



RESOLUTION No. 2016-3327

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF NEWBERG AND MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS FOR ECONOMIC DEVELOPMENT
REVOLVING LOAN FUND SERVICES.**

RECITALS:

1. The City of Newberg created the Economic Development Revolving Loan Fund program by Resolution No. 1984-1109.
2. The Economic Development Revolving Loan Fund went through a major revision in 1988 by approval of Resolution No. 1988-356.
3. Oregon Revised Statutes, Chapter 190 allows units of governments to enter into agreements for services. The City of Newberg initially entered into an Intergovernmental Agreement with the Mid-Willamette Valley Council of Governments in 1995 to provide services for the City's Economic Development Revolving Loan Fund.
4. The City of Newberg is a member of the Mid-Willamette Valley Council of Governments.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Manager is authorized to execute the Intergovernmental Agreement between the City of Newberg and the Mid-Willamette Valley Council of Governments in the form substantially in conformance with Exhibit A.
2. Exhibit "A" is hereby attached and by this reference incorporated.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: August 16, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 15th day of August, 2016.



Sue Ryan, City Recorder

ATTEST by the Mayor this 17th day of August, 2016.


Bob Andrews, Mayor

EXHIBIT A

AGREEMENT

Between

MID WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

and

CITY OF NEWBERG

RECITALS:

1. The **Mid-Willamette Valley Council of Governments (COG)** and the **City of Newberg, Oregon**, a municipal corporation, (**CITY**) have long had interests in common; and
2. The **CITY** is a member of the **COG**; and
3. The **CITY** desires assistance with various aspects of the operation of its business development loan fund and the **COG** provides such services for its member governments; and
4. The **CITY** has authority to enter into intergovernmental agreements for cooperation between units of local government in accordance with Oregon Revised Statutes Chapter 190.

In consideration of the mutual benefits and obligations set out herein, the parties agree as follows:

1. DESCRIPTION OF WORK TO BE PERFORMED BY COG

The **COG** shall provide the following services for the **CITY'S** Economic Development Revolving Loan Program:

- A. Loan Packaging.
- B. Loan Closing.
- C. Loan Servicing.
- D. Reporting.
- E. Special Technical Assistance and Loan Collection work, including training of **CITY** staff as required.

2. COMPENSATION

- A. For services described under 1.A and 1.B above (Loan Packaging and Loan Closing), the **COG** will be compensated on a fee basis at the rate of 1.5% of the loan amount for any complete loan package prepared by **COG** staff and submitted to the **CITY** for final disposition. The fee shall be due at the time the loan is closed. The minimum fee for such loans shall be **\$600**. The **CITY** shall reserve the right to provide all of the loan packaging services based on the City Manager's evaluation of staff capabilities and the needs of the **CITY**. The **CITY** shall provide **COG** with notice that the **CITY** intends to provide loan-packaging services.
- B. For services described under 1.C and 1.D above (Loan Servicing and Reporting), the **COG** will be compensated at a flat monthly rate of \$150. These services include monitoring and verifying the provisions of all loan agreements, maintaining current documentation of insurance and tax payments, collecting and reviewing financial statements from each borrower on at least an annual basis and preparing an annual loan activity report to the **CITY**.

C. Services described under 1.E above (Special Technical Assistance and Loan Collections Assistance Activities) will be provided as requested by CITY. The COG will be compensated at the Loan Officer hourly rate of \$87.00 and the Loan Documentation and Servicing Specialist hourly rate of \$50.00. This rate includes salary and all overhead costs, including travel.

3. TRAVEL

COG shall bear the cost of staff travel and incidental expenses and these costs are included as part of the fees stipulated in this Agreement.

4. TERMS AND TERMINATION

This Agreement shall be effective on *July 1, 2016* and continue until *June 30, 2017* or until such time as either party provides sixty (60) days written notice of its intent to terminate the Agreement, and then the Agreement shall terminate on the 60th day following said notice.

5. AMENDMENTS

This Agreement may be amended by mutual agreement of CITY and COG. Any amendments shall be in writing and signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the above parties have caused this Agreement to be signed in their respective names by their duly authorized representatives.

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

By: _____
Jennie Messmer, Executive Director

Date: _____

CITY OF NEWBERG

Signed by the City Manager pursuant to his authority as the administrator of the Economic Development Revolving Loan Fund.

By: _____
Joe Hannan, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Truman Stone, City Attorney

Date: _____