

## **RESOLUTION NO. 1845**

### **A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE URBAN RENEWAL AGENCY OF THE CITY OF TROUTDALE RELATING TO SERVICES PROVIDED BY THE CITY OF TROUTDALE.**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. The City of Troutdale ("City") and the Urban Renewal Agency of the City of Troutdale (Agency) believe that the City has experience in the provision of the administrative services for local governments and in planning and constructing public improvements, and desire, pursuant to ORS 457.320, to have City assist Agency in the planning and carrying out of the Troutdale Riverfront Renewal Plan ("Plan") by having the City provide all administrative and development services necessary and proper for carrying out the Agency's functions and the Plan.
2. ORS 190.010 and ORS 457.320 authorize the City and Agency to enter into an Intergovernmental Agreement ("IGA") whereby the City provides administrative and development services to the Agency.
3. The City and Agency wish to clarify the relationship between the City and Agency with respect to administrative services to be provided by the City to Agency, and Agency's obligation to reimburse the City for those services.
4. The City and Agency wish to clarify the role of City staff performing administrative services to Agency, and the respective responsibilities of the City and Agency to supervise and manage such staff.

#### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:**

Section 1. Based on the above findings, which are hereby adopted, the Mayor is authorized to execute, on behalf of the City, the IGA with the Agency that is attached as Exhibit A.

Section 2. This Resolution shall take effect immediately upon adoption.

**YEAS: 7**  
**NAYS: 0**  
**ABSTAINED: 0**

Paul Thalhofer  
Paul Thalhofer, Mayor  
December 14, 2006  
Date

Sarah Skroch  
Sarah Skroch, Office Support Specialist

Adopted: December 12, 2006

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

**PARTIES:**

This Intergovernmental Agreement (IGA) is entered into between the City of Troutdale (City), an Oregon Municipal Corporation, and the Urban Renewal Agency of the City of Troutdale (Agency), an Oregon quasi-municipal corporation, created pursuant to ORS Chapter 457.

**RECITALS:**

Whereas, pursuant to ORS 457.035, 457.045 and Ordinance No. 771 the City elected to exercise the powers of an urban renewal agency and designated the City Council as the Urban Renewal Agency Board; and

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

Whereas, the Agency has developed a Troutdale Riverfront Renewal Plan (Plan), as defined by ORS 457.010(16), which has been approved by the City, pursuant to ORS 457.095 and 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 and development services necessary and proper for carrying out the Agency's functions and the Plan; and

Whereas, ORS Chapter 190 authorizes the City and the Agency to enter into an IGA whereby the City provides administrative and development 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 reimburse the City for those services; and

Whereas, the City and Agency wish to clarify the role of the City staff performing administrative services to the Agency, and the respective responsibilities of the City and Agency to supervise and manage such staff.

Now, Therefore the City and Agency (The Parties) agree as follows:

**AGREEMENT:**

1. **General Duties of the City:** The City shall provide administrative and development services to the Agency to undertake urban renewal activity as set forth in the adopted Plan, including, but not limited to: staff support for public meetings, including preparation of meeting notices, agendas and minutes; budget preparation and oversight; accounting and annual audit; human resources, payroll and benefits administration; contract procurement and administration; real estate procurement and management; legal services; engineering and project management services; and planning related to project development. In so doing, the City shall provide such 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 and development services pursuant to this IGA. The City shall provide to the Agency, on an annual basis, a statement of expenditures made by the City in providing administrative and development services pursuant to this IGA. Personnel costs shall be determined according to the City's costs allocation plan, annual budget or such other documentation deemed acceptable to the Agency. Payment shall be made by the Agency at the time that services are rendered or when previously agreed upon.
3. **Detailed Statement of Personnel Services and Payment:** In accordance with paragraphs 1 and 2 of this IGA the following subparagraphs detail the Personnel Services and payment arrangements under this IGA:
  - 3.1 **Employee Status:** 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.
  - 3.2 **Agency Functioning and Administration:** The Agency will collectively function in a capacity similar to a City department in having input into personnel selection and evaluation. 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 with the exception of the City Attorney, which shall be selected, evaluated, disciplined and terminated by the City Council.
  - 3.3 **Charges to Agency for Materials and Services:** Except as specifically provided in other sections of this IGA or by separate IGA prospectively entered into between the parties, charges to Agency for materials and

services will be allocated on the same basis as charges to City departments. Such charges may include, but not be limited to:

- 3.3.1 Community Development Department and Public Works Department costs including Project Construction Management;
- 3.3.2 Public Works Engineering services;
- 3.3.3 Contract preparation and issuance services;
- 3.3.4 Executive Department staff, City Administrator, Finance and City Attorney services and costs.

- 3.4 **Agency Payment for Direct Overhead Charges:** Agency agrees to pay the City for direct overhead charges. 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.
  - 3.5 **Agency Payment for Indirect Overhead Charges:** Agency agrees to pay City for indirect overhead charges. 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.
  - 3.6 **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. **City to Process and Administer Agency Contracts:** City will be responsible for processing and administering contracts entered into with any independent contractors or consultants hired or retained on behalf of Agency, provided that the Agency is financially responsible for all costs associated with any challenges, disputes or claims made by contractors or consultants.
  - 5. **Coordination of Improvement Work:** Agency will coordinate with the City regarding any improvements or work done in City owned right-of-way.
  - 6. **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.
  - 7. **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.

8. **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).
9. **Consensus Selection of Debt Issuance and Audit Professionals:** The City and Agency will reach consensus regarding the selection of the bond counsel, the financial advisor for debt issuance for the Agency and the audit services provider for the Agency.
10. **Legal Services:** Legal services will be provided by the City's City Attorney and such contract legal experts as the City's City Attorney determines best meet the needs of the project or issue at hand.
11. **Cooperation:** The City Administrator and the Agency Chair shall be responsible for working cooperatively to assure compliance with this IGA.
12. **Term and Termination:** This IGA shall become effective upon the later of July 1, 2007 or the date the Agency adopts its first budget, and shall continue in full force and effect until July 1, 2012, unless sooner terminated as provided herein. This IGA shall automatically be renewed for additional terms of five (5) years each unless one party gives notice, in writing, to the other party not less than thirty (30) days prior to the termination date of its intent not to renew this IGA; provided, however, that 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.
13. **Indemnification:** City agrees to 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 services pursuant to the IGA. Agency agrees to hold the City harmless from all claims, suits, or actions of whatever nature that arise out of or result from the negligent or intentional acts of the Agency's officials, employees and agents providing services pursuant to this IGA.
14. **Insurance:** City shall maintain in force, worker's compensation insurance for all covered workers providing service to Agency in compliance with ORS 656.017, and general liability insurance in amounts not less than the amounts provided under the Oregon Tort Claims Act.
15. **Modification:** This IGA may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall

be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

16. **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.
17. **Severability:** The parties agree that if any term or provision of the 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.
18. **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 14<sup>th</sup> day of December 2006.

CITY OF TROUTDALE

By Paul J. Thrope

Title: Mayor

URBAN RENEWAL AGENCY OF THE CITY OF TROUTDALE

By Paul J. Thrope

Title: Chair

Approved as to form:

Marnie Allen

Marnie Allen, City Attorney