Revitalization Grant Agreement

This Agreement is between The Independence Downtown Association (IDA), a 501(c)3 non‐profit organization, and XXXXXXXXX (owner), owner of the property at 240 Monmouth Street, Independence, Oregon.

The mission of IDA is to beautify and enhance downtown Independence. The organization is at the Exploring Main Street level of the Oregon Main Street (OMS) program and requested a Main Street Revitalization Grant from OMS to rehabilitate Owner’s building located at 240 Monmouth Street in Independence.

The OMS Revitalization grant supports downtown revitalization efforts in communities participating in the Oregon Main Street Network. The purpose of the program is to:

* Acquire, rehabilitate, or construct buildings on properties in designated downtown areas statewide and;
* Facilitate community revitalization that will lead to private investment, job creation or retention, establishing or expanding viable businesses, or creating a stronger tax base.

**The Project**

The goal of this agreement is to facilitate the renovation of the Old City Hall building, located at 240 Monmouth Street in Independence, Oregon, for expanded retail/commercial use. Hereafter it will be referred to as Project. Project includes interior framing, plumbing, electrical, and related work needed to renovate the building for its intended use as well as landscaping and hardscaping the exterior. A complete project description can be found in the grant application (Attachment A). The Project will be considered complete when the additional commercial spaces have received a Certificate of Occupancy from the City Building Department.

**IDA Commitments**

The Independence Downtown Association commits to the following as part of this agreement:

* Apply for and manage the Main Street Revitalization Grant.
* Manage all grant reporting requirements, reimbursement requests, work plan submissions and other grant requirements.
* Facilitate inspections and audits of the project as needed
* Provide owner with timely information about grant requirements related to the Project, including any required bidding of contracts and work plan approvals by State Historic Preservation Office (SHiPO) staff.
* Reimburse Owner upon receipt of acceptable documentation of expenses. Acceptable documentation includes invoices, receipts, and similar proof of purchases related to the project, as well as any documentation of required inspections or permits.

**Owner Commitments**

Owner commits to the following as part of this agreement:

* Undertake the work described in the OMS Revitalization Grant (Attachment A).
* Fund renovation work out of pocket and request grant reimbursement at agreed-upon project intervals.
* Compliance with all reporting and bidding requirements stipulated by the OMS grant agreement.
* Provide IDA grant manager required documentation for grant reporting in a timely fashion.
* Maintain regular communication with IDA grant manager to ensure all grant requirements are being met and that problems with the project are identified at an early stage.
* Endeavor to complete the Project according to the project schedule (see Timeline and Reimbursement Milestones).
* Display signage at the project site saying “This project has been funded in part by the State Historic Preservation Office Oregon Main Street Revitalization Grant, Oregon Parks and Recreation Department, and the Independence Downtown Association.”
* Take photographs of work progress and allow IDA grant manager access for progress photos.

**Reimbursement of Funds**

The total grant award is $146,400 and must be matched with at least $67,000 of Owner funds. Grant funds will be disbursed to Owner on a reimbursement basis as work is completed. Owner must fund all costs out of pocket until reimbursement requests are processed. To request reimbursement, Owner must submit to IDA documentation of expenses for that period as well as submitting any appropriate evidence (photos, permit approvals, etc.) to demonstrate that a project milestone has been reached.

Upon receipt of appropriate documentation, IDA will reimburse owner within 45 days. The amount reimbursed will be a percentage of the submitted expenses that matches the grant/match ratio identified in this agreement. Reimbursement may be delayed if SHiPO staff request additional information or documentation.

**Project Timeline and Reimbursement Milestones**

Reimbursement requests may be submitted on a monthly basis. A planned project schedule is outlined below.

* January 2023 - Exterior Food Truck Space and Outdoor Seating complete
* February 2023 - Framing, Rough Plumbing and Electrical complete
* March 2023 - HVAC Installation complete
* May 2023 - Commercial Space complete
* September 2023 - Event Center and Production Space complete

The deadline for project completion is January 1, 2024. There will be no penalty for early completion. IDA will retain the final 20% of grant award until the project receives its final Certificate of Occupancy or equivalent from the City of Independence Building Official.

**Participants and Communication**

Owner agrees to communicate about project details through the IDA grant manager, identified below. For significant issues or to document decisions that were made, email will be used. Requests for reimbursement shall be provided digitally with scanned receipts or invoices. Below is the accepted contact information for Owner and IDA grant manager:

**Owner IDA Grant Manager**Greg Laird Shawn Irvine
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 503-837-1191
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ sirvine@ci.independence.or.us

**Termination**

This Agreement may be terminated by mutual consent of the parties upon written notice at any time. In addition, IDA may terminate all or part of this Agreement upon determining that termination is in the best interest of the organization by giving seven (7) days’ prior written notice of intent to terminate, without waiving any claims or remedies it may have against Owner.

If the Owner fails to perform in the manner called for in this Agreement or if the Owner fails to comply with any other provisions of the Agreement, IDA may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Owner setting forth the manner in which the Owner is in default.

Upon termination, if the Project is not complete, no further reimbursements will be issued. If IDA is subject to non-performance penalties through the OMS grant agreement, Owner agrees to assume those penalties on behalf of IDA.

**Insurance**

Owner shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

* General Commercial liability insurance -- $1,000,000 aggregate

Owner shall: (a) provide IDA with a copy of a current Certificate of Insurance with the coverages listed above; (b) include IDA as an additional insured for General Commercial Liability (subject to the terms and conditions of the applicable Owner insurance policy); and (c) provide IDA with 30-day notice prior to cancellation.

**Indemnity**

To the extent permitted by law, owner shall protect, defend, indemnify and hold IDA harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Owner’s violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of IDA.

**Force Majeure**

Owner shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

**Signatures**

**Owner** **Independence Downtown Association**

Greg Laird Kate Schwarzler, President

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