

CITY of 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 _____ day of _____, 2012, by and between the Urban Renewal Agency of the City of La Grande, an Oregon municipal corporation (hereinafter referred to as the URA), and the Friends of La Grande Main Street, a 501(c)3 non-profit corporation (hereinafter referred to as MAIN STREET), 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 MAIN STREET 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 MAIN STREET 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: MAIN STREET 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 MAIN STREET 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, 2013, and shall automatically renew annually on July 1 until June 30, 2015, 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 MAIN STREET

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.

Section 2. Duties and Responsibilities.

A. MAIN STREET shall:

1. Serve as the fiscal agent for funds received from a variety of sources, to include: membership, URA, and other sources to be used for MAIN STREET programs and projects.
2. Maintain all appropriate records, electronic and otherwise, on behalf of the La Grande Main Street downtown revitalization effort, which began in January, 2009.
3. Make recommendations to URA regarding specific MAIN STREET programs and projects as part of the annual budgeting process and ongoing planning efforts.
4. Assume responsibility for all current and future MAIN STREET committees, member appointments and the implementation of their respective work plans. At a minimum, MAIN STREET shall provide committees that address the Main Street Four-Point Approach: Organization, Design, Economic Restructuring and Promotion.
5. Provide an annual report to URA regarding the state of programs and projects. This report would be due to URA prior to February 1 of each year that this MOA is in full force and effect. Report shall contain the following:
 - Summarized activities of the prior calendar year.
 - Detailed accounting of URA funds.
 - Detailed account of Urban Renewal Plan-related activities.
 - An accounting of all funds received and spent in the previous year.
 - A budget for the current calendar year.
 - A detailed, committee-level and/or project-specific work plan for the current calendar year that includes specific goals and outcomes and measureable performance indicators.
6. Hire or contract and assume supervision of professional Main Street Program staff at a minimum of thirty (30) hours per week annually, beginning not later than August 1, 2012. The August 1, 2012 deadline is based on the end of the RARE program cycle, which begins during the first two (2) weeks of September and ends approximately eleven months later. The current participant's end date is July 31, 2012.
7. Provide a suitable office and appropriate, modern, office equipment and supplies for Program staff not later than August 1, 2012.

8. 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.
9. Carry out portions of specific elements of the La Grande Urban Renewal Plan, including but not limited to:
 - 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:
 - Developing unused and underused Properties
 - Improving sidewalks and streetscape
 - Restoring historic resources
 - Rehabilitating upper stories for residential use
 - Providing ample and well located parking facilities
 - Promote retail development:
 - Provide public improvements to sites for retail development
 - Identify opportunities for retail development
 - Work with Chamber of Commerce and other agencies to promote retail trade
 - Improve transportation systems:
 - Improve the functioning of Adams Avenue as a local arterial
 - Promote bike use by providing bicycle routes, lanes and parking
 - Improve and expand pedestrian facilities
 - Assist in carrying out Plan-specific Projects:
 - Adams Avenue (Greenwood Street – Fourth Street) improvements
 - Streetscape elements
 - Assist in the attraction and development of a high quality hotel in the CBZ
 - Prepare and implement Downtown Parking Management Plan - Develop and/or improve public parking facilities in the CBZ
 - 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
 - Promote reuse of Union Pacific Depot
10. Actively pursue an Economic Improvement District (EID) or other suitable long-term diverse funding strategies to ensure the sustainability of MAIN STREET.
11. 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.

12. Continue to advocate on the behalf of the downtown business community in a positive and productive fashion.

B. URA shall:

1. Provide limited assistance and technical advice to MAIN STREET within available resources.
2. Provide Support Staff to MAIN STREET beginning from the signing date of the MOA until July 31, 2012, in the form of a RARE participant.
3. Maintain originals or copies of all records related to the La Grande Main Street downtown revitalization effort produced between January, 2009 and August, 2012.
4. Provide funding for MAIN STREET related programs and projects as included in the annual Urban Renewal Agency budget and administered by the URA, as funding is available.
5. Provide \$25,000 funding for Fiscal Year 2012-2013 to MAIN STREET for personnel related expenses, subject to Budget Committee and Agency approval. Future funding shall not exceed \$25,000, subject to Budget Committee and Agency approval. The long term intent is 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.
6. Continue to provide office space, equipment, supplies, support and supervision of Program staff until July 31, 2012, or until MAIN STREET no longer requires this support, whichever occurs first.

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. 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 5. 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.

CITY OF LA GRANDE
URBAN RENEWAL AGENCY

LA GRANDE MAIN STREET

Robert Strobe
District Manager

Matt Scarfo
LGMS President

ATTEST:

Alexandra Norgan Lund
City Recorder