

**RESOLUTION NO. 1425
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING AN AGREEMENT WITH PRINEVILLE DOWNTOWN
ASSOCIATION**

Whereas, the City of Prineville (“City”) has budgeted \$10,000.00 for the Downtown Strategic Planning Committee.

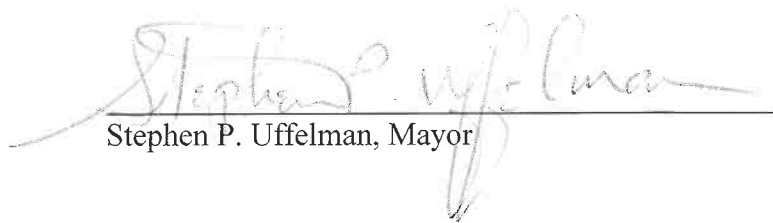
Whereas, Prineville Downtown Association (“Association”) is a non-profit organization that works to promote and enhance the Prineville downtown as the economic, social and cultural heart of the community.

Whereas, City staff and Association have negotiated an Agreement; and

Whereas, City staff believes it is in the best interest of the City to approve and execute this Agreement.

NOW, THEREFORE, the City of Prineville resolves that the Agreement between the City and Association attached hereto is approved and the Mayor is authorized and directed to sign the Agreement.

Approved by the City Council this 25th day of February, 2020.



Stephen P. Uffelman, Mayor

ATTEST:



Lisa Morgan, City Recorder

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Prineville**, an Oregon municipal corporation (“City”) and **Prineville Downtown Association**, an Oregon non-profit Corporation (“Association”); both referred to individually or collectively as “Party” or “Parties.”

Recitals

- A. City developed the Downtown Strategic Planning Committee (“DSP”) in 2013. The DSP was originally created at the request of City Council to aid City staff in the creation of the 3rd Street Development Plan. With that plan complete, the committee has re-focused its efforts on the form and function of the downtown. DSP receives \$10,000.00 of City Funds per year.
- B. Association is a 501(C)(6) organization that works to promote and enhance the Prineville downtown as the economic, social and cultural heart of the community.
- C. The City wishes to provide funding to Association in lieu of DSP.

Now, Therefore, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

Terms of Agreement

- 1. This Agreement provides Association with funding for the following purposes: to recruit additional members and encourage downtown business and property owners to participate in downtown revitalization efforts, to assist in funding the operation and administration of the downtown association, to organize and convene regular meetings of members and other downtown stakeholders, and to seek consensus on priority projects and initiatives to further the economic success and overall attractiveness of downtown Prineville.
- 2. The total financial obligation for City will not exceed \$10,000.00.
- 3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect until March 1, 2021.
- 4. This Agreement may be modified by mutual consent of both Parties and upon execution of amendments to this Agreement stating said modifications.

City Obligations

- 1. City agrees to provide Association \$10,000.00 within thirty (30) days of the execution of this Agreement.

2. City certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within City's current appropriation or limitation of the current budget.

3. City's contact for this Agreement is Casey Kaiser, Prineville Associate City Planner, 387 NE Third Street, Prineville, OR 97754, 541.447.8338, ckaiser@cityofprineville.com, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Association's Obligations

1. The Association shall provide the following services: Develop an informational web page for the Association, conduct regular meetings with Association members and others interested in downtown improvement efforts, utilize available media to inform the community of downtown improvement efforts, gather feedback and seek consensus on downtown improvement projects from interested stakeholders, and to communicate downtown improvement priorities of downtown business and property owners to City staff and or City Council.

2. Association shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement.

3. Association shall keep accurate cost and accounting records.

4. Provide to City an interim report no later than four (4) months from the date of the effective date detailing the types of projects or activities funded under this Agreement. Said report shall be provided by presentation to the Prineville City Council.

5. Provide to City a report no earlier than three (3) months prior to expiration of this Agreement detailing the types of projects or activities funded under this Agreement. Said report shall be provided by presentation to the Prineville City Council.

6. Association shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

7. All employers, including Association, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers liability insurance with coverage limits of not less than \$500,000 must be included. Association shall ensure that each of its contractors complies with these requirements.

8. Association shall indemnify, defend, save and hold harmless the City of Prineville, and its officers, employees, and agents from and against any and all claims, actions,

liabilities, damages, losses, or expenses, including attorney's fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Association or any of its officers, agents, employees or subcontractors arising from this Agreement ("Claims"). It is the specific intention of the Parties that City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Association from and against any and all claims arising from this Agreement.

9. Any such indemnification shall also provide that neither Association nor any attorney engaged by Association shall defend any claim in the name of the City of Prineville, nor purport to act as legal representative of the City of Prineville, without the prior written consent of the City of Prineville Attorney. The City of Prineville may, at any time at its election, assume its own defense and settlement in the event that it determines that Association is prohibited from defending the City of Prineville, or that Association is not adequately defending the City of Prineville's interests, or that an important governmental principal is at issue or that it is in the best interests of the City of Prineville to do so. The City of Prineville reserves all rights to pursue claims it may have against Association if the City of Prineville elects to assume its own defense.

10. Association acknowledges and agrees that City, and its duly authorized representatives, shall have access to the books, documents, papers, and records of Association's which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

11. Association certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Association, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Association.

12. Association's contact for this Project is Bryan Iverson, PO Box 249, Prineville, Oregon, 541.447.7502, bryan@iversonmedia.com or assigned designee upon individual's absence. Association shall notify the other Party in writing of any contact information changes during the term of this Agreement.

General Provisions

1. Choice of Law. This Agreement shall be interpreted under the laws of the State of Oregon.

2. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on a Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day which is not a Saturday, Sunday, or such a holiday.

3. Severability. If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

4. Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any party shall be brought in the Circuit Court of the State of Oregon for Crook County, or the United States District Court for the District of Oregon.

5. No Third-Party Beneficiaries. City and Association and their successors and assigns are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

7. Entire Agreement. This Agreement represents the entire agreement between the parties relating to the subject matter hereof. This Agreement alone fully and completely expresses the agreement of the parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as set forth herein.

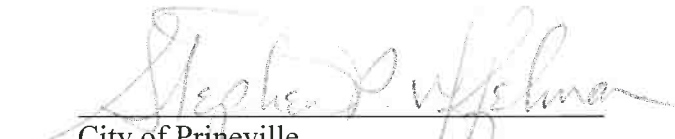
8. Attorneys. The parties agree and acknowledge that the Law Office of Jered Reid, LLC, has served as legal counsel to City in preparation of this Agreement, and does not represent any other party in connection with this Agreement. Association agrees and acknowledges that Association has consulted with Association's own legal counsel or has knowingly waived Association's right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Agreement.

9. Interpretation. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective as of the date first written below.




City of Prineville
By: Stephen P. Uffelman, Its Mayor



Date



Prineville Downtown Association
By: Bryan Iverson, Its President



Date