



**CITY OF MILWAUKIE**

*"Dogwood City of the West"*

**Resolution No. 100-2015**

**A resolution of the City Council of the City of Milwaukie, Oregon, authorizing execution of an Intergovernmental Agreement with Clackamas County and with Metro to prepare the North Milwaukie Industrial Area Plan.**

**WHEREAS**, City and County staff worked together to develop a grant application to develop a plan that will provide guidance for future redevelopment of the NMIA to encourage a balance of uses with the objective of greatly increasing private capital investment and family-wage job creation, and to leverage the improved transportation access to the NMIA as a result of the new light rail line; and

**WHEREAS**, City and County staff applied for and received a grant from Metro's Community Planning and Development Grant Program to fund the North Milwaukie Industrial Area (NMIA) Plan project; and

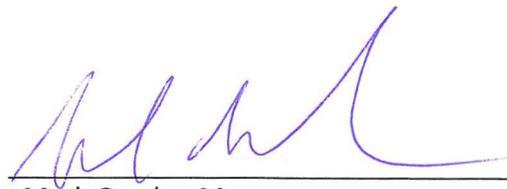
**WHEREAS**, the County and Metro require an intergovernmental agreement with the City for the expenditure of the grant money for this project; and

**WHEREAS**, the intergovernmental agreement obligates City and County staff to work together and with consultants to complete the project;

**NOW, THEREFORE, BE IT RESOLVED** that the Council authorizes the City Manager to sign intergovernmental agreements with Clackamas County and with Metro to fund a project to develop the North Milwaukie Industrial Area Plan.

Introduced and adopted by the City Council on 11/3/15.

This resolution is effective on 11/3/15.

  
\_\_\_\_\_  
Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

  
\_\_\_\_\_  
Pat DuVal, City Recorder

  
\_\_\_\_\_  
City Attorney

## INTERGOVERNMENTAL AGREEMENT

### By and Between the City of Milwaukie and Clackamas County For the Metro Community Development Planning Grant (CPDG) North Milwaukie Industrial Area (NMIA) Plan

THIS AGREEMENT, is made this \_\_\_\_ day of November, 2015, by and between the CITY OF MILWAUKIE, an Oregon municipal corporation (hereinafter referred to as "CITY"), and CLACKAMAS COUNTY, a political subdivision of the State (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:

**Background.** COUNTY has applied for and been awarded a Metro Community Planning Development Grant ("CPDG Grant") in the amount of \$250,000 to complete the scope of work detailed in the grant application (incorporated as Exhibit A to this Agreement) for the North Milwaukie Industrial Area Plan ("NMIA") Project.

**Term.** This Agreement shall be effective on the date it is executed by all parties, and shall be in effect until all deliverables/milestones have been achieved, all required documentation has been delivered, and all payments have been made as set forth in Exhibit A, unless terminated earlier pursuant to this Agreement.

#### Provisions.

- A. The COUNTY shall provide project oversight, project management, grant management and reporting for the NMIA Project as prescribed in "Exhibit A".
- B. The COUNTY shall commit staff time to provide oversight, project and grant management, as well as a cash match to the Metro CPDG funds in the amount of \$75,000. The COUNTY will designate said match funds to project in budget line item.
- C. The CITY shall participate with the COUNTY on project oversight, project management, and compilation of supporting documents for grant reporting for the NMIA Project as prescribed in "Exhibit A".
- D. The COUNTY shall invoice the CITY for their cash match upon execution of this Agreement; CITY shall remit project cash match in full to COUNTY no later than June 30, 2016.
- E. The CITY shall commit staff time to the project, as well as a cash match to the Metro CPDG funds in the amount of \$10,000.
- F. The COUNTY shall keep Metro and the CITY informed of all new developments, issues, or concerns affecting the CPDG Grant and/or the NMIA Project.
- G. The COUNTY shall coordinate with and involve the CITY and Metro prior to holding any public sessions, presentations, or distributing promotion materials, or making consultant requests outside of the scope of the NMIA plan.

- H. The COUNTY shall not represent the CITY's position on current and future land uses or commitment of CITY resources without consent from the CITY, nor shall the CITY represent the COUNTY's position or commitment of COUNTY resources related to the grant project without consent of the COUNTY.
- I. The COUNTY shall notify Metro and the CITY in advance of any public announcement that is made on the subject.
- J. The CITY shall keep the COUNTY informed of all new developments, issues, or concerns affecting the CPDG Grant and/or the NMIA Project.
- K. The CITY shall notify the COUNTY in advance of any public announcement that is made on the subject.
- L. Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation:
  - 1. 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.
  - 2. 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.
  - 3. Unless otherwise specified in this Agreement, any action authorized or required to be taken by the CITY may be taken by City staff, the Council or by the City Manager. Potential actions 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.

**Additional Duties of City of Milwaukie.** Potential additional duties or actions required of the CITY may include coordinating meeting locations and notifications; discussing the project with property owners, businesses, and/or stakeholders; distributing information; and coordinating updates with the Planning Commission and City Council.

**Modifications.** Modifications to this Agreement are valid only if made in writing and signed by all parties. The Clackamas County Administrator and the City Manager may, on behalf of the COUNTY and CITY respectively, approve any modification by amendment that does not increase the financial payment or cost.

**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:

CITY OF MILWAUKIE

CLACKAMAS COUNTY

William Monahan  
City Manager  
10722 SE Main Street  
Milwaukie, OR 97222

Don Krupp  
County Administrator  
2051 Kaen Road  
Oregon City, OR 97045

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

**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 Oregon Tort Claims Act limitations.

**Termination.** This Agreement may be terminated by either party as of the 30<sup>th</sup> day of June of any year during the term of this Agreement by giving notice six (6) months prior.

**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.

**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.

**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*

*Clackamas County, a political subdivision of the State of Oregon*

By:   
William Monahan, City Manager

by: \_\_\_\_\_  
\_\_\_\_\_, County Commissioner

Approved as to form:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Counsel