

LA GRANDE URBAN RENEWAL AGENCY
and
FRIENDS of LA GRANDE MAIN STREET
JOINT MEMORANDUM of AGREEMENT

This Memorandum of Agreement (hereinafter referred to as MOA), entered into this 27th day of May, 2022, by and between the Urban Renewal Agency of the City of La Grande, an Oregon municipal corporation (hereinafter referred to as URA), and the Friends of La Grande Main Street, a 501(c)(3) non-profit corporation (hereinafter referred to as LGMSD), for the purpose of defining the relationship and responsibilities of the parties as they pertain to the implementation of the Oregon Main Street Program in downtown La Grande, Oregon.

W I T N E S S E T H

WHEREAS: URA and LGMSD desire to maintain and enhance a healthy, vibrant downtown commercial district that functions as the economic, social and cultural center of the community; and,

WHEREAS: URA and LGMSD desire to work cooperatively on efforts to improve and revitalize downtown La Grande in accordance with the principles and accords set forth by Oregon Main Street and the National Trust for Historic Preservation programs; and,

WHEREAS: LGMSD is recognized as an Oregon non-profit organization, established as a 501 (c)(3) entity, as recognized by the Oregon Department of Revenue and the Internal Revenue Service, and as such has formed its own membership-elected Board of Directors and has developed its own Bylaws; and,

WHEREAS: URA has the means to provide financial and professional resources to LGMSD to assist URA in achieving goals and projects as established in the La Grande Urban Renewal Plan of 1999.

NOW, THEREFORE, based on the mutual covenants set forth in this MOA, the parties agree to the following terms and conditions:

Section 1. Term, Duration, and Termination

This MOA shall be in effect from the date of signing until June 30, 2025, unless written notification by either party is presented to the other party on or before May 31, of intent to terminate this MOA effective on June 30 of the year of said termination notice. Failure to adhere to the duties and responsibilities outlined in Section 2. A. may result in the termination of this MOA and/or the loss of funding from URA following thirty (30) days written notice. At the end of thirty (30) days, MOA may be terminated immediately if LGMSD fails to remedy the situation. In the event that either party terminates this MOA, effective as of the date of termination, financial obligations shall no longer incur, provided that all undisputed obligations incurred to the time of the notice have been remedied pursuant to the terms of this MOA. Renewal of this MOA beyond June 30, 2025, shall be conditioned upon LGMSD demonstrating the ability to maintain a minimum of \$25,000 of

funding per year and maintaining the top Oregon Main Street level designation for the duration of this MOA (previously called the "Performing" Main Street level).

Section 2. Duties and Responsibilities

A. LGMSD shall:

1. Serve as the fiscal agent for funds received from sources including membership, URA and other sources used for LGMSD programs and projects.
2. Maintain all appropriate records, electronic and otherwise, on behalf of the LGMSD revitalization effort.
3. Make recommendations to URA regarding specific LGMSD programs and projects as part of the annual budgeting process and ongoing planning efforts.
4. Maintain responsibility for all current and future LGMSD committees, member appointments and the implementation of their respective work plans. At a minimum, LGMSD, through its Board of Directors, shall provide committees that address the Main Street Four-Point Approach: Organization, Design, Economic Vitality and Promotion.
5. Provide an annual written report to URA regarding the state of programs and projects prior to April 15 of each year that this MOA is in full force and effect. Report shall contain the following:
 - a. Summarized activities of the prior calendar year.
 - b. Detailed accounting of URA funds.
 - c. Detailed account of Urban Renewal Plan-related activities.
 - d. An accounting of all funds received and spent in the previous year.
 - e. A budget for the current calendar year.
 - f. A detailed, committee-level and/or project-specific work plan for the current calendar year that includes goals, outcomes and measurable performance.
 - g. Any specific funding or program requests of the URA for the coming year.
6. Hire or contract professional LGMSD program staff at a minimum of thirty (30) hours per week annually.
7. Provide a suitable office and appropriate, modern, office equipment and supplies for LGMSD staff.
8. Continue to produce and provide necessary reports and complete other necessary tasks to remain eligible and active in the Oregon Main Street program at the top Oregon level designation (previously called the "Performing" Main Street level). and provide copies of any such required reports to the URA.
9. Have no authority, and shall not attempt to supervise, evaluate, direct or otherwise manage City of La Grande or URA staff or staff directly contracted by the City of La Grande or URA.

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10. Carry out portions of specific elements of the La Grande Urban Renewal Plan, including but not limited to:
 - a. Efforts to address the primary Mission of the Plan: To revitalize La Grande's Central Business Zone (CBZ) by investing in public improvements and public/private development partnerships in the CBZ, such as:
 - 1) Developing unused and underused properties
 - 2) Improving sidewalks and streetscape
 - 3) Restoring historic resources
 - 4) Rehabilitating upper stories for residential use
 - 5) Providing ample and well-located parking facilities
 - b. Promote retail development:
 - 1) Provide public improvements to sites for retail development
 - 2) Identify opportunities for retail development
 - 3) Work with the Union County Chamber of Commerce and other agencies to promote retail trade
 - c. Improve transportation systems:
 - 1) Improve the functioning of Adams Avenue as a local arterial
 - 2) Promote bike use by providing bicycle routes, lanes and parking
 - 3) Improve and expand pedestrian facilities
 - d. Assist in carrying out Plan-specific Projects:
 - 1) Assist with Streetscape elements, specifically participate in the review of requests for placement of private street furniture in the downtown
 - 2) Assist in the attraction and development of a high-quality hotel in the CBZ
 - 3) Prepare and implement Downtown Parking Management Plan - Develop and/or improve public parking facilities in the CBZ
 - 4) Provide financial assistance to property and/or business owners in the rehabilitation of buildings (Historic or Non-Historic) and/or redevelopment of sites within the area
11. In reference to item 10.b. above, LGMSD shall collaborate with URA on a retail business development strategy and shall provide staffing support and committee support, as applicable, to assist URA in achieving goals set forth with regard to this activity. URA staff may provide direction to LGMSD staff to carry out this activity.
12. LGMSD shall manage the URA's "Building Façade Improvement Grant" program [(10.d.4)], to include the following activities:
 - a. Actively market the program to prospective users, namely the owners of historic buildings in downtown La Grande.
 - b. Professional LGMSD program staff shall serve as the primary intake for façade grant applications. Maintain a supply of application materials approved by the URA.
 - c. Assist applicants with their projects, to include completing the grant application.
 - d. Develop a process to provide application acceptance, screening, review, and funding recommendations to URA.
 - e. Accept, screen, review, and make specific funding recommendation for individual applications within ten (10) days of receipt of the application for those not requiring Landmarks Commission approval and within ten (10) business

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days of receipt of the Commission determination or the receipt of a revised application, whichever is later and notify the applicant of their recommendation.

13. LGMSD shall serve as the primary and initial point-of-contact to assist the URA and the City of La Grande in resolving downtown disputes and issues to include, but not limited to:
 - a. Downtown parking
 - b. Downtown street furnishings
 - c. Downtown cleanliness and attractiveness
 - d. Downtown festivals, parades, promotions and events
 - e. Downtown pole banners and holiday decorations
14. Any downtown parking or traffic related issues and/or any proposed changes must come to the City of La Grande only after LGMSD has appropriately determined there to be a consensus among downtown stakeholders supporting a proposal and the LGMSD board of directors has officially rendered a recommendation based on the needs, desires and benefits of downtown La Grande as a whole.
15. Continue to pursue and maintain long-term diverse funding strategies to ensure the sustainability of LGMSD.
16. NOT use URA funds for any event, festival, parade or business promotion activities, or any downtown maintenance, cleanliness, utilities or provision of short-term amenities, such as flowers or landscaping. URA funds shall NOT be used for the purchase of alcoholic beverages. The primary use of URA funding should be for staff or office-related expenses.
17. Continue to advocate on the behalf of the downtown business community in a positive and productive fashion.
18. In the event the URA District Manager designates a member of the URA staff to serve as the chairperson of the Economic Vitality Committee, LGMSD shall appoint said individual.

B. URA shall:

1. Provide limited assistance and technical advice to LGMSD within available resources. The URA District Manager may designate a member of the URA staff to serve as chairperson for the LGMSD Economic Vitality Committee to serve in this capacity for the duration of efforts related to new retail business development strategies. URA staff may provide direction to LGMSD staff to assist in this activity.
2. Provide a staff liaison to the La Grande Main Street Board of Directors who will function as a voting member of the Board and have all rights and responsibilities associated with Board of Directors membership. The designated staff liaison or URA District Manager will also participate as a voting member on any Oregon Main Street Revitalization Grant review committee and will have one vote in the project selection process.

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3. Provide \$25,000 funding to LGMSD for personnel related expenses provided LGMSD is in compliance with the provisions of this Agreement and LGMSD maintains the Oregon Main Street top level designation (previously called the "Performing" Main Street level), subject to Budget Committee and Agency approval (paid quarterly). The long-term intent remains for URA funds to match revenues from other sources resulting in a maximum of one-third contribution from URA and two-thirds coming from other sources.

Section 3. Indemnification

To the maximum extent permitted by law, the parties shall hold and save each other, their officers, agents, and employees, harmless and shall defend and indemnify each other from any claims, damages, losses, and expenses, including attorney fees, which arise out of the action or inaction of the parties, their agents, officials or employees in the performance of this Memorandum of Agreement.

Section 4. Insurance

Without limiting LGMSD's indemnification of URA, LGMSD shall provide and maintain at its own expense during the term of this Agreement comprehensive general liability insurance with a minimum single limit of \$1,000,000.00 per occurrence. LGMSD shall also provide and maintain at its own expense during the term of this Agreement event insurance for each event held by LGMSD that requires separate coverage with a minimum single limit of \$1,000,000.00 per occurrence. Such insurance shall name the City of La Grande and the City of La Grande Urban Renewal Agency as additionally insured. LGMSD shall provide URA copies of such certificates of insurance without demand. Failure of LGMSD to procure or maintain the required insurance shall constitute a revocation of this Agreement.

Section 5. Amendments and Assignments

All amendments to this MOA which are mutually agreed upon by and between the parties to this MOA shall be in writing and executed with the same formalities of this MOA. This MOA is binding on the heirs, successors and assigns of the parties hereto but shall not be assigned by either party without first obtaining the written consent of the other. This MOA encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this MOA, made by or on behalf of any other party, person or entity whatsoever, prior to the execution of this MOA.

Section 6. Severability


The provisions of this MOA are severable; if any Section, subsection, sentence or clause shall be found by a court of competent jurisdiction to be invalid, unconstitutional, or is clearly and specifically preempted by Federal or State laws, the remaining Sections, subsections, sentences, or clauses shall remain in full force and effect, unless the effect of such invalidity, unconstitutionality or preemption effects a material alteration in the benefit of a party's bargain contained herein. Should any provision be declared invalid or unconstitutional or be preempted, the parties shall enter into negotiations within ten (10) days of final judgment or effective date of the law regarding any such matter and make a good faith effort to reform or replace such provision or part thereof with a valid and

enforceable provision that comes as close as possible to providing the parties the benefit of its bargain as originally expressed herein.

Section 7. Special Circumstances

LGMSD agrees to provide notice to URA within five (5) days of LGMSD being made aware of any allegations of fraud, financial misconduct, theft, embezzlement and/or any other claims of misuse of funds by its employees, agents and assigns that could lead to criminal charges involving the funds provided by URA under this Agreement. Notice shall be provided to the District Manager. URA agrees to keep any information received from LGMSD confidential during the pendency of any law enforcement investigation.

CITY OF LA GRANDE URBAN
RENEWAL AGENCY



Robert A. Strobe
District Manager

FRIENDS OF LA GRANDE MAIN
STREET



Brent Clapp
President

ATTEST:



Stacey M. Stockhoff
Acting City Recorder

