

RESOLUTION NO. 1185

A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND THE CANBY URBAN RENEWAL AGENCY RELATING TO SERVICES TO BE PROVIDED BY THE CITY OF CANBY TO THE CANBY URBAN RENEWAL AGENCY

WHEREAS, the Canby City Council established an Urban Renewal Agency to function within the City pursuant to Ordinance 1032 passed October 6, 1999; and

WHEREAS, the CITY has experience in the provision of the administrative services for local governments and in planning and constructing public improvements, and desires, pursuant to ORS 457.320, to assist the AGENCY in the planning and carrying out of the Plan by providing all administrative services necessary and proper for carrying out the AGENCY's functions and the Plan; and

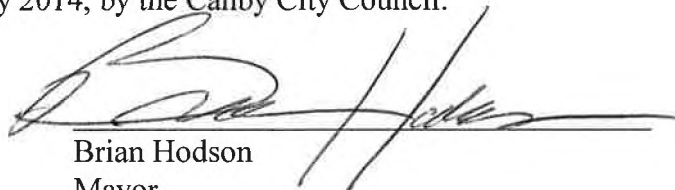
WHEREAS, ORS 190.010 and ORS 457.320 authorize the CITY and the AGENCY to enter into an intergovernmental agreement whereby the CITY provides administrative services to the AGENCY; and

WHEREAS, the CITY and AGENCY wish to clarify the role of CITY staff performing administrative services to the AGENCY, the respective responsibilities of the CITY and AGENCY to supervise and manage such staff, and certain other cooperative activities of the CITY and the AGENCY, therefore

IT IS HEREBY RESOLVED by the City of Canby Council as follows:

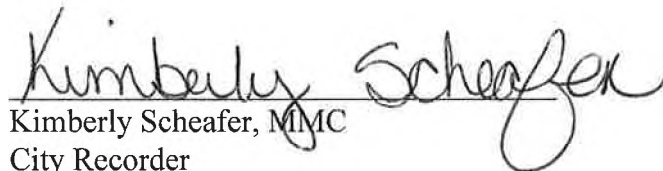
1. That the attached IGA, marked as Exhibit "A" and by this reference incorporated herein, by and between the Canby Urban Renewal Agency and the City of Canby is hereby adopted. The Mayor is authorized to sign the IGA on behalf of the City.
2. This resolution shall take effect on May 21, 2014.

ADOPTED this 21st day of May 2014, by the Canby City Council.



Brian Hodson
Mayor

ATTEST:



Kimberly Scheafer, MMC
City Recorder

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND
THE CANBY URBAN RENEWAL AGENCY RELATING TO SERVICES TO BE
PROVIDED BY THE CITY OF CANBY TO THE CANBY URBAN RENEWAL
AGENCY**

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is entered into between the **City of Canby (CITY)**, an Oregon municipal corporation, and the **Canby Urban Renewal Agency (AGENCY)**, the duly authorized and acting urban renewal agency for the CITY, created pursuant to ORS 457.035 through ORS 457.460.

RECITALS:

Whereas, the CITY activated the urban renewal agency for the CITY pursuant to ORS 457.035; and

Whereas, the AGENCY is a public body, corporate and politic, exercising its powers to engage in urban renewal activity as authorized by ORS Chapter 457; and

Whereas, the AGENCY has developed the Canby Urban Renewal Plan ("Plan"), which has been approved by the CITY by adoption of Ordinance No. 1031; and

Whereas, the AGENCY has engaged in, and will be engaging in, redevelopment activities to carry out the Plan; and

Whereas, the CITY has experience in the provision of the administrative services for local governments and in planning and constructing public improvements, and desires, pursuant to ORS 457.320, to assist the AGENCY in the planning and carrying out of the Plan by providing all administrative services necessary and proper for carrying out the AGENCY's functions and the Plan; and

Whereas, ORS 190.010 and ORS 457.320 authorize the CITY and the AGENCY to enter into an intergovernmental agreement whereby the CITY provides administrative services to the AGENCY; and

Whereas, the CITY and the AGENCY wish to clarify the relationship between the CITY and the AGENCY with respect to administrative services to be provided by the CITY to AGENCY, and AGENCY's obligation to pay the CITY for those services; and

Whereas, the CITY and AGENCY wish to clarify the role of CITY staff performing administrative services to the AGENCY, the respective responsibilities of the CITY and AGENCY to supervise and manage such staff, and certain other cooperative activities of the CITY and the AGENCY,

NOW, THEREFORE, THE CITY AND AGENCY (THE PARTIES) AGREE AS FOLLOWS:

AGREEMENT:

1. General Duties of the CITY. The CITY shall provide administrative services to the AGENCY as requested by the AGENCY to undertake urban renewal activity as set forth in the adopted Plan, including, but not limited to: staff support for public meetings, which may include but not be limited to preparation of meeting notices, agendas and minutes; budget preparation and oversight; accounting, fund management and annual audit; human resources, payroll and benefits administration for CITY staff assigned to AGENCY duties; contract procurement and administration (“Administrative Services”). In so doing, the CITY shall provide Administrative Services in compliance with the laws of the State of Oregon, and in accordance with the Plan and this IGA.

2. General Statement of Consideration. The AGENCY shall reimburse the CITY for all reasonable costs incurred by the CITY in providing Administrative Services pursuant to this IGA. On a quarterly basis, the CITY shall provide to the AGENCY a statement of expenditures made by the CITY in providing Administrative Services pursuant to this IGA, with payment in full for services received on or before June 30th of each year of the term of this IGA. Costs shall include the overhead charges described in Section 3.3 – 3.5 below.

3. Detailed Statement of Personnel Services and Payment. In accordance with paragraphs 1 and 2 of this IGA, as of the Effective Date, the following subparagraphs detail the Personnel Services and payment arrangements under this IGA:

3.1. Employee Status. AGENCY retains the right to hire employees or consultants (“Staff”) to administer and implement the Plan in its sole discretion, including providing Administrative Services. However, as of the Effective Date, CITY staff has been assigned pursuant to this IGA to perform the Administrative Services. CITY staff assigned to the AGENCY will be employees of the CITY assigned to support and implement the AGENCY Plan as directed by the AGENCY. The CITY Administrator has **final** and exclusive authority over decisions to hire, fire, and discipline CITY staff employed by the CITY and assigned to support and implement the AGENCY Plan, and to make annual performance reviews of such staff.

If the AGENCY chooses to hire Staff, AGENCY will provide notice to the CITY of its choice to hire Staff not later than thirty (30) days before Staff is to assume any Administrative Services. The notice shall include a statement of the duties to be assigned to AGENCY Staff. CITY will continue to perform any Administrative Services not assigned to AGENCY Staff. Before AGENCY Staff assumes Administrative Services, CITY shall provide to Agency the records and files, or copies of such records or files, relating to the Administrative Services to be assumed by Staff.

3.2 Charges to AGENCY for Services. Charges to AGENCY for personnel services will be determined based on the CITY's cost allocation plan, annual budget, or such other documentation acceptable to the AGENCY. Such charges may include, but not be limited to:

- 3.2.1. Administration, Finance, Facilities, Technology services and costs;
- 3.2.2 Project Construction Management;
- 3.2.3 Engineering services;
- 3.2.4 Preparation and Issuance services.

3.3 AGENCY Payment for Direct Overhead Charges. AGENCY agrees to pay the CITY for direct overhead charges relating to CITY provided Administrative Services. Direct overhead charges are based on specific AGENCY cost drivers, such as square footage occupancy, number of personal computers, number of employees, and other allocation methods as may be developed in the future. The direct overhead charges to AGENCY will be allocated in the same manner as the allocation to CITY departments.

3.4 AGENCY Payment for Indirect Overhead Charges. AGENCY agrees to pay CITY for indirect overhead charges relating to CITY provided Administrative Services. Indirect overhead charges allocate basic overhead costs such as accounting, payroll, accounts payable, budget preparation, human resources, and organizational administration and are based on the CITY's budgeted appropriations in support of AGENCY.

3.5 Allocation of Overhead Charges. Both direct and indirect overhead charges will be allocated in the same manner as the allocation to other CITY departments.

4. Location of AGENCY Office. As of the Effective Date, the office of the Agency is located at PO Box 930, Canby, OR 97013. AGENCY may relocate its office in its sole discretion. AGENCY will notify CITY not later than thirty (30) days before the relocation is effective. CITY will transfer all records of the AGENCY to the AGENCY office at the request of the AGENCY.

5. CITY to Process and Administer AGENCY Contracts. At the AGENCY's direction, CITY will be responsible for processing the solicitation, award and the administration of any contract entered into with any independent contractors or consultants hired or retained on behalf of AGENCY, provided that all forms of solicitation for contracts and the form of any contract will be approved in advance by the AGENCY Chair and AGENCY Legal Counsel. All invoices submitted for payment pursuant to AGENCY contracts will be approved prior to payment by the AGENCY Chair.

6. Detailed Statement of Financial Services. Without limiting the general CITY duties stated under paragraph 1 above, the CITY shall manage the AGENCY funds in accordance with applicable law and best practices.

7. Coordination of Improvement Work. AGENCY will coordinate with the CITY regarding any improvements or work done in CITY owned right-of-way.

8. Permits and Fees. AGENCY will be responsible for obtaining any permits and paying any standard fees for any construction projects, planning review, engineering review or other aspects of land use applications, the same as any other landowner or developer or as negotiated by CITY and AGENCY.

9. Improvement Maintenance Agreements. If AGENCY constructs public improvements that AGENCY expects the CITY to own and/or maintain after construction is completed, the parties shall first enter into an improvement agreement spelling out the terms under which the CITY will accept the improvement for public maintenance.

10. Provision of Information for CITY Report. AGENCY will cooperate with providing all necessary financial information to the CITY for the CITY to include in its Comprehensive Annual Financial Report (CAFR).

11. Selection of Debt Issuance and Audit Professional. The AGENCY will select its own the bond counsel, the financial advisor for debt issuance for the AGENCY, after consulting with the City. The AGENCY agrees to use the same provider of audit services as the CITY.

12. Legal Services. Legal services for the AGENCY will be provided by legal counsel of the AGENCY's choice, at AGENCY's cost, which cost is not included in this IGA. However, the CITY will administer the AGENCY's contract for legal services pursuant to the IGA.

13. Designated Representatives and Cooperation. The City Manager and the AGENCY Chair, as the designated representatives of the CITY and the AGENCY respectively, shall be responsible for working cooperatively to assure compliance with this IGA.

14. Term and Termination. This IGA shall become effective upon the date of the last signature hereon ("Effective Date"), and shall continue in full force and effect until July1, 2019 unless sooner terminated as provided herein. This IGA may be terminated at any time by either party by giving the other party not less than thirty (30) days notice, in writing, of that party's intent to terminate this IGA.

15. Indemnification. CITY agrees to save, defend and hold the AGENCY harmless from all claims, suits, or actions of whatever nature that arise out of or result from the negligent or intentional acts of the CITY's officials, employees and agents providing service to the AGENCY pursuant to this IGA.

16. Insurance. CITY shall maintain in force, workers' compensation insurance for all covered workers providing service to AGENCY in compliance with Oregon law, and general liability insurance in amounts not less than the tort claim limitations of the Oregon Tort Claims Act.

17. Modification. This IGA may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual agreement of the parties in writing, and approved by the City Council for the CITY and the Agency Board for the AGENCY. Any such alteration,

modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for specific purpose given, and shall be valid and binding only if signed by the parties' designated representatives.

18. Waiver. No provision of this IGA may be waived except in writing by the party waiving compliance. No waiver of any provision of this IGA shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this IGA shall not operate as a waiver of such provision or of any other provision.

19. Severability. The parties agree that if any term or provision of this IGA is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the IGA did not contain the particular term or provision held to be invalid.

20. Notices. Any notice or communication under this Agreement by a party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by first class U.S. mail, postage prepaid, or (b) when received if personally delivered, and:

In the case of a notice or communication to City, addressed as follows:

City of Canby
Attn: City Administrator
PO Box 930
Canby, OR 97013

In the case of a notice or communication to Agency, addressed as follows:

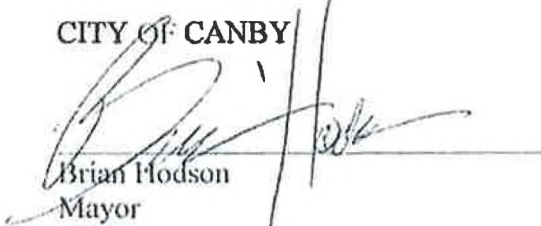
Canby Urban Renewal Agency
Attn: URA Director
PO Box 930
Canby, OR 97013

or addressed in such other way in respect to either party as that party may, from time to time, designate in writing dispatched as provided in this Section. Notice given in any other manner shall be effective upon receipt by the party for whom the same is intended.

21. Entire Agreement. This IGA sets forth the entire understanding between the parties with respect to the subject matter of this IGA, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

DATED this 21st day of May, 2014.

CITY OF CANBY




Brian Hodson
Mayor

CANBY URBAN RENEWAL AGENCY




Tim Dale
Chair

Approved as to form:



City Attorney

Approved as to form:



Agency Legal Counsel