

MEMORANDUM OF UNDERSTANDING

Aquatic Facility

This Memorandum of Understanding (this "Memorandum") is dated November __, 2018, but made effective for all purposes as of the Effective Date (as defined below), between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E. Main Street, John Day, Oregon 97845, John Day-Canyon City Parks and Recreation District ("Parks District"), a parks and recreation district formed under ORS chapter 266, whose address is 845 ½ NW Bridge Street, John Day, Oregon 97845, Blue Mountain Hospital District ("Hospital"), a health district formed under ORS chapter 440, whose address is 170 Ford Road, John Day, Oregon 97845, Grant School District #3 ("School District"), an Oregon school district, whose address is 401 N. Canyon Boulevard, Canyon City, Oregon 97820, and Grant County ("County"), a political subdivision of the State of Oregon, whose address is 201 S. Humbolt Street, Suite 290, Canyon City, Oregon 97820. For purposes of this Memorandum, the term "party(ies)" means (individually and collectively) City, Parks District, Hospital, School District, and County.

RECITALS:

A. Each party recognizes the need to promote wellness, recreation, and economic stability within the Grant County community by providing or making available certain public amenities, including, without limitation, parks, pools, and other recreational facilities.

B. Gleason Pool, a public pool located at 250 NW Canton Street, John Day, Oregon 97845, is a public asset and shared resource of the parties that benefits all Grant County residents. Gleason Pool is nearing the end of its useful life and requires significant, costly structural and non-structural repairs, additions, and replacement work. The parties agree that a new aquatic facility, including a pool, gym, recreation area, and related facilities (collectively, the "Pool"), would be a beneficial asset for the parties and the Grant County community.

C. The parties have identified certain resources to help facilitate the planning and design of the Pool, including, without limitation, land use planning experience, available publicly owned land(s), and engineering and professional service expertise.

D. In addition to existing resources, the parties desire to explore a shared-resource model for developing, constructing, and operating the Pool. To this end, the parties desire to work collaboratively to investigate funding opportunities, which investigative process will include, without limitation, determining an appropriate manner and method by which the parties will equitably share in the development, construction, maintenance, repair, and operation of the Pool.

E. ORS 190.010 provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform. The parties desire to enter into this Memorandum to, among other things, establish the parties' obligations and outline the conditions under which the parties will enter into an intergovernmental agreement concerning the Pool.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree and understand as follows:

1. Intergovernmental Agreement.

1.1 Commencing on the Effective Date, the parties will negotiate and develop a formal binding intergovernmental agreement under ORS 190.010 to govern the planning, funding, development, construction, and operation of the Pool (the "Agreement"), subject to the terms and conditions contained in this Memorandum. The parties will endeavor to enter into the Agreement within ninety (90) days after the Effective

Date. Notwithstanding anything contained in this Memorandum to the contrary, the Agreement will be subject to each party's review and approval.

1.2 The Agreement will contain terms and conditions acceptable to the parties, including, without limitation, the following: (a) establishment of a board (with representation from each party) to undertake the research, investigation, and planning process for the Pool; (b) the board's responsibilities and limited authority; and (c) each party's obligations concerning the planning, funding, development, construction, and operation of the Pool. Without otherwise limiting the generality of the immediately preceding sentence, the obligations of the board will consist of, among other things, the following: (v) researching, reviewing, and evaluating options for the Pool's design and construction, including any proposed plans and specifications; (w) receiving public input concerning Pool proposals; (x) selecting and recommending a preferred Pool option and design; (y) investigating, evaluating, identifying, and proposing options or structures that the parties may use and/or implement to fund the Pool's development, construction, and operation; and (z) development of a proposed timeline for the Pool's development and construction.

1.3 The board or steering committee will make a formal recommendation to County for a ballot measure (or combination or alternative funding mechanisms) to fund the Pool's development, construction, and operation. The Agreement will include the manner and method by which the cost for operation of the Pool will be equitably shared by the parties if, after completing the investigative process, the parties agree to construct the Pool and the voters approve a ballot measure to construct the Pool.

2. Party Obligations. Each party will designate one member to serve on a steering committee until the Agreement is executed. Each steering committee member will be appointed to the board. City will draft and prepare the Agreement; provided, however, the parties will reimburse City for all costs and expenses incurred by City to draft and prepare the Agreement.

3. Coordination. In addition to any other party obligation contained in this Memorandum, in the spirit of cooperation and collaboration, and with the mutual understanding that this is a flexible working agreement among the parties, the parties hereby commit to undertake the following actions: (a) support concerted, cooperative, effective, and collaborative work to perform and complete those obligations described in Section 1 of this Memorandum; (b) pursue maximum cooperation and communication to ensure that the investigative process is completed in a timely and cost effective and efficient manner; (c) provide timely review and constructive comments concerning all investigative documents and materials, including, without limitation, proposed plans and specifications; (d) participate in meetings as necessary or appropriate to discuss the investigative process and/or any related documents and/or materials; (e) identify solutions to reduce unnecessary delays; and (f) identify potential barriers to achieving project success through meetings, conference calls, and participation in developing timely solutions to disagreements.

4. Compliance with Laws; Expenses. Each party will perform its obligations under this Memorandum in compliance with all applicable federal, state, and local laws, rules, regulations, codes, and ordinances, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated (individually and collectively, the "Law(s)"). Except as otherwise expressly provided in this Memorandum, each party will bear the party's own expenses incurred in connection with the performance of the party's obligations under this Memorandum.

5. Term; Miscellaneous. The term of this Memorandum commenced on the Effective Date and will remain in full force and effect until terminated as provided in this Memorandum. This Memorandum may be terminated at any time by the mutual written agreement of the parties or by any party upon thirty (30) days' prior written notice to all other parties. Each party acts independently in the performance of its obligations under this Memorandum and no party is an agent of the other. This Memorandum contains the entire agreement and understanding between the parties with respect to the subject matter of this Memorandum and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. Any notice will be deemed given when personally delivered or delivered by

facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable party to the address of the other parties first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. The law firm of Bryant, Lovlien & Jarvis, P.C. has been employed by City to prepare this Memorandum and such attorneys represent only City in this matter. For purposes of this Memorandum, the term "Effective Date" means the date upon which this Memorandum is executed by all parties.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum to be effective for all purposes as of the Effective Date.

CITY:

City of John Day,
an Oregon municipal corporation

By: _____
Its: _____

Dated: _____

SCHOOL DISTRICT:

Grant School District #3,
an Oregon school district

By: _____
Its: _____

Dated: _____

COUNTY:

Grant County,
a political subdivision of the State of Oregon

By: _____
Its: _____

Dated: _____

PARKS DISTRICT:

John Day Canyon City Parks and Recreation
District, a parks and recreation district formed
under ORS chapter 266

By: _____
Its: _____

Dated: _____

HOSPITAL:

Blue Mountain Hospital district
a health district formed under ORS chapter 440

By: _____
Its: _____

Dated: _____