

**RESOLUTION NO. 1193**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
CROOK COUNTY REGARDING LEASE OF THE JAIL IN THE CITY OF PRINEVILLE  
POLICE DEPARTMENT BUILDING**

WHEREAS, the City of Prineville ("City") owns a building known as the Prineville Police Department Building located at 400 NE Third Street, Prineville, Oregon; and


WHEREAS, Crook County ("County") is currently leasing a portion of the Police Department Building in which to operate a jail facility; and

WHEREAS, the parties desire to enter into an updated agreement concerning County's use of portions of the Police Department Building; and

WHEREAS, City staff and County staff have negotiated an Intergovernmental Agreement regarding the lease of the jail space and other areas of the Police Department Building;

NOW, THEREFORE, the City of Prineville resolves that the Intergovernmental Agreement between the City and the County attached hereto is approved and the Mayor is authorized and directed to sign the Agreement.

Passed by the City Council this 26<sup>th</sup> day of June, 2012.

  
Betty J. Roppe, Mayor

ATTEST:

  
Lisa Morgan, City Recorder



## Staff Report – June 26th, 2012

**For:** Prineville City Council  
**Thru:** City Manager Steve Forrester  
**Topic:** Renewal of Jail Lease agreement

**Department:** Police

**Staff:** Chief Eric Bush

---

### Overview:

Refer to June 12<sup>th</sup> Staff report.

### Discussion

On June 6<sup>th</sup>, the draft lease agreement, presented to Sheriff Hensley on May 16<sup>th</sup> 2012, was presented to the County Court for consideration. This was following a meeting I had with Judge McCabe, where we discussed the agreement and I provided him a copy of the draft. The agreement was not passed due to County Counsel requesting the opportunity to review the new language. On June 11<sup>th</sup>, staff was notified that County Council requested a minor correction clarifying the implementation date. I made that correction and met personally with County Counsel, Eric Blaine, to ensure the agreement was acceptable, which he indicated it was. On Friday, June 15<sup>th</sup> at 4:22pm Mr. Blaine contacted me via email indicating Judge McCabe was requesting a \$20,000 cap on any Consumer Price Index based increases in future years. Staff has no objection to the cap nor the amount.

Assuming an average CPI of 2% per year, it will take 7 years to reach the \$20,000 cap, 5 years at 3% and 4 years at 4%. The agreement has a termination clause that could be executed anytime with 12 months notice. This could trigger a re-negotiation of the lease.

On June 20, 2012, the County Court approved and signed the agreement which included the mentioned cap.

**City Options/Recommendation:**

Consider / Approve draft Jail Lease agreement.

**Attachments**

-Agreement passed by the County Court.

## INTERGOVERNMENTAL AGREEMENT CROOK COUNTY/CITY OF PRINEVILLE

Pursuant to ORS 190.010(3), this Agreement is made and entered into effective July 1, 2011, by and between the CITY OF PRINEVILLE, a municipal corporation, hereafter called the "City", and the COUNTY OF CROOK, a political subdivision of the State of Oregon, hereafter called the "County;"

### RECITALS:

- A. City owns an existing building known as the Prineville Police Department building located at 400 NE Third Street, Prineville, Oregon (the "building").
- B. The City's Police Department is located in the building. Pursuant to prior agreements between City and County, the County Jail is also housed in the building and is operated by County.
- C. The parties desire to update the agreement regarding County's use of a portion of the building to operate the County Jail.

IN CONSIDERATION of the above premises and the following covenants, City agrees to lease to County and County agrees to lease from City, subject to the terms of this Agreement, that portion of the building known as and occupied as the County Jail (hereafter the "County Jail"). The premises are more specifically described as all space in the building occupied by the County for jail operation on July 1, 2011, including the jail commander's office, the attorney/client interview room, the booking room, the main lockup to include the holding cell, kitchen, inmates' exercise room and the sally port, together with the right to use common areas within the building including, but not limited to bathrooms, break room, storage areas as allowed by City and garage area as allowed by City.

### AGREEMENT

1. Beginning with the fiscal year commencing July 1, 2012, County shall pay to City annual rent in the amount of \$17,325. The rent payment shall be payable to City on or before August 1 of each fiscal year. Unless the parties agree otherwise, or the lease is terminated, the rent for the next and subsequent fiscal years shall be increased by the percentage increase in the consumer price index for the prior calendar year as shown on the following website: [www.usinflationcalculator.com](http://www.usinflationcalculator.com), up to a maximum annual rent of \$20,000.00.
2. This Agreement shall continue in effect until terminated by agreement of the parties or by not less than one year's prior written notice given by one party to the other party. Upon termination, County shall remove from the County Jail all equipment and property owned by County



and shall leave the County Jail in good condition, with all repairs completed and in broom clean condition.

3.

A. The following shall be the responsibility of City: 1) Repairs and maintenance of the roof, exterior walls, bearing walls, structural members and foundation. 2) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by City and County. 3) Repair and maintenance of exterior water, sewage, gas and electrical services up to the point of entry.

4) Repair of the heating and air conditioning system other than ordinary maintenance.

B. The following shall be the responsibility of County: 1) Repair of interior walls, ceilings, doors and windows and related hardware, light fixtures, switches, wiring and plumbing from the point of entry to the leased premises. 2) Any repairs necessitated by the negligence of County, its agents, employees, licensees, and persons incarcerated in or being booked into the County Jail. 3) Ordinary maintenance of the heating and air conditioning system and any repairs necessary because of improper maintenance.

4) Any repairs or alterations required due to County's obligation to comply with laws and regulations.

4. The County will assume all financial and legal liability for prisoner care within the County Jail and hold the City harmless for injuries and suits that may arise from County's operation of the County Jail. City shall indemnify and defend County from any claim, loss, or liability arising out of or related to any negligent activity of City.

5. City police officers shall have access to the booking room for the purpose of delivering prisoners, administering intoxicilizer exams, and access to jail mug files. City police shall also have use of the sally port for the purpose of delivering prisoners and washing City police vehicles, subject to the reasonable regulation by the County correctional officer in charge. There shall be no charge to the City for prisoners lodged by the City in the County Jail unless said prisoner is lodged for violation of City ordinances.

6. The manner and level of County Jail operation shall be within the sole discretion of the County. In the event that the County determines that the County Jail cannot be operated in a manner consistent with sound financial principles and the fiscal restraints under which all local governments are now operating, and/or for any reason, the County may close the County Jail entirely, or may reduce the level of operations to provide only a holding facility, or to any other level of operation the County may decide is appropriate. The County is permitted, at its sole discretion, to lease/rent beds to other governmental entities to reduce the outlays the County makes to operate the County Jail.

7. This instrument contains the entire agreement between the parties and only the terms contained in this agreement shall be binding. Statements or prior understandings/agreements not contained in this agreement are invalid and unenforceable. This agreement supersedes any and all prior agreements concerning the County Jail facility.

8. Nothing herein shall be deemed to create a partnership or joint venture between City and County.

9. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally or sent by facsimile (with confirmation) to the parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other party):

To County:      To City: 300 NE Third Street 387 NE Third Street  
Prineville, OR 97754      Prineville, OR 97754 Attn: County Judge      Attn:  
City Manager      Fax: (541) 416-3891      Fax: (541) 447-5628

With a copy to Crook County Sheriff With a copy to Prineville Police Chief 308 NE Second Street  
400 NE Third Street Prineville, OR 97754      Prineville, OR 97754 Fax: (541) 416-0353  
Fax: (541) 447-8619

Any notice or other communication shall be deemed to be given on the day of personal delivery or on the date of confirmed delivery by facsimile.

1. If any article, section, subsection, clause or phrase of this agreement is determined by any Court or Arbitrator to be invalid or unenforceable for any reason, such determination shall not affect the validity of the remaining agreement, which shall continue to be in effect.
2. Any amendments to this agreement shall not be valid unless they are in writing, and signed by both City and County.

CITY OF PRINEVILLE

By: \_\_\_\_\_ Betty J. Roppe, Mayor

CROOK COUNTY

By: Mike McCabe Mike McCabe, County Judge 6-20-2012

By: Ken Fahlgren Ken Fahlgren, Commissioner 6-20-2012

By: Not Available for Signature Seth Crawford, Commissioner 6-20-2012

G:\WP6\CHRIS\COPI\AGREEMEN\County\Intergov\Agr-Jail.doc

CF