

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

This Intergovernmental Agreement (Agreement) is entered into between The City of Sandy (“City”), an Oregon municipal corporation established under ORS Chapter 221, and the Sandy Urban Renewal Agency (“Agency”), a municipal corporation established under ORS Chapter 457.

WHEREAS, the Agency is charged with administering and implementing The Sandy Urban Renewal Plan (“Plan”), as adopted by the agency board on December 21, 1998 and last amended May 2018, and engages in redevelopment activities to carry out the Plan; and

WHEREAS, the City has experience in the provisions of administrative services for local governments and in planning and constructing public improvements and desires to assist the Agency in the planning and carrying out of the Plan, pursuant to ORS 457.320; and

WHEREAS, the City has the desire and the money to loan the Agency for implementation of the Plan as long as said funds are reimbursed to the City; and

WHEREAS, pursuant to ORS 190.010, the City and Agency are authorized to enter into intergovernmental agreements for the performance of functions and activities either one is authorized by law to perform.

NOW, THEREFORE, THE CITY OF SANDY AND THE SANDY URBAN RENEWAL AGENCY AGREE AS FOLLOWS:

Section 1: City Duties and Responsibilities

As requested and authorized by the Agency, the City shall provide administrative and development services to the Agency and undertake urban renewal activities as set forth in the adopted Plan, including but not limited to the following as set forth below.

- a. **Administrative Services:** The City may provide the following administrative services to the Agency: records management and record-keeping, human resources, engineering, planning services, legal services, purchasing information, technology services including internet and telephone service, office space and supplies, staff support for meetings (including preparation of meeting notices, agendas and minutes) and budget preparation and oversight. In doing so, the City shall provide such services in compliance with the laws of the State of Oregon, and in accordance with the Plan and this Agreement.
- b. **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 Plan. Any such assistance is to be properly documented and contain adequate provisions for the repayment of any loan made by the City to the Agency. Interest on any loan will be

calculated based on the rate the City would receive if those funds were invested in the Local Government Investment Pool (base rate) +1%. The rate shall be annual and will be set July 1 of each Fiscal Year. Compounding of interest will correspond with the repayment schedule. The base rate will be calculated as an average of the prior 12 months, or the rate for the preceding June, whichever is higher.

- c. **Public Improvement and other Public Contracting Assistance:** The City agrees to act, when appropriate upon request of the Agency, as the agent of the Agency for purposes of forming local improvement districts, soliciting procurements, awarding bids, assessments, and all other usual and necessary activities normally performed by the City with reference to public improvement projects in, and other public contracts for, the City.
- d. Nothing herein shall be construed to prohibit the Agency from contracting with third parties to provide any of the services listed above:

Section 2: Agency Duties and Responsibilities

- a. **Financial Management and Review:** The Agency is responsible for the oversight and management of the Plan and its projects, including, but not limited to: oversight of the fiscal health of the Agency and its authorized plan projects, management decisions affecting the fiscal status of the Agency, threshold and capacity of the Agency, and monitoring of all Agency revenues and expenditures. This includes annual budgeting and budget review of plan projects and funds, as required by Oregon local budget law (ORS 294.305 through 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, the Agency shall prepare and provide the Agency Board an annual financial report on the Agency and its projects no later than January 31 of each year.
- 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 Plan. The Agency shall repay the City all contract expenses related to the Plan and report. Repayment shall be on a schedule mutually agreed to by the Agency and City.

Section 3: Shared Duties and Responsibilities

- a. **Issuance of Debt for Urban Renewal Activity:** The Agency is ultimately responsible for negotiating and securing debt for the purpose of carrying out the Plan. City staff may assist the Agency with negotiating and securing debt by providing financial administrative assistance. Through a separate Memorandum of Understanding (MOU), the City may agree

to issue debt for the Agency with the Agency assuming financial responsibility for any associated debt service.

- b. **Agency Staffing:** The City shall provide and supervise staff that performs Agency functions. City employees engaged in Agency activities are employees of the City and subject to the City's employment policies, procedures, and standards. It is also the intent of the parties that the services performed by City employees on behalf of the Agency shall not interfere with the ability of such employees to carry out their duties for the City.
- c. **Reimbursement for Services:** The City may seek reimbursement from the Agency for reasonable costs of services provided on behalf of the Agency. The City shall provide sufficient documentation and detail of service provided to the Agency.

Section 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. **Indemnification:** Except as otherwise limited by the Oregon Tort Claims Act, the City agrees to save and hold harmless the Agency against all claims, suits, or actions whatsoever which arise out of or result from the negligent or intentional acts of the City's officials, Employees, and agents as providing the services pursuant to this Agreement.
- c. **Modification:** This Agreement may be modified by mutual written consent of the parties. Any modification to a provision of this Agreement shall have no effect upon other provisions in this Agreement unless stated in writing.
- d. **Term and Termination:** This Agreement shall remain in effect until terminated by the parties as provided in this Section. Termination of this Agreement may be made by mutual consent of the parties and shall not affect the duties and obligations of the parties that occurred prior to the termination (including any bond, loan or other repayment obligations).
- e. **Effective Date:** This Agreement is effective upon the latest date it is executed by the parties below.
- f. **Entire Agreement:** This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

- g. **Non-Agency Relationship.** Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the parties. Each party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement.

WHEREAS, all of the form mentioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

CITY OF SANDY

SANDY URBAN RENEWAL AGENCY

City Manager

Date

Agency Chair

Date