

**RESOLUTION NO. 1520
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
THE ADMINISTRATION OF A STRATEGIC INVESTMENT PROGRAM PROJECT**

Whereas, the City of Prineville (“City”) and Crook County (“County”) have entered into an Agreement with EdgeConneX, Inc. (“Company”) pursuant to the Strategic Investment Program (“SIP”) Agreement as set forth in ORS Chapter 285C.

Whereas, City, County, and Crook County Fire and Rescue (“CCFR”) constitute at least seventy-five percent (75%) of the non-educational property tax receipts for *ad valorem* property taxes assessed against the project site.

Whereas, after approval of the SIP Agreement by the Oregon Business Development Commission, Company will remit a Community Service Fee (“CSF”) according to the provisions of the SIP Agreement and ORS 285C.609.

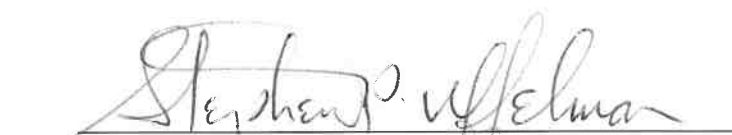
Whereas, City, County, and CCFR have negotiated the terms of a mutually agreeable Intergovernmental Agreement (“IGA”), attached to this Resolution, and incorporated herein, regarding the administration of the SIP and distribution of the CSF.

Whereas, City staff recommends that the attached IGA be approved by City Council.

Now, Therefore, the City of Prineville resolves as follows:


1. The IGA Agreement is approved.
2. The Mayor is authorized and instructed to execute the IGA on behalf of the City.

Approved by the City Council this 26th day of April, 2022.



Stephen P. Uffelman, Council President

ATTEST:



Lisa Morgan, City Recorder

INTERGOVERNMENTAL AGREEMENT
For the Administration of an ORS Chapter 285C
Strategic Investment Program Project

This Intergovernmental Agreement (hereinafter “the IGA”) is made by and between the City of Prineville, an Oregon municipal corporation (hereinafter “City”); Crook County, a political subdivision of the State of Oregon (hereinafter “County”); and Crook County Fire and Rescue, an Oregon special district (hereinafter “CCFR”). Collectively, City, County, and CCFR may be referred to as the Parties, or individually as a Party.

RECITALS

- A. *Whereas*, Oregon Revised Statutes sections 285C.600 to 285C.620 creates a Strategic Investment Program (hereinafter “SIP,) whereby qualifying businesses may be eligible for an exemption on certain ad valorem real and personal property taxes; and
- B. *Whereas*, under the operative laws governing the SIP, local governments may enter into agreements with companies in key industries to attract and retain long-term investment and employment;
- C. *Whereas*, a business enterprise designated “Project Neo” is interested in pursuing qualification for the SIP for Tax Lot 1515 12B 00 2800; and
- D. *Whereas*, City, County, and CCFR constitute at least 75% of the non-educational property tax recipients for ad valorem property taxes assessed against Tax Lot 1515 12B 00 2800; and
- E. *Whereas*, if Project Neo is approved by the Oregon Business Development Commission (hereinafter “OBDC”) for participation in the SIP, Project Neo will remit a Community Service Fee (hereinafter “CSF”) according to the provisions of ORS 285C.609 and an agreement with County and City; and
- F. *Whereas*, the Parties wish to memorialize their mutual commitments to advance the local SIP, to process the Project Neo application, and to distribute the CSF.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the Parties agree as follows.

1. **Adoption of Recitals:** The above Recitals are incorporated into this IGA, as terms of contract and not mere recitals.

2. **Effective Date:** This IGA becomes effective on the date when signed by all three Parties.
3. **Duration:** Unless sooner terminated as described herein, this IGA will remain in full force until the first of the month following twelve months after the expiration or termination of the Project Neo Strategic Investment Program Agreement (hereinafter "Project Neo SIP Agreement.")
4. **Cooperation in SIP Application:** The Parties will reasonably cooperate with each other in advancing a Project Neo application to OBDC for participation in the SIP; provided, however, that such reasonable cooperation does not require any of the following:
 - a) Adopting, amending, or altering any codes, regulations, ordinances, laws, or policies of any Party.
 - b) Except as otherwise provided by law, approving any application for other governmental approval, including but not limited to land use applications; applications for building, fire safety, or structural code permits; applications for addresses or street names; or alteration in the assessments of applicable property taxes.
 - c) The waiver of any fees otherwise applicable to the governmental function being performed.
5. **Disclaimer of Partnership:** No Party is, by virtue of participation in this IGA, a partner or joint venturer with any other Party.
6. **Distribution of CSF:** County will be responsible for distributing the CSF among the parties and any other qualifying public entity, special district, or other recipient. Distribution shall be according to the following schedule: (a) forty-five percent (45%) to be paid to the County; (b) forty-five percent (45%) to be paid to CCFR; and (c) ten percent (10%) to be paid to the City. County will provide such documentation as a Party may reasonably request to verify the calculation of CSF.
7. **Assignment:** Neither this IGA nor any of the rights granted by this IGA may be assigned or transferred by any Party.
8. **Binding Effect:** The terms of this IGA shall be binding upon and inure to the benefit of each of the Parties and each of their respective administrators, agents, representatives, successors, and assigns.
9. **Agency and Partnership:** None of the Parties are, by virtue of this IGA, an agent, a partner, or a 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.

10. **Non-Discrimination:** Each Party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age, or sexual orientation, suffer discrimination in the performance of this IGA when employed by either Party. Each Party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Additionally, each Party shall comply with the Americans with Disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

11. **Notice:** All notices and other communications required or permitted under this SIP Agreement shall be in writing and shall be either hand delivered in person, sent by facsimile or other electronic transmission, sent by certified or registered first-class mail, postage pre-paid, or sent by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered or sent by facsimile or other electronic transmission, three days after mailing if sent by mail, and one day after dispatch if sent by express courier, to the following addresses, or such other addresses as any party may notify the other parties in accordance with this section.

To City:
City of Prineville
Attn: City manager
387 NE Third Street
Prineville, OR 97754

To County:
Crook County
Attn: Strategic Invest-
ment program
300 NE Third Street
Prineville, OR 97754

To CCFR:
Crook County Fire and
Rescue
ATTN: Fire Chief
500 NE Belknap St.
Prineville, OR 97754

12. **Attorney fees:** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this IGA, each Party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

13. **No Waiver of Claims:** The failure of any Party to enforce any provision of this IGA shall not constitute a waiver by that Party of that provision or of any other provision of this IGA.

14. **Severability:** Should any provision or provisions of this IGA 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 IGA which shall remain in full force and effect.

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15. **Termination:**

- a) *By One Party:* Any Party may terminate its participation in this IGA by providing the other Parties with not less than sixty (60) days' prior written notice. Such termination will be only as to that Party's participation, and the IGA will continue in full force and effect so long as there are at least two Parties. No termination will prejudice any right or obligation which accrued prior to the effective date of the termination.
- b) *Termination of the IGA:* In the event that OBDC does not approve any application for Project Neo's participation in the SIP within twelve (12) months of the Effective Date, or OBDC rejects an application by Project Neo, this IGA may be terminated by any Party upon thirty (30) days' written notice to the other Parties. Such written notice will specify the cause of the termination.

16. **Applicable Law / Venue:** This IGA shall be governed by and interpreted in accordance with the laws of the State of Oregon, with venue reserved for the Circuit Court of Crook County.

17. **Entire Agreement:** This IGA constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this IGA which are not fully expressed herein. This IGA may not be modified or amended except by a writing signed by both Parties.

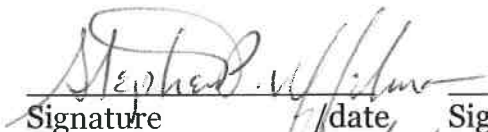
18. **Counterparts:** This IGA may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one and the same original. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the Effective Date defined above.

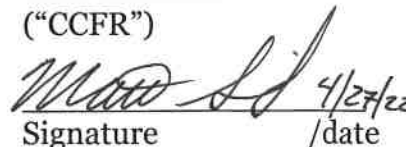
CITY OF PRINEVILLE
("City")

CROOK COUNTY
("County")

CROOK COUNTY FIRE
AND RESCUE
("CCFR")



 Signature /date



 Signature /date

Stephen P. Uffelman, Council President

Print Name & Title

Print Name & Title

Matt Smith Fire Chief
Print Name & Title