



*Home of the Tualatin River National Wildlife Refuge*

## **RESOLUTION 2011-090**

### **A RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE PROVISIONS OF SUPPORT SERVICES BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD URBAN RENEWAL AGENCY**

**WHEREAS**, the City of Sherwood, Oregon, a municipal corporation established under ORS Chapter 221 ("City"), and the Sherwood Urban Renewal Agency ("Agency"), a municipal corporation established under ORS Chapter 457, entered into an Intergovernmental Agreement on February 16, 2011 through Resolution 2011- 014 ("Agreement") whereby the City agreed to provide multiple support services to Agency; and

**WHEREAS**, the Agreement did not include City provision of building and property management services to the Agency; and

**WHEREAS**, the URA is charged with administering and implementing the Sherwood Urban Renewal Plan ("Plan") as adopted by the URA Board on August 29, 2000 and approved by the Sherwood City Council through Ordinance No. 2000-1098, which includes, in part, the management of buildings and property within the Plan area; and

**WHEREAS**, Agency desires and City is willing to provide building and property management services for Agency; and

**WHEREAS**, City and Agency wish to amend their existing Agreement authorizing City to provide building and property management services to Agency pursuant to ORS 190;

### **NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1:** The City Council hereby approves the following amendment to Agreement Section 1.b. authorizing City to provide building and property management services to Agency as indicated below (amended language is underlined):

**b. Administrative Overhead Services.** The City will provide the following services to Agency: records management and record keeping; risk management; human resources; engineering, building, and planning services; building and property management; legal services; purchasing; information technology services including internet and telephone services; and office space and supplies.

**Section 2:** This amendment does not affect any other rights, duties or obligations under the Agreement.

**Section 3:** This Resolution shall be in effect upon its approval and adoption.

Duly passed by the City Council this 1<sup>st</sup> day of November 2011.

  
Keith S. Mays, Mayor

Attest:

  
Sylvia Murphy, CMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF SHERWOOD  
AND  
THE SHERWOOD URBAN RENEWAL AGENCY**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is entered into by and between the City of Sherwood, Oregon, a municipal corporation established under ORS Chapter 221 (“City”), and the Sherwood Urban Renewal Agency (“URA” or “Agency”), a municipal corporation established under ORS Chapter 457; and

**WHEREAS**, the URA is charged with administering and implementing the Sherwood Urban Renewal Plan as adopted by the URA Board on August 29, 2000 and approved by the Sherwood City Council through Ordinance No. 2000-1098; and

**WHEREAS**, the City provides financial, administrative and other support services to the URA; and

**WHEREAS**, pursuant to ORS 190.010, the City and Agency are authorized to enter into intergovernmental agreements for the performance of tasks either is authorized by law to perform;

**NOW, THEREFORE, THE CITY OF SHERWOOD, OREGON AND THE SHERWOOD URBAN RENEWAL AGENCY HEREBY AGREE AS FOLLOWS:**

**1. City Duties and Responsibilities.** The City shall provide the Agency with the following services, as requested and authorized by the Agency:

**a. Accounting.**

- i. General. The City shall provide accounting services to the Agency for the financial tracking of URA revenues and expenditures. In doing so, the City shall provide the necessary accounting transactions to make payments on behalf of Agency obligations as well as accept any resources received on behalf of the Agency. The City shall also provide Agency with financial reports every accounting period that detail revenues, expenditures, debt, and cash flow data for the Agency’s Fund or Funds.
- ii. Accounting System. The City shall maintain an accounting system for the Agency and charge expenses directly to the Agency through that system.
- iii. Segregation of Funds. The City shall segregate all Agency funds into an Urban Renewal Agency Fund(s) in the City’s fund accounting structure and shall be responsible for maintaining that segregation.
- iv. Debt Service Payments. The City shall make all debt service payments from Agency funds on behalf of the Agency as such payments come due.

- v. Annual Agency Audit. In order to comply with ORS 297.405 through 297.555, the City shall contract for -an external audit of the Agency's year-end financial statements and accounting transactions. The City shall prepare the financial statements and manage the audit process.
- vi. City Services. The City shall account for all City services performed on behalf of the Agency pursuant to this Agreement and provide financial reports on such services provided to the Agency every accounting period.

**b. Administrative Overhead Services.** The City will provide the following services to Agency: records management and record keeping; risk management; human resources; engineering, building, and planning services; building and property management; legal services; purchasing; information technology services including internet and telephone services; and office space and supplies.

**c. Financial Assistance.** Pursuant to ORS 457.320, the City may loan money and provide other forms of financial assistance to the Agency in order to assist in carrying out the urban renewal plan. Any such assistance shall be properly documented and contain adequate provisions for the repayment of any loans made to the Agency.

**d. Timely Communication and Cooperation.** The City shall communicate any financial, accounting or other concerns it discovers or is made aware to the Agency in a timely manner. The City also agrees to cooperate with the Agency in complying with reasonable information and data requests, and will strive to respond to such requests in a timely manner.

**e. Insurance.** The City shall secure property and casualty insurance for the Agency as part of its insurance program.

## **2. Agency Duties and Responsibilities.**

**a. Financial Management and Review.** The Agency is responsible for the oversight and management of the URA and its projects, including, but not limited to, oversight of the financial health of the URA and its authorized and planned projects, management decisions affecting the financial status of the URA, URA indebtedness threshold and capacity, and monitoring of all URA expenditures and revenues. This includes annual budgeting and budget review of planned URA projects and the URA Fund, as required by Local Budget Law in ORS 294.305 to 394.565. The Agency shall coordinate with the City as necessary to ensure proper oversight and management of Agency activities.

**b. Annual Reporting.** Pursuant to ORS 457.460, Agency shall prepare and provide an annual financial report on the URA and its projects not later than January 31 of each year to the URA Board and City.

**c. Financial Assistance.** The Agency is authorized to loan money and provide other forms of financial assistance to the City as the Agency Board, in its sole discretion, determines appropriate to carry out one or more projects described in the urban renewal plan.

Any such assistance shall be properly documented and contain adequate provisions for the repayment of any loans made to the Agency.

**d. Timely Communication and Cooperation.** The Agency shall provide all information necessary to assist the City in providing the services contained in this Agreement. The Agency also agrees to cooperate with the City in complying with reasonable information and data requests, and will strive to respond to such requests in a timely manner.

### **3. Shared Duties and Responsibilities.**

**a. Issuance of URA Debt.** The Agency is ultimately responsible for negotiating and securing debt for the purpose of carrying out the URA planned and approved projects. City staff may assist the Agency with negotiating and securing debt by providing financial and administrative assistance.

**b. Agency Staffing.** The City shall provide and supervise staff who perform Agency functions. Employees engaged in Agency activities are employees of the City and subject to the City's employment policies, procedures, and standards.

**c. Reimbursement for Services.** City may seek reimbursement from Agency for costs of services provided on behalf of agency, and City shall provide sufficient documentation and detail of services provided to Agency.

### **4. Additional Terms.**

**a. Severability.** If any section, clause or phrase of this Agreement is judicially deemed invalid, illegal, or unenforceable in any respect, the remaining parts of this Agreement shall be severed from the invalid parts and remain in full force and effect.

**b. Modification.** This Agreement may be modified by mutual written consent of the parties. Any modification to a provision in this Agreement shall have no effect upon other provisions in this Agreement unless stated in writing.

**c. Term and Termination.** This Agreement shall remain in effect until terminated by the parties as provided herein. This Agreement may be terminated by mutual written consent of the parties. Termination of this Agreement shall not affect the duties and obligations of the parties that accrued prior to the termination, including any bond loan or other repayment obligations.

**d. Effective Date.** This Agreement is effective upon the latest date it is executed by the parties below.

**WHEREAS,** all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

**CITY OF SHERWOOD**

**SHERWOOD URBAN RENEWAL  
AGENCY**

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City Manager

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Agency Administrator

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City Recorder

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Date

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Date