.

## **SECTION 19: MERGER, WAIVER AND MODIFICATION**

19.1 This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. 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.

**SECTION 20: SUBCONTRACTS AND ASSIGNMENT**

20.1 Neither Party may assign, delegate or transfer any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**Wasco County**

By:



\_\_\_\_\_  
Steven D. Kramer  
Commission Chair  
Wasco County Board of Commissioners

12.6.2023

Date

**City of Mosier - Mosier**

By:



\_\_\_\_\_  
Jayme Bennett  
City Manager  
City of Mosier

12/07/2023

Date





## Exhibit C



March 14, 2023

Wasco County Planning  
**Kelly Howsley - Glover, PhD | Planning Director**  
541-506-2560 | Fax 541-506-2561  
2705 East Second St | The Dalles, OR 97058

**CC: DLCD:**

Angie Brewer, AICP  
**Central Oregon Regional Representative | Community Services Division**  
Central Regional Solution Center  
1011 SW Emkay Drive, Suite 108  
Bend, Oregon 97702

Regarding: Wasco County Multi-Jurisdictional Natural Hazards Mitigation Plan with Mosier Addendum

This letter confirms The City of Mosier's commitment to work with Wasco County to update the Wasco County Multi-Jurisdictional Natural Hazards Mitigation Plan.

The City of Mosier is committed to producing an addendum to be part of the Wasco County Multi-Jurisdictional Natural Hazards Mitigation Plan, to include mitigation action items and an implementation strategy unique to The City of Mosier.

The City of Mosier will be joining the Wasco County Steering Committee to also participate in the broader NHMP Plan.

Thank you for your consideration and support in this regard. Please reach out with any questions or concerns you may have.

Thank you,

Jayme Bennett, City Manager  
City of Mosier