



RESOLUTION 2015-062

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR 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 ("URA" or "Agency"), a municipal corporation established under ORS Chapter 457 entered into an Intergovernmental Agreement ("Agreement") through Resolution 2011-003 whereby the City agreed to provide multiple general support services to the Agency; and

WHEREAS, the previous Agreement did not contemplate the timing and activities of the various Center for the Arts financial and operating responsibilities; and

WHEREAS, the Agency built and owns the Sherwood Center for the Arts ("Center"), which is located at 22689 SW Pine Street, Sherwood OR 97140; and

WHEREAS, the City provides financial, administrative and other support services to the Agency including running the Center; and

WHEREAS, the City and Agency desire to formalize their relationship as it relates to the Center; and

WHEREAS, pursuant to ORS Chapter 190, 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 RESOLVES AS FOLLOWS:

Section 1: The City of Sherwood does hereby approve the Intergovernmental Agreement between the Agency and the City of Sherwood as shown in Exhibit A.

Section 2: The City of Sherwood does hereby authorize the City Manager to execute the Intergovernmental Agreement between the City of Sherwood and the Agency as shown in Exhibit A.

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

Duly passed by the City Council this 7th day of July 2015.



Krisanna Clark, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder

Exhibit A
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.

WHEREAS, the URA built and owns the Sherwood Center for the Arts (“Center”), which is located at 22689 SW Pine Street, Sherwood, OR 97140.; and

WHEREAS, the City provides financial, administrative and other support services to the URA including running the Center; and

WHEREAS, the URA and City desire to formalize their relationship as it relates to the Center; and

WHEREAS, pursuant to ORS Chapter 190, 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.** City shall assume all duties related to the Center as if City were the owner of the land and building. Such duties shall include but not be limited to staffing, general maintenance, janitorial services, utilities, garbage, leasing of commercial spaces, security, insurance and landscaping. City is expressly authorized to sign any lease of the commercial spaces on behalf of the URA and agrees to be responsible for the payment of any taxes required to be paid due to the leasing of the commercial spaces in the Center.
- 2. Agency Duties and Responsibilities.** Agency shall be responsible for capital improvements to the Center, which shall include but not be limited to any tenant improvements necessary to lease the commercial spaces. City shall notify URA of the costs of such improvements as they become needed. Either City or Agency may enter into the contracts necessary to make such improvements. Should City enter into such contracts on behalf of the URA, City shall provide any necessary invoices to the Agency for timely payment and Agency agrees to make payments to the City in a timely manner.
- 3. Compensation.** In exchange for the services provided under this Agreement, City may keep any rental payments made by third parties that lease commercial space at the Center.

4. Transfer of Center. The Parties agree, consistent with the Agency’s Urban Renewal Plan, that the URA will eventually transfer ownership of the Center to the City. The purpose and intent of this Agreement is to formalize the rights and responsibilities of the Parties related to the Center until such transfer occurs. This Agreement shall automatically terminate upon the Agency’s transfer of the Center to the City.

5. 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. Unless otherwise provided herein, this Agreement shall remain in effect until terminated by the parties by mutual agreement. 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**

City Manager

Agency Administrator

City Recorder

Date

Date