

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

PARTIES:

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is entered into between the **City of Tillamook (CITY)**, an Oregon Municipal Corporation, and the **Tillamook 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, by Tillamook Revised Code (TRC) Article 2.24, the CITY activated the urban renewal agency for the CITY pursuant to ORS 457.035; and

Whereas, the AGENCY is 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 Tillamook Urban Renewal Plan (PLAN), as approved by the City by adoption of Ordinance No. 1215 which Plan is recorded in the Records of Tillamook County, Oregon as Document No. 2006-010495; and

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

Whereas, **the AGENCY per its bylaws is authorized to appoint an Administrator** **and** 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 ~~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 may provide ~~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, if requested by the AGENCY, wish to clarify the role of CITY staff performing administrative services to the AGENCY, and the respective responsibilities of the CITY and AGENCY to supervise and manage such staff:~~
and

Whereas, the CITY and the AGENCY have been under an IGA since November 2, 2009 and wish to continue the IGA,

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

- 1. General Duties of the City.** **The CITY shall provide payroll services, record storage space, workspace, meeting space, copy equipment, and supplies as needed by the AGENCY.** ~~The CITY shall provide administrative 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 fund management and annual audit; human resources, payroll, and benefits administration; contract procurement and administration. 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.~~ The parties may amend the scope of the CITY'S services to the AGENCY under this IGA by mutual agreement.
- 2. General Statement of Consideration.** The AGENCY shall reimburse the CITY for all reasonable costs incurred by the CITY in providing payroll services, record storage space, workspace, meeting space, copy equipment and supplies as needed by the AGENCY ~~administrative services~~ pursuant to this IGA, in an annual amount agreed to by both parties. On or before the second Thursday of each month of each year of the term of this IGA, the CITY shall provide to the AGENCY, a statement of expenditures made by the CITY in providing ~~administrative~~ services pursuant to this IGA. Payment shall be made by the AGENCY

on a monthly basis with payment in full for services received on or before the second Thursday of each month.

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. The CITY will appoint a part-time Agency Administrator and enter into an employee contract with an employee of the AGENCY'S choice. The AGENCY will designate a board member who is familiar with the City Employee Handbook employment handbook as liaison to handle any personnel questions. The AGENCY has the sole authority for annual discipline and termination of the employee in accordance with the Employee Handbook. 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. ~~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 Manager 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, unless they are under separate contract with the Agency.~~

3.1.

3.2. Charges to AGENCY for Services. Charges to AGENCY for additional services will be 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. Project Construction Management;

3.2.2. Engineering services;

3.2.3. Contract Preparation and Insurance services;

3.2.4. Office of the City Manager, City Manager, and Finance and Information Services and costs;

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3.3 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.

3.4 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, **human resources**, ~~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. 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.

5. Detailed Statement of Financial Services. Without limiting the general CITY duties stated under paragraph 1 above, the ~~CITY Agency Administrator~~ shall manage the AGENCY funds using the following procedures, as may be amended or supplemented by AGENCY Board action from time to time.

5.1 The AGENCY shall maintain one or more checking or savings/investment accounts with the financial institution of the AGENCY's choice to hold the assets of its General Fund.

5.2 The AGENCY shall maintain one Local Government Investment Pool (LGIP) account into which all urban renewal tax proceeds will be deposited by the Tillamook County Treasurer, and from which all debt of the AGENCY will be paid. This account will hold the assets of the AGENCY's Tax Increment Fund.

5.3 All checks or other forms of withdrawal from the AGENCY accounts will require two AGENCY Board member signatures; No account will be opened or closed without AGENCY Board authorization.

5.4 ~~With the exception of internal control oversight the Agency Administrator~~ ~~The CITY designee~~ will provide a monthly reconciliation of all AGENCY accounts to the AGENCY Board, and prepare and distribute to the AGENCY Board a monthly expense and balance sheet for AGENCY Board approval unless AGENCY requests otherwise or contracts outside CITY for financial services.

5.5 The AGENCY is responsible to provide for an adequate Crime Protection Policy.

- 6. Coordination of Improvement Work.** AGENCY will coordinate with the CITY regarding any improvements or work done in CITY owned right-of-way.
- 7. 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.
- 8. 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.

- 9. 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).
- 10. Selection of Debt Issuance and Audit Professional.** The AGENCY will select its own bond counsel and 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.
- 11. 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 the IGA.
- 12. Cooperation.** The City Manager and the AGENCY Chair shall be responsible for working cooperatively to assure compliance with this IGA.
- 13. Term and Termination.** This IGA shall become effective **July 1, 2020** ~~upon the date of the last signature hereon,~~ and shall continue in full force and effect until **July 1, 2022** 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.
- 14. 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 negligent or intentional acts of the CITY's officials, employees, and agents providing service to the AGENCY pursuant to this IGA.

AGENCY agrees to save, defend, and hold the CITY harmless from all claims, suits, or actions of whatever nature that arise out of or result from negligent or intentional acts of the AGENCY's officials, employees, and agents providing service to the CITY pursuant to this IGA.
- 15. Insurance.** CITY shall maintain in force, workers' 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 tort claim limitations of the Oregon Tort Claims Act.

16. Modification. This IGA may not be altered, modified, supplemented, or amended in any manner, except as authorized by this agreement, or by mutual agreement, which shall be in writing. The amendment to this agreement will become effective sixty (60) days after the request and this agreement will be modified to reflect that change. 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.

17. Waiver. No provision of this IGA may be waived except in writing by the party waiving compliance. No waiver of any provision of the 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.

18. 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 effected, and the rights and obligations of the parties shall be construed and enforced as if the IGA did not contain the particular term of provision held to be invalid.

19. 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 _____ day of _____, ~~2017~~ 2020.

CITY OF TILLAMOOK

TILLAMOOK URBAN RENEWAL AGENCY

by _____

by _____

Title: _____

Title: _____

Date: _____

Date: _____