

RESOLUTION NO. 5030

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ALBANY AND CARA FOR FACILITY, PERSONNEL, ADMINISTRATIVE AND FINANCIAL SERVICES.

WHEREAS, the Central Albany Revitalization Area Agency, herein after known as "CARA," is an urban renewal authority created pursuant to ORS Chapter 457 for the purpose of the alleviation of blighted conditions within the central area of the City of Albany, Oregon; and

WHEREAS, CARA has no staff, office, supplies, or other facilities necessary for the carrying out of its purpose; and

WHEREAS, the City of Albany, Oregon, herein after referred to as "City," benefits from the activities of CARA; and

WHEREAS, ORS Chapter 190 allows units of local government to enter into written agreements for the performance of any or all functions and activities that either party, its officers or agencies, have authority to perform.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Albany that the City Manager is authorized to execute the intergovernmental agreement with CARA attached hereto as Exhibit A.

DATED AND EFFECTIVE THIS ~~25TH~~ DAY OF AUGUST, 2004.


Mayor

ATTEST:


City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CENTRAL ALBANY REVITALIZATION AREA AGENCY (CARA) AND THE CITY OF ALBANY, OREGON (CITY), FOR ADMINISTRATIVE AND OPERATIONAL ASSISTANCE

WHEREAS, the Central Albany Revitalization Area Agency, herein after known as "CARA," is an urban renewal authority created pursuant to ORS Chapter 457, for the purpose of the alleviation of blighted conditions within the central area of the City of Albany, Oregon; and

WHEREAS, CARA has no staff, office, supplies, or other facilities necessary for the carrying out of its purpose; and

WHEREAS, the City of Albany, Oregon, herein after referred to as "City," benefits from the activities of CARA; and

WHEREAS, ORS Chapter 190 allows units of local government to enter into written agreements for the performance of any or all functions and activities that either party, its officers, or its agencies, have authority to perform.

NOW, THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the CARA Agency and the City, as follows:

1. City to provide personnel to CARA

City agrees to provide the services of City officers, employees, agents, contractors, subcontractors, boards, councils, and commissions to CARA, as may be necessary or desirable to assist CARA in performing any and all functions reasonably related to its purpose. Such personnel shall not become employees of CARA by virtue of their performance of such services. City employees shall remain City employees notwithstanding the performance of services for CARA, and City shall be responsible for all employment obligations required by contract or statute. Personnel so provided shall act under the authority and direction of the City Manager of City or his/her designee, and shall remain subject to the employment policies and agreements which govern their status as City employees.

2. City to provide CARA with facilities

City agrees to provide facilities including, but not limited to, office space, meeting rooms, materials, equipment and supplies, as necessary for the conduct of CARA's business.

3. City to provide CARA with administrative and financial services

City agrees to provide administrative and financial services as necessary to assist CARA with

audit services, general management administration and overhead, revenue collection services, and budgeting and banking services.

4. CARA grant of authority to City

In connection with the provision of facilities or services to CARA by City, its officers, employees, agents, contractors, subcontractors, boards, councils, and commissions, CARA authorizes the provision of such facilities and services pursuant to CARA's lawful authority to act in furtherance of its purpose. Any action by City in support of CARA's activities shall be done with the express authority of CARA and pursuant to any and all powers available to CARA pursuant to Oregon law.

5. CARA's obligation to reimburse City

CARA will be indebted to, and will reimburse City for City's actual cost in the provision of facilities and services as provided herein. CARA's obligation to make reimbursement shall not exceed its own budgetary authority.

6. CARA's obligations to City shall be subordinate to obligations to lenders

CARA has made commitments to lenders that restrict its ability to incur debts not subordinate to such lenders. The parties hereto acknowledge and agree that CARA's obligations to City hereunder shall be subordinate to any such debt or obligation, whether incurred prior to the original execution of this agreement or subsequent thereto.

6. Term

This agreement shall be perpetual, but may be terminated by either party upon 30 days written notice to the other.

DATED AND EFFECTIVE THIS 23RD DAY OF AUGUST, 2004.

Steve Bryant, City of Albany City Manager
For CARA

Steve Bryant, City of Albany City Manager
For City of Albany