

City OF PHOENIX

PHOENIX, OREGON

RESOLUTION NO. 959

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHOENIX, OREGON AND THE PHOENIX URBAN RENEWAL AGENCY FOR USE OF CITY OF PHOENIX STAFF TIME.

WHEREAS, the City of Phoenix has an interest in helping out Urban Renewal by allowing City Staff to work on Urban Renewal projects; and

WHEREAS, Council has also expressed interest in making sure that the City would be reimbursed for the time staff has spent working on Urban Renewal Projects; and

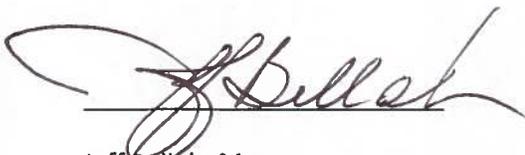
WHEREAS, money to complete the Urban Renewal projects is tight; and

WHEREAS, it is in both parties best interest to delay remuneration until PHURA has enough revenue to easily pay the bill; and

WHEREAS, the council will review remuneration on a yearly basis.

NOW, THEREFOR A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHOENIX, OREGON AND THE PHOENIX URBAN RENEWAL AGENCY FOR US OF CITY OF PHOENIX STAFF TIME.

PASSED AND APPROVED by the City Council of the City of Phoenix and signed in authentication thereof at a regular meeting on the 2nd day of May, 2016



Jeff Bellah, Mayor



Janette Boothe

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

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between the City of Phoenix, an Oregon municipal corporation established under ORS Chapter 221 ("City"), and the Urban Renewal Agency of the City of Phoenix, an Oregon quasi-municipal corporation ("Agency"), established under ORS Chapter 457 and duly activated by the City.

RECITALS

1. The Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activities as authorized under ORS 457 (Urban Renewal), the City of Phoenix Municipal Code and the City of Phoenix Urban Renewal Plan ("Plan").
2. The Agency prepared an Urban Renewal Plan as defined by ORS 457.010(16) (the "Plan").
3. The Plan was approved by the City of Phoenix.
4. The Agency will undertake redevelopment activities to carry out the Plan.
5. The City has experience in the provision of administrative services for local governmental activities including the areas of budgeting, financial reporting, planning, project management, engineering, and constructing public improvements, and desires, pursuant to ORS 457.320, to assist the Agency in the planning and carrying out the Plan by providing all administrative and development services necessary and proper for carrying out the Agency's duties and responsibilities related to administering and implementing the Plan.
6. ORS 190.010 and ORS 457.320 authorize the City and the Agency, and the City and Agency desire, to enter into an Agreement whereby the City provides administrative and development services to the Agency.
7. The City and the Agency desire to clarify the relationship between them with respect to administrative services provided by the City to the Agency, the Agency's obligation to pay for those services, and various other issues related to their relationship as separate legal entities working towards completion of the Plan.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1: Term and Termination.

Section 1.1: Term and Termination. This Agreement becomes effective upon the date of the last signature hereon, and continues in full force and effect until the Agency is dissolved or terminated, or until the Agency hires an Executive Director, whichever is sooner, and unless sooner terminated as provided herein. This Agreement may be

terminated at any time by either party by giving the other party not less than 30 days written notice of that party's intent to terminate this Agreement.

Article 2: Duties of the City

Section 2.1: Employees Provided by the City. The City shall provide, where available by the City, administrative and development services on an as-needed basis to the Agency to undertake urban renewal activities as set forth in adopted urban renewal plans, including but not limited to: staff support for public meetings including the preparation of meeting notices, agendas, minutes and mailings; record keeping including filing Agency resolutions; budget preparation, accounting, and financial reporting; contract procurement and administration; real estate procurement and property management; project engineering and project management services; planning related to plan administration and implementation, project development; and economic development services and other duties and functions as may from time to time be required by the Agency. 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 Agreement. Nothing herein shall be construed as prohibiting the Agency from contracting with third parties to provide all or a portion of staff services.

Section 2.2: Consideration. On an annual basis, the Agency shall reimburse the City for all reasonable costs incurred by the City in providing administrative and development services pursuant to this Agreement, with the first payment due no later than thirty days after the expiration of one year after the execution of this Agreement. No interest will be charged during this time for repayment.

The City shall provide to the Agency on at least a monthly basis, and as provided in Section 2.5, an invoice made by the City in providing administrative and development services pursuant to this Agreement. As set forth below, personnel costs shall be determined by hourly rate, and by position, according to the City's annual budget, inclusive of wages, salary and benefits costs. Any objections or disagreements with the amounts submitted in a monthly statement shall be deemed waived unless articulated in writing and delivered to the City Manager within thirty days after the date the monthly statement of expenditures is submitted to the Agency. Prior to or within thirty days after the first year of this Agreement, the City may meet with the Agency to confer regarding any adjustments to the amounts invoiced to the Agency.

Section 2.3: City Staff Time. City staff time spent on providing services to the Agency shall be separately recorded and documented for purposes of determining the appropriate reimbursement to the City in accordance with Section 2.2. It is 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 and responsibilities for the City. City employees shall record the time expended for Agency on an hourly basis. Copying costs and supplies shall also be recorded for expenditure and reimbursement purposes.

Section 2.4: City Facilities and Equipment. City staff working on behalf of the Agency are authorized to utilize City office space, furnishings and equipment, including but not limited to telephones, fax machines, printers, photocopiers, computers, office supplies and similar equipment, to carry out Agency business.

Section 2.5: Invoices. The City shall submit to the Agency, monthly, one or more invoices detailing the specific services rendered by the City and other expenses incurred by the City on behalf of the Agency. The invoices shall identify a specific time period covered by the invoice and shall include the employee's hourly rate, inclusive of salaries, benefits, insurance and other costs incurred by the City on a prorated basis, and shall sufficiently state the service performed by the City so that the Agency may properly determine the accuracy of the invoices.

Section 2.6: Employee Status of City Staff. The parties agree that City Staff assigned to perform services and duties for the Agency as part of this Agreement are employees of the City only and that the City has final and exclusive authority over decisions to hire, terminate and discipline City Staff employed by the City and assigned to support and implement the Agency Plan. The parties agree that the Agency retains the right to hire its own employees. If the Agency chooses to hire its own employees, it will provide the City with at least 30 days written notice of its intent to do so in order to avoid any duplication of services or duties.

Article 3: Duties of the Agency

Section 3.1: Agency Reimbursement of City Costs. The Agency shall reimburse the City for all costs incurred by the City in providing services and supplies pursuant to this Agreement. Unless the Agency objects to an invoice submitted by the City within 30 days of the date of the invoice, the Agency shall be deemed to approve the invoice for payment to the City and the Agency must make payment to the City as required in Section 2.2.

Article 4: Conflicts

Section 4.1: Conflict. The City reserves the right to withhold any administrative support due to conflicts of interest and/or instances in which limited resources are available.

Article 5: Non-Agency Relationship

Section 5.1: 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. Each party is solely responsible for carrying out its duties and functions in accordance with all applicable laws and regulations.

Article 6: Indemnification

Section 6.1: Indemnification. The City agrees to save and hold harmless the Agency against all claims, suits, or actions whatsoever which arise out of the or result from the negligent or intentional acts of the City's officials, employees and agents as providing the services pursuant to this Agreement.

Article 7: Insurance

Section 7.1: Insurance. Each party shall maintain in force, at its own expense, worker compensation insurance for all covered workers of that party in compliance with Oregon law, and general liability insurance in amounts not less than the limits of the Oregon Tort Claims Act as it may be amended from time to time.

Article 8: Modification

Section 8.1: Modification. This Agreement 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.

Article 9: Waiver

Section 9.1: Waiver. No provision of this Agreement may be waived except in writing by the party granting a waiver of compliance with this Agreement. A waiver of a provision of this Agreement shall not constitute a 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 Agreement shall not operate as a waiver of such provision of any other provision.

Section 10: Severability.

Section 10.1: Severability. The parties agree that if any term or provision of the Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

Article 11: Entire Agreement

Section 11.1: 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.

IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS AGREEMENT:

City Date

Agency Date

Attest:

Mayor