

Agreement for DOWNTOWN ECONOMIC IMPROVEMENT DISTRICT

This agreement is between the City of Oregon City ("City"), an Oregon municipal corporation, and Main Street Oregon City ("MSOC"), an Oregon non-profit corporation.

RECITALS

- A. The Oregon City Commission established the Downtown Economic Improvement District ("DEID") by Ordinance No. 15-1003, on June 17, 2015, and funded by property owners within the DEID District, for the benefit of the District.
- B. The City and MSOC wish to enter into an agreement as authorized by Ordinance 15-1003 for administration of the DEID, including the conveyance of collected funds to MSOC and the expenditure of funds by MSOC.

AGREEMENT

- 1. City shall collect an assessment on all property used to conduct business or generate income within the DEID, consistent with Ordinance No. 15-1003. City shall collect funds annually, with invoices to be mailed by January 7th of each year, and disbursement of those funds to MSOC by the City Manager or designee of the Manager as authorized by Section 7 of Ordinance No. 15-1003. An initial payment of funds collected shall be made no later than February 15th of each year. Funds collected after February 15th shall be disbursed to MSOC within 30 days of receipt by City.
- 2. City may retain 5% of the assessments collected plus \$2,500 to cover its cost of billing, routine collection and disbursement of funds. Retained funds not used by the end of each calendar year shall be refunded to MSOC.
- 3. MSOC shall disburse funds received from the City under this agreement to further the following specific purposes:
 - A. To create and manage economic development programs that focus on business and developer recruitment. These programs may include but are not be limited to the following activities: advertising and communication campaigns, direct marketing and programs like the locally produced Blue Collar Creative business recruitment initiative.
 - B. To cultivate a sense of community pride by marketing and promoting downtown Oregon City through programs that may include but are not limited to the following activities: special events and promotions that serve downtown stakeholders by highlighting the downtown marketplace.
 - C. To support infrastructure improvements downtown through projects that may include but are not limited to improving the look, feel and performance of the downtown marketplace.
 - D. To manage downtown focused programs and operations that may include but are not limited to grant writing, publicity, advocacy, volunteer coordination and project management as needed.

4. Beautification projects and service, and marketing efforts including events and advertising will be based on priorities developed by the MSOC Board of Directors and executed to obtain the maximum exposure and benefit for downtown. These efforts shall be designed to keep downtown a central gathering place for the community, keep it vibrant and stimulate economic improvement.
5. MSOC shall adopt an annual budget and shall submit the budget for the use of DEID funds to the City Manager. The City shall not forward the assessments collected until the MSOC has provided the budget to the City Manager.
6. An authorized designee of the Board of Directors of MSOC shall approve all dispersals of funds received pursuant to the DEID. All expenditures of city funds shall be consistent with the stated goals and objectives identified herein, as well as the current City Commission annual goals with respect to downtown, and approved budget of MSOC with respect to DEID funds.
7. MSOC shall obtain General liability insurance in the amount of \$1 Million dollars and designate City as an additional insured.
8. City may examine or audit the books, papers and accounting records of the MSOC specifically related to DEID funding during normal business hours. MSOC will maintain a separate bank account for all DEID related receipts and disbursements, and the City's examination rights will be limited to activities related to that account.
9. MSOC shall indemnify and hold the City harmless for any activities related to the expenditure of funds including any injury to person(s) or property that occurs in any programs supported and/or funded by DEID funds. Nothing contained in this Agreement or any acts of the Parties shall be deemed or construed by the Parties, or by any third parties, to create the relationship of principal and agent or of partnership, or of joint venture, or any association between the Parties.
10. City and MSOC are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. This Agreement contains the entire agreement between and among the parties, integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
12. The failure of City to insist upon or enforce strict performance by MSOC of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

13. This Agreement is effective July 15, 2015 and shall remain in effect through July 17, 2018, the life of the DEID. The parties may extent this Agreement by an amendment signed by both Parties.

City Manager
David Frasher

Director of Main Street Oregon City
Jonathan Stone

Date: _____

Date: _____

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