

RESOLUTION NO. 31-2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, DIRECTING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH CLACKAMAS COUNTY REGARDING MILWAUKIE / N. CLACKAMAS COUNTY ENTERPRISE ZONE MANAGEMENT.

WHEREAS, The City is committed through the Comprehensive Plan “to encourage an increase in the overall economic development activity within the City, [to] strive to retain existing businesses as well as actively attract new businesses, particularly those identified as having growth potential”; and

WHEREAS, The City has jointly sponsored with Clackamas County and application for designation of the Milwaukie / N. Clackamas County Enterprise Zone for a period of 10 years, effective July 1, 2008; and

WHEREAS, The City of Milwaukie and Clackamas County will require a structure under which their shared interests in efficient and effective management of the zone can be accomplished; and

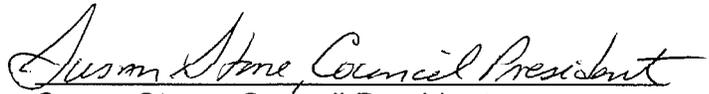
WHEREAS, Clackamas County staff have efficiently and effectively served as “Zone Manager” in the past; and

WHEREAS, Clackamas County has offered to continue to provide such services;

NOW, THEREFORE, BE IT RESOLVED that the Mayor is directed to contract with Clackamas County through the IGA attached as Exhibit A, for Clackamas County to provide zone management services, and for City of Milwaukie staff to support those activities.

Introduced and adopted by the City Council on April 1, 2008.

This resolution is effective on April 2, 2008.


Susan Stone, Council President

ATTEST:

APPROVED AS TO FORM:
Jordan Schrader Ramis PC


Pat DuVal, City Recorder


City Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF MILWAUKIE AND CLACKAMAS COUNTY FOR MILWAUKIE / N. CLACKAMAS COUNTY ENTERPRISE ZONE MANAGEMENT

THIS AGREEMENT, authorized by ORS 190.010, is made this 21 day of ~~April~~ ^{MARCH} 2008, by and between the CITY OF MILWAUKIE, an Oregon municipal corporation (hereinafter referred to as "CITY"), and CLACKAMAS COUNTY, an Oregon municipal corporation (hereinafter referred to as "COUNTY"), the promises and agreements of each being in consideration of the promises and agreements of the other.

The parties agree as follows:

Recitals. The Milwaukie / North Clackamas County Enterprise Zone was designated on December 4, 1997 for 10 years. The city and county are applying to reauthorize and expand the zone boundaries to include the Clackamas Industrial Area. If approved, the zone would expire on June 30, 2013. The zone is part of a tax abatement program created and administered by the Oregon Economic and Community Development Department. Clackamas County and the City of Milwaukie are joint sponsors of this enterprise zone. Businesses located in the enterprise zone are eligible for a three or five year tax abatement if they can demonstrate that they:

1. Pay above average wages as outlined in Scope of Services 2B below;
2. Increase employment by 10%; and
3. Sign a First Source Agreement with the Oregon Employment Department that commits them to consider hiring local workers first.

This tax abatement program provides a financial incentive for redevelopment and job creation.

1. **Term.** The term of this Agreement begins on the ___ of April 2008 and can be amended from time to time by mutual agreement commemorated by letter.
2. **Scope of Services.**
 - A. The COUNTY will designate a zone manager and administer the program on behalf of the City of Milwaukie. Services the zone manager will provide include assistance with setting up the enterprise zone program, marketing, business outreach, preauthorization meetings, follow-up, annual reporting, revisions to agreements and zone boundaries. Enterprise zone applications fees will be collected by Clackamas County and will compensate the County for zone management services.
 - B. In order to be eligible for the three-year abatement, an employer must pay new employees a minimum wage of 150% of Oregon Minimum wage for three years. Benefits can be used to reach this pay level. To be eligible for the five-year abatement the employer must pay 150% of average County wages for Clackamas County. Benefits can be used to achieve this salary. The COUNTY agrees to provide the CITY with regular reports as required by ORS 285C.050 to 285C.250.

- C. The COUNTY shall keep the CITY informed of all new developments, issues, or concerns affecting Enterprise Zone operations. The COUNTY shall endeavor to notify the CITY in advance of any public announcement that is to be made on the subject. The CITY shall endeavor to notify the COUNTY of any developments or issues concerning the Agreement in advance of any public announcements on the subject.

Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such. Each party shall give the other immediate notice of any action or suit filed or any claim made against a party which may result in litigation in any way related to this agreement.

- D. Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction:
- E. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.
- F. Time is of the essence of this Agreement. Neither the COUNTY nor the CITY shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
- G. Unless otherwise specified in this Agreement, any action authorized or required to be taken by the CITY may be taken by City economic development staff, the Council or by the City Manager.
- H. **Duties of City.** Potential actions required of the city could include arranging meeting locations and notice as needed, participating in preauthorization conferences with businesses, promoting the program to potentially eligible businesses, distributing marketing information at city hall, and coordinating business assistance with the county business and economic development team.
- I. **Modifications.** Modifications to the agreement are valid only if made in writing and signed by all parties. The director of the Clackamas County Business and Economic Development Services Department may on behalf of the County approve any modification by amendment that does not increase the County's financial payment or cost.
- J. **Notices.** All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows:

For CITY

For COUNTY

Michael Swanson
City Manager
10722 S.E. Main
Milwaukie, Oregon 97222

Jon Mantay
County Administrator
2051 Kaen Road
Oregon City, Oregon 97045

Such addresses may be changed by either party upon written notice to the other party given as provided in this section.

3. **Hold Harmless.** Each party agrees to release, defend, indemnify and/or hold harmless the other, its officers, commissioners, councilors, employees, and agents from and against all damages, claims, injuries, costs or judgments which may in any manner arise as a result of the party's performance under this contract, subject to the limitations set out in the Oregon constitution and statutes.
4. **Termination.** This Agreement may be terminated by either party as of the 30th day of June of any year during the term of this Agreement by giving notice six (6) months prior.
5. **Disputes.** Disputes regarding this agreement, which cannot be resolved by respective managers, shall first be directed to each party's counsel. Failing resolution, parties shall mutually agree upon a third party mediator.
6. **Discrimination.** The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.
7. **Waiver of Breach.** A waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

City of Milwaukie, an Oregon municipal corporation

by: *Susan Stone, Council President*
~~James Bernard, Mayor~~
Susan Stone, Council President

Clackamas County, a political subdivision of the State of Oregon

by: *Lynn Peterson*
Lynn Peterson, County Commission Chair

3-27-08

2008-37

Approved as to form:

[Signature]
City Attorney

[Signature]
County Counsel

