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BOOK 136 PAGE 509

AUG 18 1988

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

County Clerk
For Lane County, Oregon
BY *[Signature]*
DEPUTY

ORDER 88-8-16-2

)In the Matter of Transferring Ownership
)of the Park Blocks to the City of Eugene

WHEREAS, Lane County recognizes a need to increase efficiencies in public service delivery mechanisms in the Eugene/Springfield metropolitan area due to decreases in resources available for public services and facilities, and;

WHEREAS, Lane County has determined that responsibility for the delivery of certain services occurring in the metropolitan area could appropriately be transferred from the county to cities, and;

WHEREAS, the county is the owner of park property in the City of Eugene known as the "Downtown Park Blocks", more fully described in Exhibit A, attached hereto, and;

WHEREAS, the Board of Commissioners believe it would be in the best interests of the public to convey its ownership of the Park Blocks to the City of Eugene to achieve efficiencies in service delivery; NOW, THEREFORE, IT IS HEREBY

ORDERED that the Board of Commissioners shall sign the conveyance document transferring ownership of the Park Blocks to the City of Eugene;

FURTHER ORDERED that the County Administrator is authorized to execute the Intergovernmental Agreement between the City and the County, attached hereto, subject to County Counsel review and approval of said agreement.

DATED this 16 day of August, 1988

APPROVED AS TO FORM

Date 8/15/88 lane county

[Signature]
OFFICE OF LEGAL COUNSEL

[Signature]
Chair,
Lane County Board of Commissioners

In the Matter of Transferring Ownership of the Park Blocks to the City of Eugene

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into by and between LANE COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and the CITY OF EUGENE, a municipal corporation, hereinafter referred to as CITY.

RECITALS

A. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform.

B. COUNTY and CITY recognize a need to increase efficiencies in public service delivery mechanisms in the Eugene/Springfield metropolitan area due to decreases in resources available for public services and facilities.

C. COUNTY and CITY have determined that responsibility for the delivery of certain services occurring in the metropolitan area could appropriately be transferred from COUNTY to CITY.

D. COUNTY is the owner of the "Downtown Park Blocks", more fully described in Exhibit A, attached hereto.

E. It would be in the best interests of both parties for COUNTY to convey its ownership of the Park Blocks to CITY to achieve efficiencies in service delivery.

AGREEMENTS

In consideration of the mutual agreement of the parties hereto, the parties hereby agree as follows:

A. Conveyance to CITY. COUNTY agrees to convey ownership of the Park Blocks described in Exhibit A as soon as a conveyance instrument is ready for signing. CITY has inspected the property and understands that this property is conveyed "as is" and COUNTY has no obligations nor liabilities concerning their condition after the time transfer documents are filed. Prior to the date that transfer documents are filed with Lane County Deeds and Records, CITY assumes no liability for any claims, known or unknown, as to the property.

B. COUNTY Obligations. COUNTY shall have no future obligation for capital repairs or for on-going maintenance of the property, after the conveyance instrument is signed.

C. Files and Information. COUNTY agrees to provide CITY staff with all files related to the Park Blocks. COUNTY shall also provide CITY staff with all information necessary to effect a smooth transition of ownership of the property.

D. Restrictive Covenant. CITY recognizes that the property deed contains a restrictive covenant and agrees to abide by it.

E. Fountain Sculpture. CITY agrees to pay \$500 in materials cost to the sculpter who is donating his time to repair the west fountain Salmon sculpture.

F. Saturday Market. CITY understands that COUNTY has given notice to the Saturday Market Board of Directors that its lease for use of the Park Blocks is being terminated, effective October 1, 1988. CITY has indicated a willingness to execute a new lease for the Saturday Market to use the Park Blocks.

G. Contract Interpretation. It is the intent of the parties that any dispute governed by the terms of this agreement be resolved through mutual consultation. If, after the parties have consulted, there remains a controversy regarding the interpretation or application of the terms and conditions of this agreement, the controversy shall be submitted to arbitration. Either party hereto may request arbitration by giving written notice to the other within 15 days after the parties have reached an impasse over the controversy. If the parties cannot agree on a qualified arbitrator within 15 days of the notice, selection shall be made through the procedure provided by the American Arbitration Association Commercial Arbitration Rules. The arbitrator shall assess an award to the prevailing party of its reasonable attorney fees and costs of arbitration and require the same to be paid by the losing party.

H. Amendment. No amendment of the terms and conditions of this agreement shall be valid unless the same is in writing and signed by both parties.

CITY OF EUGENE

LANE COUNTY

BY: _____
City Manager

By: _____
County Administrator

DATE: _____

DATE: _____