

INTERGOVERNMENTAL AGREEMENT

between

and
WILLAMETTE EDUCATION SERVICE DISTRICT

THIS AGREEMENT is entered into and shall be effective on _____,
by and between _____ and **Willamette Education Service District** (“WESD”).

RECITALS

WHEREAS, _____ and WESD are units of local government, as that term is defined in ORS 190.003; and

WHEREAS, ORS 190.010 provides that units of local government may enter into written agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform; and states further that the agreement may provide for the performance of a function or activity:

- 1) By a consolidated department;
- 2) By jointly providing for administrative officers;
- 3) By means of facilities or equipment jointly constructed, owned, leased or operated;
- 4) By one of the parties for any other party;
- 5) By an intergovernmental entity created by the agreement and governed by a board or commission appointed by, responsible to, and acting on behalf of the units of local government that are parties to the agreement; or
- 6) By a combination of the methods described above; and

WHEREAS, ORS 190.020 requires the agreement to specify the functions or activities to be performed and by what means they shall be performed and, where applicable, the agreement shall provide for:

- 1) The apportionment among the parties to the agreement of the responsibility for providing funds to pay for expenses incurred in the performance of the functions or activities;
- 2) The apportionment of fees or other revenue derived from the functions or activities and the manner in which such revenue shall be accounted for;

- 3) The transfer of personnel and the preservation of their employment benefits;
- 4) The transfer of possession of or title to real or personal property;
- 5) The term or duration of the agreement, which may be perpetual;
- 6) The rights of the parties to terminate the agreement; and

WHEREAS, concerning the effect of the agreement, ORS 190.030 states:

- 1) When an agreement under ORS 190.010 has been entered into, the unit of local government, consolidated department, intergovernmental entity or administrative officer designated therein to perform special functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested in law in each separate party to the agreement, its officers and agencies;
- 2) An officer designated in an agreement to perform specific duties, functions or activities or two or more public officers shall be considered to be holding only one office;
- 3) An elective office may not be terminated by an agreement under ORS 190.010; and

WHEREAS, (put in circumstances giving rise for need of IGA)

; and

WHEREAS, _____ and WESD wish to enter into an agreement which provides _____; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties enter into the following:

A G R E E M E N T

1. Purpose of and Effective Date of Contract.

1.1 The purpose of this Contract is to provide _____.

1.2 This Contract becomes effective upon execution by both parties and shall commence on _____, and remains in effect until _____. Any renewals and/or changes to this agreement must be in writing, in the form of an amendment to this Contract and signed by both parties.

2. **Duties and Responsibilities of _____.**
(Describe duties):

2.1 Hourly Rate shall be \$_____ (if applicable). The maximum total payment under this Contract, including expenses is \$_____.

3. **Duties and Responsibilities of WESD.** Duties and responsibilities may include, but are not limited to:

3.1 Describe WESD's duties:

3.2 Hourly Rate shall be \$_____ (if applicable). The maximum total payment under this Contract, including expenses is \$_____.

4. **Term of the Agreement.** The parties may extend or renew this agreement, with all renewals or extensions agreed upon in writing.

5. **Indemnification.**

5.1 _____ and WESD are each independent governmental agencies. Neither _____ nor WESD is an agent for one another. _____ and WESD shall not be responsible for any legal liability, loss, practice, damages, costs and expenses arising in favor of any person, account of personal injuries, death, property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this Intergovernmental Agreement.

5.2 Both _____ and WESD shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270.

6. **FERPA Re-Disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five (5) years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian, and must be used only for the purposes identified in this Agreement.

7. **Assignment.** Neither party to this agreement may assign its interest in the agreement without the express written consent of the other party.

8. **Compliance With Laws.** During the entire term of this agreement, the parties shall comply in every respect with all laws, rules and regulations of the State of Oregon as well as agency policies affecting their rights and responsibilities under the contract.

9. **Waiver.** No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.

10. **Contract Disputes.** The parties agree that any disagreement regarding the interpretation, meaning or any provision of this agreement shall be settled by arbitration if so requested by either party in writing. The arbitration decision will be binding upon the parties. The cost of such arbitration shall be shared equally between the parties.

11. **Termination or Suspension of Performance.** This Intergovernmental Agreement may be terminated under the following conditions.

11.1 By mutual consent of both parties, by either party on 30 days' notice, in writing and delivered by certified mail or in person.

11.2 Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination;

11.3 The parties agree to promptly settle all accounts existing from work performed under this contract upon termination.

12. **Integration Clause.** The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding upon the other party except to the extent incorporated in this agreement.

13. **Modifications.** No modification of this agreement shall be binding upon the parties unless reduced to writing.

Signed on _____
Date

Signed on _____
Date

Agency

Willamette Education Service District
Agency

By: _____
Signature

By: _____
Signature

Print Name and Title

Print Name and Title