

INTERGOVERNMENTAL AGREEMENT

BETWEEN

MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT

AND

QUALITY LIFE

FOR BROADBAND SUPPORT, TECHNICAL ASSISTANCE AND GRANTWRITING

THIS AGREEMENT, made this ____ day of _____, 20____, by and between the Mid-Columbia Economic Development District (hereinafter the “District”), an Economic Development District formed under ORS190 and RCW 39.34, and QualityLife an ORS Chapter 190 Intergovernmental Agency of The Dalles, a municipal corporation organized under ORS224 (hereinafter “QLife”).

RECITALS:

WHEREAS, ORS Chapter 190 authorizes governmental entities such as cities and economic development districts to enter into written agreements for the performance of any or all functions and activities that either entity has the authority to perform on its own.

WHEREAS, QLife has requested, and the District has agreed, to work together to support support QLife’s mission to facilitate access to scalable telecommunication infrastructure to enable affordable broadband level internet ~~Broadband~~ in Wasco County.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants of the District and QLife, each to the other giving, the District and QLife do hereby agree as follows:

1. Services to be Provided:

A. The District will provide the services and personnel to complete the work activities described in the Scope of Work (Section 2) below

B. QLife will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Scope of Work:

The District will provide the following services to the benefit of QLife mission to facilitate access to scalable telecommunication infrastructure to enable affordable broadband level internet in broadband services Wasco County:

A. Support, technical assistance, and grant writing/ grant management assistance; and

B. Coordination and support of the Wasco County Broadband Action Team.

3. Consideration:

QLife will disburse an amount not to exceed \$25,000.00 to the District subject to this Agreement’s qualifying terms and conditions. In all events, the Parties expressly agree QLife’s obligations under this Agreement are contingent on Funding availability through QLife’s budget process and subject to all applicable federal, Oregon, and local laws regarding the governance of such monies. Plainly, the Parties understand and agree QLife’s obligation to disburse Funds to District is limited to the degree QLife actually appropriates such Funds for the given fiscal year. Payment should be made by QLife to the District **by September 30, 2024.**

4. Term:

Subject to other contract provisions, the period of performance under this Contract will be from the date of execution through June 30, 2025, unless sooner terminated as provided herein. This IGA is subject to two (2) one-year automatic renewals (through June 30, 2027) unless written notice to terminate contingent on budget availability.

5. Notices:

All notices, requests, demands and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mails, addressed to the party to which such notice, request, demand or other communication is requested or permitted to be given or made hereunder at the addresses set forth below or at such other address of which such party shall have notified in writing the other party hereto. Those notices, requests, demands or other communications relating to termination or amendment shall be in writing and mailed certified and postage prepaid.

If to QLife: QLife Administrator
~~313 Court Street~~ 511 Washington Street
The Dalles, OR 97058

If to District: Executive Director
Mid-Columbia Economic Development District
~~515 E. Second St~~ 802 Chenoweth Loop Rd.
The Dalles, OR 97058

6. Severability:

If any portion of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. Amendment:

The District and QLife may, from time to time, request changes to this Agreement or its provisions. Any such changes that are mutually agreed to by the District and QLife shall be incorporated herein by written amendment to this Agreement. It is agreed and understood that no material or substantive alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties to this agreement. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties to this agreement.

8. Termination:

This IGA may be terminated by mutual consent of both parties. QLife may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to the District, or at such later date as may be established by QLife life and submitted in writing to District. District may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to QLife.

9. No Implied Waiver:

No failure on the part of the parties hereto to insist upon the strict performance of any provision of this Agreement or to exercise any right called for herein shall constitute a waiver of any provision of this Agreement or the rights of the parties hereto.

10. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

11. No Agency:

This Agreement does not in any way constitute or nominate either of the parties as the agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party to this Agreement.

12. Indemnity:

To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 (the "Act"), to the extent the Act is applicable, the District and QLife shall release, defend, indemnify, and hold harmless one another and one another's officers, board members, commissioners, employees, and agents from and against all damages, claims, injuries, costs, or judgments which may in any manner arise as a result from either parties' actions pursuant to this Agreement.

14. Entire Agreement:

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior agreements, commitments, representations, writings,

and discussions between them regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, QLife and the District have executed this Agreement pursuant to due authority, as evidenced by the signature of the duly appointed representative of each entity below.

QLife

**Mid-Columbia Economic Development
District**

By: _____
Matthew B. Klebes, QLife Administrator

By: _____
Jessica Metta, Executive Director

Date: _____

Date: _____