**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT made and entered into by and between the CITY OF JOHN DAY, a municipal corporation of the State of Oregon, hereinafter referred to as "CITY", and the JOHN DAY/CANYON CITY PARK AND RECREATION DISTRICT, a special purpose district created under ORS Chapter 266, hereinafter referred to as "DISTRICT".

RECITALS

1. Whereas, it is the desire of CITY and DISTRICT to work cooperatively to replace Gleason Pool, located at 250 NW Canton Street in John Day, and construct and operate a new aquatics center on DISTRICT land located at 845 ½ NW Bridge Street in John Day, commonly known as the Belshaw Fields at the 7th Street Sports Complex; and
2. Whereas, Gleason Pool has been closed for two seasons and the CITY is in the process of selling the current property to the Oregon State Parks and Recreation Department for expansion and further development of the Kam Wah Chung Heritage Site; and
3. Whereas, CITY has been successful in receiving $1 million in state funds for associated site development improvements adjacent to the Kam Wah Chung Heritage Site through 2021 House Bill 5006 and $2 million in 2023 State Lottery Bonds to assist with construction of a new aquatics center in John Day through 2021 Senate Bill 5534; and
4. Whereas, DISTRICT successfully maintained and managed Gleason Pool from 1990 to 2020 under an agreement between the parties, at which point operations of Gleason Pool reverted back to CITY; and
5. Whereas, parties agree that the facility should be designed and constructed as similarly represented in Exhibit A attached to this agreement; and
6. Whereas, the estimated construction budget for the aquatic center as identified in Exhibit B of this agreement is $6 million without the inclusion of the alternate warm water pool; and
7. Whereas, ORS 190.110 allows the parties to enter into a cooperative agreement for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained to be kept and performed by the parties hereto, the parties hereto mutually agree as follows:

1. DUTIES OF CITY: PHASE 1 – PLANNING AND PRE-CONSTRUCTION TASKS
   1. Hire qualified consultant(s) to prepare land use site plan and design of new aquatic center based on 2018-2020 feasibility studies conducted by CITY and DISTRICT, as shown in Exhibit C.
   2. Hire qualified consultant to prepare conditional use application based on site plan and pool design approved by parties and the John Day Planning Commission at a public hearing to be held November 9, 2021.
   3. Establish an aquatic center capital construction fund or department within CITY’s budget to receive and expend funds for the project.
   4. Hire public opinion research firm to complete a statistically valid public opinion survey associated with the proposed development of the aquatic center to inform the final design and ballot measure for construction bonds. Provide support to firm in preparation of the survey questionnaire. Provide input on final survey questionnaire.
   5. Solicit and hire qualified consultant(s) to complete 100% project design, drawings, and specifications to ensure bidding documents are in order.
   6. Demolish and remove Gleason Pool as part of the Kam Wah Chung re-development project, with remaining proceeds from the sale of Kam Wah Chung to be dedicated toward the aquatics center design and/or construction.
   7. Include aquatics center project updates and information as part of the City’s outreach to the community through radio, print, and social media sources.
   8. With assistance of DISTRICT, prepare Oregon State Parks Local Government Grant application to fund a warm water pool as part of the project. Jointly prepare and present the project to the grant review committee.
   9. Secure interim financing credit facility for the design and construction of the aquatics center, up to 50% of the project costs or $3 million, whichever is less. Credit facility shall be backed by the proceeds of the 2023 Oregon lottery bonds issued in accordance with 2021 SB 5534, as authorized by the grant from the Department of Administrative Services to CITY for expenditures related to the construction of the aquatics center and the Declaration of Official Intent to Reimburse Capital Costs with State of Oregon Lottery Revenue Bonds, enclosed as Exhibit D.
   10. CITY shall provide up to 50% of the project costs or $3 million, whichever is less, as outlined in Exhibit B, Project Construction Budget. Project planning and pre-construction costs incurred by the CITY shall be reimbursed to the CITY through funds received from sale of the Gleason Pool property, interim financing grant proceeds described in section 1, part I, and other CITY funds and grants. CITY will maintain accurate records of all project costs, both direct and indirect, associated with the project.
2. DUTIES OF DISTRICT: PHASE 1 – PLANNING AND PRECONSTRUCTION TASKS
   1. Review, sign, and submit Conditional Use Permit Application for the aquatics center to the city. Testify in support of the application at the CITY Planning Commission hearing and other public meetings, as needed.
   2. Assist CITY with selection of the public opinion research firm responsible for conducting public opinion survey. Assist with developing the survey questionnaire. Approve final survey questionnaire.
   3. Participate with CITY and its consultants in the final design and specifications process including hosting any public engagement sessions recommended by the project consultants. Approve final design, drawings, and specifications for the aquatics center.
   4. File for a general obligation bond measure election to construct the aquatic center with Grant County. Submit all applicable forms to the Grant County Clerk in a timely manner to ensure that the measure is considered by DISTRICT voters in May 2022.
   5. Determine and approve amount of the proposed bond based on input from CITY, consultants, capital campaign results, and information obtained from the public survey results. Final amount of the bond is expected to be between $3-$4 million.
   6. To assure that the public is fully informed about the proposed project, develop, and initiate a public information campaign including distribution of print and digital information describing the project, the proposed bond measure, and other applicable information. If needed, DISTRICT will hire an outside consultant/contractor to assist with design, development, and distribution of such information.
   7. Sign and submit the Local Government Grant Application to the Oregon State Parks and Recreation Department for the warm water pool. Application must be submitted prior to April 1, 2022. Assist CITY with preparing the grant and presenting the grant to the grant committee.
3. DUTIES OF CITY: PHASE 2 – POST ELECTION and CONSTRUCTION
   1. Provide technical and professional expertise to DISTRICT as requested to assist DISTRICT with initiating and managing the general obligation bond sale.
   2. Prepare solicitation and bid documents for competitive bid on aquatics center construction. Issue the request for proposals (RFP) and select a contractor in conjunction with DISTRICT, who shall make up the source selection panel along with CITY’s city councilors (source selection composition to be determined by Parties prior to RFP).
   3. Issue noticed of intent to award and notice of award for construction of the aquatics center upon voter approval of the ballot measure.
   4. CITY and CITY’s consultants to oversee construction from negotiations and approval of contract with general contractor and Notice to Proceed through Certificate of Occupancy, including payment of invoices, project financial management, and assuring that the project remains within budgeted funds.
   5. Assure compliance with prevailing wage and other state and federal regulations and reporting requirements.
   6. Balance of funds from the sale of the Gleason Pool property, if any, and remaining funds on interim credit facility shall be dedicated toward construction upon notice of award and approval of general obligation bond sale.
   7. Appoint a project manager/liaison to work with DISTRICT staff/representatives and project consultants on the project management team to provide technical assistance and general project oversight.
   8. Include aquatic center project updates and information as part of the CITY’s outreach to the community through radio, print, and social media sources.
4. DUTIES OF DISTRICT: PHASE 2 – POST ELECTION and CONSTRUCTION
   1. Upon approval of the bond measure to construct the aquatic center, contract with Special Districts Association of Oregon Advisory Services or another qualified firm to sale general obligation bonds for the project.
   2. Establish an aquatic center capital construction fund within the DISTRICT’s budget to receive and expend funds for the project.
   3. In cooperation with CITY, legal counsel, and the aquatic center design consultants, appoint board members to serve on the source selection panel for the construction RFP.
   4. DISTRICT will appoint a board member or staff representative to be part of the project management team to assist with the following items:
      1. Work with CITY and project consultants to review project construction.
      2. Approve all change orders.
      3. Upon completion of the project, review and approve final documents closing out the project.
   5. Include aquatic center project updates and information as part of the DISTRICT’s outreach to the community through print and social media sources.
5. DUTIES OF CITY: PHASE 3 – POOL OPERATION and MANAGEMENT
   1. CITY will be responsible for payment of utilities for the pool and office facility including water, sewer, electricity, propane, broadband/cable/internet service, and telephone. Meters and billings may have to be in the CITY’s name to fulfill this responsibility.
6. DUTIES OF DISTRICT: PHASE 3 – POOL OPERATION and MANAGEMENT
7. Except for utilities described in section 5, part A, DISTRICT will be responsible for all other operations, maintenance, and programming costs associated with operating the aquatics center and DISTRICT’s office located in the aquatics center building.
8. DISTRICT will open the aquatics center for public use a minimum of 90 days per year between the months of May and September unless unforeseen circumstances (e.g., weather, utility and/or mechanical failures, natural hazards, etc.) prevent public access to the facility.
9. DISTRICT will be responsible for all exterior maintenance of the pool building, fencing and grounds, including maintaining the parking lots associated with and constructed as part of the aquatics center project. Minimally this work includes routine sweeping, snow plowing/removal, stripping, signage, and preventative maintenance measures such seal coating and crack sealing.
10. DISTRICT will be responsible for maintaining all landscaping, turf, pedestrian trails/walkways, signs, lights, and other outdoor appurtenances associated with development and operation of the aquatics center.
11. TERMINATION OR SUSPENSION OF PERFORMANCE

In the event of default by either party in performance of any obligations hereunder, the other party may terminate this agreement upon 120 days prior written notice to the defaulting party, which notice shall describe the nature of the default and the intention to terminate this agreement. If said default is resolved within the time period allowed, termination shall not occur.

1. CONTRACT PERIOD

This contract shall commence upon approval and signage of both parties and continue for a minimum of 25-years and may be continued for additional periods should both parties agree. Should the DISTRICT cease to exist, the aquatic center, and parking lots developed as part of the project, will become the property of the CITY.

1. AMENDMENTS TO THIS AGREEMENT

This agreement can be amended upon the approval of the CITY’s City Council and DISTRICT’S Board of Directors. Such amendments shall be in writing and signed by the Mayor of CITY and the President/Board Chair of DISTRICT.

1. LIABILITY

Parties agree to…..insert legal counsel wording

**IN WITNESS WHEREOF**, CITY has approved by its Council and delegated authority to the Mayor to sign this agreement on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2021; and DISTRICT has approved by its Board of Directors and delegated authority to the Board President to sign this agreement on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

CITY OF JOHN DAY JOHN DAY/CANYON CITY PARK AND

RECREATION DISTRICT

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Mayor Board President

Attest: Attest:

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