

INTERGOVERNMENTAL AGREEMENT
Between the City of Cascade Locks and the Port of Cascade Locks
For Promotion of Economic Development

DATE: July 15, 2013

PARTIES: City of Cascade Locks ("City")
140 WaNaPa
P.O. Box 308
Cascade Locks, OR 97014

Port of Cascade Locks ("Port")
355 WaNaPa
P.O. Box 307
Cascade Locks, OR 97014

RECITALS

- A. City and Port have the authority under ORS 190.010 to enter into intergovernmental agreements for the performance of functions and activities by each party.
- B. The parties desire to enter into an agreement whereby each agrees to perform the functions outlined below for the purposes of developing economic activities; enhancing existing and emerging businesses; and to attract new businesses and jobs.
- C. The parties intend this agreement to facilitate economic development from the date of signing in perpetuity.

NOW, THEREFORE, in consideration of the mutual agreements of the parties, the parties agree as follows:

Section 1. Mutual Responsibilities.

A. Water System: Both parties agree to cooperate in enhancing the water system to and within the boundaries of the Port and Industrial Park. The focus of this cooperation will be to provide adequate water service to the Industrial Park and the Fish Hatchery.

B. Waste Water Treatment: Both parties agree to develop specific waste water system and plant enhancements to provide adequate service to industrial users and ensure viability of the City's wastewater treatment plant.

C. Electric Service: Both parties agree to develop sufficient electrical service to the Port and Industrial Park.

D. Expenses and Cost Sharing: Both parties agree to meet and develop specific expense, cost sharing and reimbursement policies and procedures to facilitate industrial growth, job development and economic growth throughout the community.

E. Rates and System Development Charges: Both parties agree to negotiate and cooperate to create special rates designed to increase new businesses and add jobs in the community. Rate structures may include, but are not limited to, phased rates, waiver of system development charges and low initial rates. Such development will be undertaken with the mutual understanding that City must be able to cover costs of operation.

F. Reimbursement: Both parties agree to develop policies to ensure each party pays an appropriate share in the cost of the infrastructure development contained in this Agreement. This may include reimbursement for costs extended by a party in furtherance of the mutual goals of the parties.

G. Efficiency and Effectiveness: Both parties agree to cooperate in work efficiency and effectiveness. This includes, but is not limited to, sharing equipment, joint funding for equipment, and coordinating work crews.

Section 2. City's Responsibilities.

A. Electric Service: City agrees to provide two (2) megawatts of electricity service to Port and Industrial Property through existing conduits. City will make preparations to provide up to four (4) megawatts of electricity to the Port and Industrial Park. Such preparation and delivery of four (4) megawatts shall be at Port's expense.

B. City agrees to establish industrial water, sewer and electricity rates that create incentives for new and existing businesses in Cascade Locks, the Port and Industrial Area. This may include traditional approaches, latecomers' agreements and other strategies.

Section 3. Port's Responsibilities.

A. Water System: Port agrees to drill wells on Port property, construct water lines, and construct a reservoir. Construction shall be to City Standards. The construction of water lines includes construction of a twelve (12) inch water line from Herman Creek Lane to Port and Industrial Park property. All or a portion of these facilities may be turned over to the City for operations and maintenance by later agreement of the parties.

B. Electric System: Port agrees to pay for preparation and delivery infrastructure of providing four (4) megawatts of electrical service to the Port and Industrial Area.

Section 4. Effective Date, Term. This Agreement becomes effective upon signing, and shall remain in effect in perpetuity. Either party may terminate this Agreement at any time by delivery

of written notice to the other party at the address above, given no less than thirty (30) days prior to the intended termination date.

Section 5. Liability and Indemnification: Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the indemnitor's performance of this agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

Section 6. Insurance: Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. This agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Section 7. Compliance With Laws: Each party agrees to comply with all local, State and Federal ordinances, statutes, laws and regulations that are applicable to the services provided under this agreement.

Section 8. Attorney Fees: In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

Section 9. Final Agreement; Modification: This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. Although this Agreement may be changed by subsequent review, amendment or modification, such changes must be in writing and signed by both parties' duly authorized representatives.

CITY

Tom Crumbly

By: _____

Date: 7/22/13

PORT

[Signature]

By: _____

Date: 7/22/13