

RESOLUTION NO. 1698

A RESOLUTION APPROVING THAT INTERGOVERNMENTAL AGREEMENT WITH RVCOG FOR TEMPORARY USE OF SENIOR CENTER BUILDING AND AUTHORIZING CITY MANAGER TO EXECUTE SAME

Recitals:

- A. RVCOG and the City are in the process of negotiating a sale of the Central Point Senior Center commercial building located at 123 N. 2nd Street in Central Point;
- B. RVCOG intends to use the building for provision of senior services and programs including "Meals on Wheels" and "Food with Friends";
- C. In order to allow continuity of such services pending completion of the sale of the property, RVCOG and City desire to enter into an Intergovernmental Agreement allowing RVCOG to use the building for provision of such services.

The City of Central Point resolves as follows:

Section 1. The Council approves the Intergovernmental Agreement attached hereto as Exhibit "A" and authorizes the City Manager or his designee to sign said Agreement on behalf of the City.

Passed by the Council and signed by me in authentication of its passage this 17th day of February, 2022.


Mayor Hank Williams

ATTEST:


City Recorder

INTERGOVERNMENTAL AGREEMENT
TEMPORARY USE OF SENIOR CENTER

This Intergovernmental Agreement is made and entered into in duplicate as of the later of the dates entered below, by and between the CITY OF CENTRAL POINT, a municipal corporation, hereinafter "CITY" and ROGUE VALLEY COUNCIL OF GOVERNMENTS, hereinafter "RVCOG") regarding temporary use and operation of the Central Point Senior Center and related facilities for operation of senior services such as "Meals on Wheels" and "Food and Friends" program.

RECITALS

WHEREAS, the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purposes of furthering economy and efficiency in local government; and

WHEREAS, Oregon Statutes grant general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190.010 et seq; and

WHEREAS, the Central Point Senior Center, located at 123 N. 2nd Street in Central Point (hereinafter the "Premises") is currently the location in which multiple services to seniors in the community are offered; and

WHEREAS, RVCOG currently offers meal programs to seniors such as Meals on Wheels and Food & Friends and desires to purchase the Premises for their meal programs; and

WHEREAS, it is necessary and appropriate for RVCOG to secure space to continue providing senior services pending its negotiation and purchase of the Premises from the CITY; and

WHEREAS, CITY and RVCOG deem it to be in their mutual best interest to enter into this Intergovernmental Agreement for the purpose of allowing RVCOG to utilize the Premises and related facilities for continuation of senior center operations.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants, terms and provisions set forth below, the parties agree as follows:

1. The CITY agrees to provide RVCOG use of the Premises for a period up to 180-days without charge for Senior Center operations, including but not limited to "Meals on Wheels" and "Food & Friends" subject to the provisions of section 3 below. The Premises consist of approximately 1800 square feet of commercial building space located at 123 N. 2nd Street, Central Point as well as non-exclusive reasonable use of the common area surrounding the building space for parking, ingress and egress, in common with CITY.
2. During the period of any such temporary use, RVCOG shall provide all necessary personnel, volunteers, equipment and supplies and pay all expenses related thereto in

connection with RVCOG operations. Should it become necessary for RVCOG to use CITY equipment on a temporary basis, the parties agree to meet and confer as to the terms of such use.

3. It is anticipated, at the time of this agreement, that the temporary use of the Premises shall occur Monday through Friday from 7:00 a.m. to 1:30 p.m. and is subject to the following restrictions:
 - 3.1 Any modifications to the Premises made by RVCOG shall be subject to prior approval of CITY. All such modifications shall be at RVCOG's sole expense. RVCOG shall be required to obtain all necessary permits for such work. RVCOG shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the Premises free from any liens. If RVCOG fails to pay any such claims or to discharge any lien, CITY may do so and collect the costs from RVCOG. Any amount so added shall bear interest at the rate of twelve percent (12%) per annum from the date expended by CITY and shall be payable on demand.
 - 3.2 RVCOG is responsible for its own set up and take down, cleanup, storage, and any damage done to CITY facilities by its groups or persons whom it may invite to attend.
 - 3.3 The Premises shall be used for the purpose of providing senior services and other civic activities.
 - 3.4 Upon termination of this Agreement, except where such termination is the result of RVCOG's taking title to the Premises, all fixtures placed upon the Premises during the term, other than RVCOG's trade fixtures, shall, at CITY's option, become the property of CITY. If CITY so elects, RVCOG shall remove any or all fixtures that would otherwise remain the property of CITY and shall repair any physical damage resulting from the removal. If RVCOG fails to remove such fixtures, CITY may do so and charge the cost to RVCOG with interest at the legal rate from the date of expenditure.
4. This Agreement shall continue in effect until the closing of the sale of the Premises, or until terminated by either party as provided in paragraph 5.
5. Each party to this Agreement reserves the right to terminate this Agreement by giving the other party 30-days prior written notice of its intent to terminate.
6. Each party agrees to indemnify and hold harmless the other from liability arising from the acts or omissions of the elected officials, officers, employees or agents of the party.
7. This Agreement shall be liberally construed to effect the purposes expressed herein.
8. This Agreement is effective when it has been executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate on the dates set forth below.

CITY OF CENTRAL POINT

**ROGUE VALLEY COUNCIL OF
GOVERNMENTS**

By:
Its:

By:
Its: