

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: City of Hermiston Cultural Resource Center

<p>Background:</p> <p>The City of Hermiston is requesting the County to contribute toward construction of its cultural resource center. The source of the funding that has been identified is the payments made under the Lamb Weston long-term rural enterprise zone abatement. The county receives \$500,000 per year for a period of 15 years. Payments under the agreement have already been committed to City of Hermiston projects through year 10, and some of year 11, with approximately \$2.4 million that has not been committed. The proposal is to pay toward the City of Hermiston for its cultural center the remaining payments due under the enterprise zone agreement.</p>	<p>Requested Action:</p> <p>Approve payment of up to \$2.4 million to the City of Hermiston toward its construction of the cultural resource center from the enterprise zone agreement upon receipt of the payments</p>
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ATTACHMENTS: Draft Agreement

*****For Internal Use Only*****

Checkoffs:

- () Dept. Heard (copy)
- () Human Resources (copy)
- () Fiscal
- (X) Legal (copy)
- () (Other - List:)

To be notified of Meeting:
Robert Pahl

Needed at Meeting:

Scheduled for meeting on: December 7, 2022

Action taken:

Follow-up:

AGREEMENT FOR FUNDING OF CONSTRUCTION OF
A CULTURAL RESOURCE CENTER FOR
THE CITY OF HERMISTON

1.0 DATE

The date of this agreement is December , 2022.

2.0 PARTIES

The parties to this agreement are Umatilla County, a political subdivision of the State of Oregon (“County”), and the City of Hermiston, an Oregon municipal corporation (“City”).

3.0 BACKGROUND

3.1 The City and the County have a demonstrated track record of working together on projects including the construction of the NE Water Tower and a City Hall with space for county offices. The source for the funding has been the long term enterprise zone agreement for Lamb Weston. Annual payments are made under the agreement for a period of 15 years.

3.2 Both the City and the County have a vested interest in improving the services for all City/County residents, especially those that are in any way disadvantaged by language, culture, or other factors.

3.3 The City was planning a renovation to the Hermiston Public Library to improve various services through a cultural resource center for all populations of the region. County representatives were inspired by that and had ideas for additional improvements to those services.

3.4 The purpose of this agreement is to set out the terms of County contribution to the above-named project.

4.0 COUNTY CONTRIBUTIONS

4.1 The County agrees to contribute up to \$2,400,000 towards the construction of the cultural resource center project named above from the annual payments received under the Lamb Weston long term enterprise zone agreement. Receipt of these funds will be on an annual basis of \$400,000 from year 11 and \$500,000 from year 12 through 15 of the agreement. Transfer of these funds will take place within 30 days of receipt.

5.0 TERMINATION

5.1 In the event the named facilities are not completed by December 31, 2025, this agreement will terminate and the City will return any unused funds with documentation related to the funds that were utilized and the County can use any unused funds within its discretion. No further obligation of either party will remain under this agreement.

5.2 In the event the City discontinues the services of a Cultural Resource Center the County is no longer obligated to make the annual contribution.

6.0 NONAPPROPRIATION

The parties recognize that both parties' funding must be approved by legally established budget procedures. All obligations and expenditures by the parties after June 30, 2023 are contingent upon sources of revenue, and, where applicable, voter budget levy approval. In the event a party is unable to obtain revenue to meet its obligations hereunder, then all provisions of this agreement shall be subject to good faith renegotiation between the parties, including termination of the agreement.

CITY OF HERMISTON

By: _____

Date: _____

UMATILLA COUNTY

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____