

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is effective this 5th day of March 2021 ("Effective Date") between Linfield University, an Oregon Non-Profit Corporation ("Linfield"), and the City of McMinnville, an Oregon municipal corporation ("City"), with each also sometimes referred to as "Party" and together as the "Parties".

RECITALS

WHEREAS, the City has identified the need to construct a new recreation facility due to the deteriorating conditions at its current facilities, which may include, among other things, a pool(s), exercise facilities, sport courts, and other city recreation services ("Recreation Center"); and

WHEREAS, Linfield owns land within the City's boundaries that meets many of the City's preferred criteria for location and the City believes a portion of this site may be suitable for the location of the Recreation Center ("Property"); and

WHEREAS, Linfield may be willing to make a portion of the Property available to the City for development of the Recreation Center depending on terms and conditions to be negotiated, provided that the arrangement generally promotes long-term benefits to both Parties, and specifically supports Linfield's established mission, vision and goals, as well as the City's MacTown 2032 Strategic Plan; and

WHEREAS, the City and Linfield recognize this may be the first part of what may be a larger discussion about master planning for additional uses such as performance space, competition venue(s), and community events space, and may discuss this matter further.

WHEREAS, the City and Linfield wish to enter into this Memorandum of Understanding ("MOU") to form the basis for negotiating further agreement(s); and therefore,

THE CITY AND LINFIELD AGREE AS FOLLOWS:

1. Non-Binding Effect of MOU.

This MOU sets forth the current intent and understanding of the Parties that form the basis of negotiation for an agreement or agreements ("Agreement") regarding land availability, design, permitting, finance, construction, and operation of the Recreation Center. Following execution of this MOU, the Parties will review the possible options for developing a proposal that can be considered by the appropriate governing bodies of each of the Parties, by other potential community and government partners, and by the community at large.

Except for the indemnity provisions of Section 3, this MOU does not create a binding agreement between the Parties and may not be relied upon as a basis for a contract by estoppel or for a claim based on detrimental reliance or any other theory. The Parties understand that, except for the expressly exempted provisions, no Party shall be bound until the Agreement has been negotiated, approved by the McMinnville City Council and Linfield's Board of Trustees, and signed by the Parties.

2. Term of MOU.

This MOU is effective on the Effective Date and will expire six (6) months after the Effective Date, unless terminated as provided in Section 6.

3. Indemnification.

To the extent allowed by law, each Party agrees to indemnify and hold harmless the other, its agents and employees from any and all claims, demands, damages, actions, losses and expenses, including attorney fees arising out of or in any way connected with the indemnifying Party's negligent act or omission under this MOU.

4. Modification.

No modification of the provisions of this MOU shall be effective unless reduced to writing and signed by both Parties.

5. Project Manager.

Each Party shall appoint a Project Manager who shall serve until the appointing Party replaces that person and gives notice. The Project Managers are:

For the City:

Susan Muir

For Linfield:

Allison Horn

Email:

Susan.Muir@mcminnvilleoregon.gov

Email:

alhorn@linfield.edu

Telephone:

503-434-7359

Telephone:

503-883-2323

6. Termination

Either Party may terminate this MOU prior to its expiration by giving 30 days written notice to the other. In the event of termination, each Party shall be solely responsible for its own expenses incurred during the term of this MOU, which shall survive the termination of the MOU.

7. Notices

All notices required by or relating to this MOU must be in writing and send by personal delivery, overnight delivery, or email to the following:

For the City:

Jeff Towery, City Manager
230 NE Second Street
McMinnville, Or 97128

For Linfield:

Mary Ann Rodriguez, Vice President for
Finance and Administration/CFO
900 SE Baker Street
McMinnville, Or 97128

IN WITNESS WHEREOF, the Parties executed this Memorandum of Understanding effective as of the date set forth above.

City of McMinnville,
An Oregon Municipal Corporation

Linfield University
An Oregon Non-Profit Corporation

By: _____
Jeff Towery, City Manager

By: MARodriguez
Mary Ann Rodriguez, VP for Finance &
Administration/CFO