

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF SALEM
For
COMMUNITY PROSPERITY INITIATIVE

1. PARTIES TO AGREEMENT

This Agreement between the City of Salem, hereafter called City, and *Marion County, a political subdivision of the state of Oregon*, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

The purpose of this Agreement is to establish the terms and conditions under which the County shall provide funding for projects associated with the Community Prosperity Initiative. These services are further described in Section 4.

In consideration of the mutual obligations and benefits set forth, the parties agree as follows:

WITNESSETH:

- A.** This Agreement is made pursuant to Marion County's Community Prosperity Initiative for projects implemented within Marion County that have economic development significance as defined in ORS 461.540 and is made possible through funding proceeds received from the Oregon Economic Development Video Lottery Grant Program.
- B.** County has received an allocation from the Oregon State Treasury's Administrative Services Economic Development Fund, pursuant to the authority of ORS 461.500 et seq. The program established pursuant to ORS 461.500 et seq. and referenced in this Agreement is known as the "Community Prosperity Initiative" or "CPI."
- C.** The Agreement is also subject to Marion County's CPI Funding Criteria, regulatory changes, guidelines, and other official notices or clarification that may become available from time to time.

Now, therefore, the County and City mutually covenant and agree as follows:

2. TERM AND TERMINATION

2.1 This Agreement shall be effective for the period of execution through June 30, 2022 unless sooner terminated or extended as provided herein.

2.2 This Agreement may be extended for an additional period of two years by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

2.3 This Agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person to the address in Section 10. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

2.4 County may terminate this Agreement effective upon delivery of written notice to City or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by City to provide the services required by this Agreement is for any reason denied, revoked or not renewed.
- d. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
- e. If City fails to perform any of the provisions of this Agreement or fails to pursue the work as to endanger the performance of this Agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

2.5 Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3. FUNDING AND BILLING

3.1 The total amount paid under this Agreement shall not exceed \$45,000.00. Payment will be made to City according to the schedule in Section 4.

3.2 Requests for payment shall be submitted to the County annually to the attention of: Community Services Department, PO Box 14500, Salem, OR 97309 or CSReporting@co.marion.or.us.

4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

4.1 UNDER THE TERMS OF THIS AGREEMENT, CITY SHALL:

- 4.1.1 Use funds on projects that have economic development significance as defined in ORS 461.540 and help accomplish at least one goal outlined in the Marion County Economic Development Strategic Plan (“Plan”), hereby incorporated and attached as Exhibit A.
- 4.1.2 Identify a key City representative who is familiar with local economic development issues and goals to meet in person with County Economic Development Program staff. The meeting must take place annually, within 60 days of disbursement of funds. The meeting may take up to two hours and shall include a discussion on the City’s economic development goals, plans, challenges, past projects, and anything else related to economic development, past, present, or future.
- 4.1.3 Submit a report due June 30 each year, beginning June 30, 2020. The report shall be a letter explaining how funds were spent and how it relates to the Marion County Economic Development Strategic Plan.
- 4.1.4 Payments will be made to the City on the following schedule:
 - a. \$15,000 shall be paid upon signed Agreement and submission of an invoice.
 - b. \$15,000 shall be paid after July 1, 2020, upon receipt and approval of required reports for the prior fiscal year, and submission of an invoice.
 - c. \$15,000 shall be paid after July 1, 2021, upon receipt and approval of required reports for the prior fiscal year, and submission of an invoice.

The City may be asked to give a report in person to the Marion County Board of Commissioners during their weekly board session.

Reports will be submitted to Marion County Community Services: 555 Court Street NE, Ste. 3120, PO Box 14500, Salem, OR 97309 or CSReporting@co.marion.or.us.

Failure to comply with these reporting requirements may result in the suspension of funds, or a termination of the Agreement.

4.2 COUNTY OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT; COUNTY SHALL:

- 4.2.1 Provide funds to the City, beginning with the execution of this Agreement, as outlined above.
- 4.2.2 Within 60 days of disbursement of funds, contact the City to schedule a meeting with County Economic Development Program staff, as outlined above.

5. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

6. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

7. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

8. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

9. MERGER CLAUSE

Parties concur and agree that this Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

10. NOTICES

Any notice required to be given the City or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For County:

Marion County Community Services Dept.
Attn: Krista Ulm
PO Box 14500
Salem, OR 97309

For City

City of Salem
Attn: Steve Powers
555 Liberty Street, SE, Room #220
Salem, OR 97301

11. This Agreement will be reviewed annually but will remain in effect until the expiration date stated in Section 2.

EXHIBIT A

MARION COUNTY ECONOMIC DEVELOPMENT STRATEGY

What is the Benefit of an Economic Development Strategy?

#1: Document a Playbook

#2: Identify Specific Actions and Metrics

Our Values

Partners - Marion County will create a culture of collaboration and convene partners to foster opportunities and derive solutions that break down barriers that impede growth.

Natural Resource Innovation - Marion County's agricultural and forestry industries provide significant employment opportunities in both urban and rural areas. The future of these industries depends on the integration of new technologies and innovation. The county will foster collaboration within the agriculture and technology industries to build a modern and distinct economy.

People - Marion County's actions will have a direct impact on the health, vibrancy, and job opportunities for county residents. Access to employment is a fundamental need for residents. This access is achieved by enhancing the skills of the workforce through training, as well as physically supporting access through the provision of affordable housing and transportation options. Finally, it is important to provide opportunities to start a new business to empower residents and diversify the economic base, especially in rural areas.

Place - Marion County will celebrate and enhance its diverse geographic and demographic assets that offer a range of opportunities for businesses and residents in both rural and urban areas. Additionally, it will focus on creating distinct places, which is an important factor in attracting and retaining a talented workforce.

GDP and Revenue - At its core, local economic development efforts are about increasing the prosperity of the citizens and the ability to provide an array of public services.

Marion County's Role

Marion County has a unique role in that it can **bridge rural and urban communities** through the identification and implementation of goals and actions to achieve a common vision. Economic development stakeholders want and need the county to **serve as a convener** and manager of the Economic Strategy and Action Plan to ensure that multiple stakeholders are engaged and working toward the common vision. Marion County's role will include the following elements:

- Invest grant dollars in alignment with the strategic goals
- Drive and encourage innovative and collaborative solutions
- Monitor and implement the action plan
- Influence policy tied to the strategic goals
- Convene and coordinate opportunities
- Manage the land inventory

Goal 1: BUILD ORGANIZATIONAL CAPACITY

Objective 1.1 Align the governance and management model with the Strategy

Objective 1.2 Collaborate among departments to remove barriers to business growth

Objective 1.3 Define the alignment of stakeholder strategies with the Strategy

Goal 2: STRATEGICALLY USE LAND

Objective 2.1 Define developable land inventory

Objective 2.2 Build strategic infrastructure

Goal 3: CREATE BUSINESS OPPORTUNITIES

The county will focus on small business, start-ups, and micro-enterprises in key industries:

- Forestry & Wood Products
- Agriculture, Food & Beverage Products
- Natural Resource Innovation
- Metals, Machinery & Equipment (including electrical)

Objective 3.1 Enhance existing industry clusters

Objective 3.2 Support a healthy workforce

Objective 3.3 Foster a startup ecosystem

Goal 4: ENHANCE NATURAL RESOURCE INNOVATION

Objective 4.1 Encourage innovations and R&D

Objective 4.2 Define and promote market opportunities

Goal 5: FOSTER A GREAT PLACE

Objective 5.1 Support and promote agri-tourism, rural downtowns, and recreation destination development

Objective 5.2 Support and promote urban places

Objective 5.3 Tell the Marion County story of place to attract a skilled workforce