

INTERGOVERNMENTAL AGREEMENT FOR
CO-SPONSORSHIP OF TIGARD/LAKE OSWEGO ENTERPRISE ZONE

This Intergovernmental Agreement ("Agreement") is between the City of Tigard ("Tigard"), an Oregon municipal corporation, and the City of Lake Oswego ("Lake Oswego"), also an Oregon municipal corporation. Tigard and Lake Oswego, under the authority of ORS Chapter 190, hereby enter into this agreement for the purpose of co-sponsoring the Tigard/Lake Oswego Enterprise Zone ("Enterprise Zone") including management, communication and decision-making, as set forth herein.

NOW, THEREFORE, Tigard and Lake Oswego agree as follows:

1. TIGARD'S RESPONSIBILITIES:
 - A. Tigard's Economic Development Manager will serve as the Zone Manager. The responsibilities of the Zone Manager include:
 - i. Assist businesses wishing to participate in the Enterprise Zone by conducting a pre-application conference, assist the applicant with the application process, and correspond with Business Oregon and other partners as necessary for application processing.
 - ii. Use best efforts to respond within one business day of initial contact from referred businesses and/or developers, and to expedite service to potential applicants.
 - iii. Conduct outreach and marketing about the Enterprise Zone to Tigard businesses.
 - iv. Inform Lake Oswego of interested businesses within that city, and provide Lake Oswego a copy of all applications submitted to Business Oregon from Lake Oswego businesses.
 - v. Work with each Enterprise Zone applicant during the first year of participation, to certifying eligibility including verifying employment.
 - vi. Collect application fees at the time of the application submittal; all fees received from businesses in each city will be remitted to that City.

2. LAKE OSWEGO'S RESPONSIBILITIES:

A. Lake Oswego will provide the following:

- i. Respond to all requests for information and assistance from Tigard in a timely and cooperative manner and communicate any issues that arise under this Agreement to Tigard.
- ii. Conduct outreach and marketing about the Tigard/Lake Oswego Enterprise Zone to Lake Oswego businesses.
- iii. In the event that Tigard terminates this Agreement, Lake Oswego will assume responsibility for all Lake Oswego applications upon termination.
- iv. Compensate Tigard for staff time spent working with Lake Oswego businesses on Enterprise Zone applications or on activities solely related to Lake Oswego's interest in the Enterprise Zone at the fully loaded rate of that staffer's time as determined by Tigard's Federal A87 cost allocation model.

3. CO-SPONSOR RESPONSIBILITIES

A. Local Incentives and Requirements. Tigard and Lake Oswego jointly agree to separate Local Incentives and Local Requirements. Each City may amend their Local Incentives/Requirements with approval of their own City Council, by following local procedures. Approval of the co-sponsor is not required.

B. Consistent with ORS 285C.05 to 285C.250 the jurisdictions shall act jointly in performing certain duties imposed on a sponsor including:

- i. Set policy, filing fees; make plans covering marketing, organization, etc.
- ii. Appoint the local zone manager. (As defined in this IGA)
- iii. Change the zone boundary: remove areas, add new areas or cosponsors per request to Business Oregon. (By joint resolution)
- iv. Elect to terminate the enterprise zone. (By joint resolution)
- v. Fulfill arrangements worked out with local taxing districts.
- vi. Enter into written agreements with authorized firms extending exemption for four or five years. (Per local incentives)
- vii. Adopt resolutions to waive a 10% employment increase (stipulating alternative conditions), for existing businesses that invest \$25 million or more, or that measurably modernize operations and fund workforce training.

4. TERMS of PARTNERSHIP

A. Status of Employees. Each City shall be solely responsible for the salaries, wages, any other compensation, injury or illness of that City's employees in performing activities under this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee between one of the cities and the employees of the other.

- B. Termination of IGA. This Agreement may be terminated, with or without cause and at any time, by either party by providing thirty (30) days written notice of intent to the other party. If either party terminates this Agreement, all records associated with Enterprise Zone business in Lake Oswego shall be provided to Lake Oswego in electronic format upon termination and both cities will be responsible for Enterprise Zone firms in their respective jurisdictions.
- C. Indemnification. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, each party agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees and elected officials from any and all liability, loss, and costs arising out of or resulting from the negligent or intentional acts of omissions the indemnifying City, its officers, agents, employees and elected officials, in the performance of this Agreement.
- D. Insurance. The Cities agree to each maintain insurance or self insurance consistent with the liability limits of the Oregon Tort Claims Act, ORS 30.270 et seq., and customary for public agencies of the same size and type.
- E. Amendment. This Agreement may be amended at any time upon the written agreement of both parties.
- F. Assignment. Neither party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
- G. Entire Agreement. This Agreement constitutes the entire and integrated agreement between the Parties and may be modified or amended only by the written agreement of the Parties.
- H. This Agreement shall be effective on the date the Agreement is signed by both authorized signatures listed below. The Agreement shall remain in effect until terminated as provided herein.

_____ date _____

City of Tigard

_____ date _____

City of Lake Oswego