

RESOLUTION NO. 1317

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH CROOK COUNTY AUTHORIZING CONTRIBUTIONS TO THE CROOK COUNTY JAIL PROJECT AND APPROVING THE TRANSFER OF REAL PROPERTY TO CROOK COUNTY FOR SITING OF THE JAIL

WHEREAS, A majority of citizens of Prineville (“City”) and Crook County (“County”) approved the issuance of general obligation bonds to construct a new Crook County Jail; and

WHEREAS, the City has agreed to contribute to the costs of the new jail; and

WHEREAS, City staff and County staff have agreed on the terms of an intergovernmental agreement (“IGA”) setting out the City’s contributions towards the costs of the new jail, a copy of which is attached; and

WHEREAS, One item of contribution is the City’s transfer to the County of two real property lots (“Lots”) located on the SE corner of the of the intersection of NE 2nd Street and NE Dunham Street upon which a parking lot is located and also the transfer to the County of the City’s interest in that part of NE Dunham Street that has been vacated by City Ordinance 1230; and

WHEREAS, City staff recommends the City Council approve the attached IGA with Crook County and the transfer to the County of the Lots and the City’s interest in that portion of vacated Dunham Street;

NOW, THEREFORE, the City of Prineville resolves as follows:

1. The attached IGA is approved.

2. The transfer of the Lots and the City's interest in vacated NE Dunham Street is approved

3. The mayor, the City manager, and City staff are authorized to execute any documents and take the action necessary or convenient to carry out the terms of this Resolution.

Passed by the City Council this _____ day of June, 2017.

Betty J. Roppe, Mayor

ATTEST:

Lisa Morgan, City Recorder

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is entered into effective _____, 2017, by and between the City of Prineville, an Oregon municipal corporation (“City”), and Crook County, a political subdivision of the State of Oregon (“County”), collectively the “Parties” and individually a “Party.”

RECITALS

A. ORS 190.003 through 190.110 provides authority for the governments of County and City to enter into a written agreement with each other or any other unit of government “for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.

B. At the November 8, 2016 general election, a majority of the qualified voters in Crook County approved the issuance of general obligation bonded indebtedness in an amount not to exceed \$10 Million to finance capital costs for a new County jail (the “Project”).

C. The general construction concept includes construction of a new single story County jail facility on the County-owned lot east of the Crook County Sheriff's Office on NE Second Street in Prineville, Oregon. The overall facility is estimated at 31,582 square feet, including jail administration, booking, inmate support, and jail housing to accommodate 76 jail beds. Complete site development will include demolition of existing buildings on-site and miscellaneous off-site improvements.

D. The project will be financed with an estimated budget not to exceed \$17 Million. The construction cost is estimated to be approximately \$13.8 Million.

E. Funding sources for the project include:

- \$10 Million in general obligations bonds.
- \$3 Million cash contribution from Crook County general fund.
- Contributions from the City of Prineville as shown on Exhibit A to this Agreement.
- Balance to be funded through a GAP loan from USDA, Business Oregon, commercial lenders, or similar.

The purpose of this Agreement is to document City's contributions toward completion of the Project.

F. County shall be responsible for any non-participating costs.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. The above recitals are incorporated herein by reference.

2. County's Project Manager, DLR Group Architecture and Planning, shall use information obtained during site surveys and schematic layout to develop a preliminary set of plans for review by the County, City, and affected utility providers.

3. Design is anticipated to include the following:

- Relocation and rerouting of gravity sewer mainlines to remove the existing line from underneath the building footprint.
- Rerouting storm water from the new facility and placement of collection facilities as needed.
- Upsizing existing water transmission main lines to accommodate required fire flows for the new facility.
- Design for new roadways to be replaced due to construction of the piping network.
- Rerouting of existing utilities including underground power, gas mains, and telecommunications for the new facility.
- Parking lot layout and storm water design.
- Site grading outside the existing building.
- Demolition plan for civil structures covered within final design.
- Erosion control plan.
- Traffic control plan as needed.

4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

5. City grants County the right to enter onto City right-of-way for the performance of duties as set forth in this Agreement.

6. City shall cause to be relocated or reconstructed all city water and sewer lines and associated connections and accessories where such relocation or reconstruction is made necessary by the plans of the Project in order to conform such sewer and water lines with the plans and ultimate requirements for the portion of the Project which are in the city's right-of-way or Project footprint.

7. City's 'in-kind' contribution to the project shall include, but not be limited, to deliverables described in paragraph #6 above, including equipment costs, labor, material, and City Development fee waivers.

8. Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by any Party.

9. None of the Parties are, by virtue of this Agreement, a partner or joint venturer with any other party and no Party shall have any obligation with respect to any other Party's debts or liabilities of whatever kind or nature, except as otherwise provided herein.

10. To the extent permitted by Article XI Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 - 30.300,

- City shall defend, save, hold harmless, and indemnify County, its officers, employees, elected officials, and agents respectively, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, employees, contractors, or agents under this Agreement; and
- County shall defend, save, hold harmless, and indemnify City, its officers, employees, elected officials, and agents respectively, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Agreement.

11. No Party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement.

12. No Party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

13. In the event of an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each Party shall be responsible for its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

14. The failure by any Party to enforce any provisions of this Agreement shall not constitute a waiver by that Party of that provision or of any other provision in this Agreement.

15. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this Agreement, which shall remain in full force and effect.

16. Any Party may terminate its participation in this Agreement upon forty-five (45) calendar days advance written notice to the remaining Party, if that Party does not obtain funding, appropriations, and other expenditure authorizations from its governing body, federal, state, or other sources sufficient to permit that Party to satisfy its performance obligations under this Agreement, as determined by that Party in the reasonable exercise of its administrative discretion. Notwithstanding the above, any Party's termination of its participation in this Agreement shall not prejudice any obligations or liabilities that accrued prior to such termination.

17. All notices and other communications under this Agreement must be in writing, and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail to a Party at the following addresses, or emailed to a Party at the following internet address, or at such address, facsimile number, or email address as a Party may designate by like notice to the other Party.

To City:

City of Prineville
Attn: City Manager
387 NE Third St
Prineville, OR 97754
Fax: 541-447-5628
Email: sforrester@cityofprineville.com

To County:

Crook County
Attn: County Judge
300 NE Third St
Prineville, OR 97754
Fax: 541-416-0353
Email: jeff.wilson@co.crook.or.us

Any notice or such other communication shall be deemed to be given (a) on the date of personal delivery; (b) at the expiration of the second day after the date of deposit in the United States mail; (c) on the date of confirmed delivery by facsimile; or (d) on the date of confirmed email.

18. This Agreement may not be modified or amended except by writing signed by all the Parties.

19. This Agreement constitutes the entire Agreement between the Parties concerning the subject matter hereof, and supersedes all prior contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this Agreement which are now fully expressed herein.

20. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.

CITY OF PRINEVILLE

CROOK COUNTY COURT

Betty J. Roppe, Mayor
Date: _____

Seth Crawford, County Judge
Date: _____

Steve Forrester, City Manager
Date: _____

Jerry Brummer, County Commissioner
Date: _____

Brian Barney, County Commissioner
Date: _____

City Contributions to Crook County Jail

1. Relocation of Off Site City Utilities (water & sewer)
 - 1a. Design Fee
 - 1c. Utility Coordination for Relocations
 - 1d. Construction Work
 - 1e. Contingency
 - 1f. Engineering Inspections
2. Planning Permit Fees
 - 2a. Lot Consolidation
 - 2b. Conditional Use Permit for Jail
 - 2c. Variance for setback
3. Waiver of City System Development Charges for water, sewer & transportation
4. Fees for Street and Alley Vacation
 - 4a. Survey (legal description)
 - 4b. Street Vacation Application
 - 4c. Alley Vacation Application
5. Transfer of Real Property
 - 5a. City Owned parking lot
 - 5b. Vacated street adjacent to city parking lot