



MADRAS REDEVELOPMENT COMMISSION

125 SW "E" Street Madras, OR 97741
Phone: 541-475-2344 Fax: 541-475-7061

Agenda

City Hall
Council Chambers

September 7, 2016
5:30 P.M.

1. Call to Order
2. Consent Agenda
 - A. Adoption of Agenda
 - B. Approval of July 13, 2016 MRC Meeting Minutes
 - C. Approval of August Vouchers
3. Visitors Comments
4. Intergovernmental Agreement for Administrative Services:

Nicholas Snead, Community Development Director
5. Reports:
 - A. US Highway 97/J Street Hanging Flower Baskets
 - B. Blight Removal within District:
 - i. Buildings
 - ii. Solar Eclipse Preparations

Nicholas Snead, Community Development Director
6. Additional Discussion
7. Adjourn

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the above referenced meeting; however, the agenda does not limit the ability of the Madras Redevelopment Commission to consider additional subjects. Meetings are subject to cancellation without notice. This meeting is open to the public and interested citizens are invited to attend. This is an open meeting under Oregon Revised Statutes, not a community forum; audience participation is at the discretion of the Madras Redevelopment Commission. **Anyone wishing to address the Commission will need to register prior to the meeting.** The meeting will be audio taped; minutes of this and all public meetings are available for review at the Madras City Hall. The meeting place is handicapped accessible; those needing assistance please contact the City of Madras Community Development two (2) days in advance of the meeting.

City of Madras
Madras Redevelopment Commission
Official Minutes
Special Meeting
July 13, 2016

1. **Call to Order**

The Madras Redevelopment Commission meeting was called to order by Acting Chair, Tom Brown at 5:30 p.m. on Wednesday, July 13, 2016 in the Madras City Council Chambers.

Members in Attendance:

Vice Chair Tom Brown; Commissioners Royce Embanks, Jr., Doeshia Jacobs, Don Reeder, Blanca Reynoso, Chuck Schmidt.

Members Absent Were:

Chair Doug Lofting

There were two membership vacancies.

Staff Members in Attendance:

Nicholas Snead, Community Development Director
Robin G. Dehnert, Assistant Planner

2. **Consent Agenda**

A. **Adoption of Agenda**

B. **Approval of Minutes**

1. **June, 22, 2016 MRC Meeting Minutes**

C. **Approval of Vouchers**

Nicholas Snead requested that Resolution MRC 2016-06 be added to the agenda as Item 8.

A MOTION WAS MADE BY COMMISSIONER ROYCE EMBANKS TO APPROVE THE CONSENT AGENDA AS AMENDED. THE MOTION WAS SECONDED BY COMMISSIONER BLANCA REYNOSO AND PASSED UNANIMOUSLY.

3. **Visitor Comments**

There were no visitor comments.

4. **Commercial Development Recruitment:**

A. Local Commercial Development Recruitment Specialist Services Status Report

Director Snead reported that only one person, Rick Allen, had submitted a proposal to provide services as the Local Commercial Development Recruitment Specialist. In discussions with Director Snead, Mr. Allen had questions about State real estate law regarding conflicts of interest and listing requirements. Mr. Allen has contacted the State Real Estate Commission and is working to resolve the issues. Mr. Allen and Director Snead hope to present an agreement at the next meeting of the MRC.

Commissioner Don Reeder “Was there any other interest whatsoever?”

Director Snead “No there wasn’t.... The scope of services was written in a very broad way. We didn’t want just a real estate agent... a developer... someone that’s involved in commercial finance. So, getting someone with those broad skills I think kind of narrows it.” He observed that this creates some challenges, but finding such a person will put the MRC in a good position. If someone isn’t found, staff and the Commission would have to revisit the issue.

Commissioner Doeshia Jacobs “Is this about ... putting something on the market for us? Is that it?”

Director Snead “... There was a general requirement, if he’s involved or selling a property, there’s a requirement that he list it and he’s not going to be listing it for the MRC, he’s not going to be selling property for the MRC. He’ll be involved in the transaction, but he’s not going to be the real estate agent. We’re just working through details related to that.”

Director Snead reviewed some experience the City has had with real estate agents and how it was decided, “that if we have a transaction that needed to be brokered with one of our two properties, that we would use the city attorney and their real estate agent if there was one and the city attorney would broker the deal for us.”

In response to a question from Commissioner Jacobs, Director Snead and Commissioner Brown explained that there is no specific property currently to be put on the market, but that the development recruitment specialist would help get properties developed.

B. The Retail Coach National Retailer Status Report

Director Snead reported that they are moving forward on additional analyses which they think are needed. They will collect and analyze data from grocery stores, thought to be the busiest places in Madras. A preliminary report will suggest what types of businesses would be good fits for Madras. The results will be presented to the Commission in executive session due to the need for confidentiality.

“The purpose of this report is, number one: we’re moving forward on getting them started. Number two: the marketing analysis and marketing materials are being developed. And three: we’ll likely have an executive session in the future to kind of brief you on their work. So, please expect that in the future.”

[There was a brief discussion about the retail coach, where they were based, and the emphasis of their efforts.]

Commissioner Jacobs “We want to get these people to stop, we want them to spend their money and we want them to move on. I do.”

Commissioner Embanks “Don’t get to like it here, just leave your cash.”

Commissioner Jacobs “That’s exactly right. There are thousands and thousands and thousands of cars that come down that hill. I see it Thursday and Friday and Saturday and going home Sunday. We want to capture those people.”

5. **Commissioner Request to Develop Special Public Contracting Rules for the Madras Redevelopment Commission**

Director Snead noted that Commissioner Reeder and other commissioners had expressed a concern that local businesses be shown a preference in public contracting. Snead recalled that during the June meeting, he presented the City Council’s new rules on public contracting, and stated that MRCs have generally followed all ordinances, resolutions and policies of the City. The Council’s changes included an increase of the spending limit, beyond which three competitive bids were required, from \$5,000 to \$25,000.

Director Snead reported that after the June meeting, he, Chair Lofting and Commissioner Reeder discussed special procurement policies for the MRC. Such policies would show a preference for local businesses.

He stated that, from a staff perspective, there were many things going on “behind the scenes. Not only are we trying to recruit two developments in the MRC, one of them is on a property you own, we are also starting to work with retail coach. We are also working and collaborating with the Public Works Department to get the flower baskets that you purchased out on the light poles, which required a lot of effort. And more importantly, this fall, what I would like to do is start working on the request for proposals ... for another three or five year contract for a flower provider... the water and services.”

He expressed his desire for formal direction from the Commission before he and Commissioner Reeder start developing special public contracting rules. He added that currently, any staff can make a purchase of up to \$10,000 without getting three quotes, and that he had no concerns about purchasing from local businesses except in regards to the flower pots. His analysis was:

1. There are advantages and disadvantages to purchasing the flowers that way. The advantage would be that you don’t need to get three quotes. You just go and purchase the flowers.
2. The disadvantage would be the uncertainty for businesses that from year to year they would receive the same order. The size of the purchase requires advance planning on the part of the provider.

The Director expressed a belief in the importance of creating an expectation, for the term of an agreement, that the flowers would be purchased. Therefore, his recommendation is that the MRC not adopt a special procurement policy, but that the Commission solicit proposals for another multi-year flower contract, and in the process, develop criteria

specific to that proposal giving preference to local businesses.

[Commissioner Chuck Schmidt joins the meeting at this time.]

Commissioner Reeder “And I talked with Nick before, yesterday, and I agree with that in this situation.

Commissioner Smith “I do too.”

[There was a brief discussion of flower pot installation and maintenance details.]

Director Snead suggested that there be no action by the Commission.

Vice Chair Tom Brown asked for objections, and hearing none, moved on to the next item.

6. Authorization of Sidewalk Repair Funds from FY 2016-17 MRC Budget

Director Snead reminded the Commission of its authorization, late last fiscal year, of funds to be used by the Public Works Department to repair sidewalks. To avoid another late in the year request, staff asked for the Commission’s authorization to use the \$10,000 in the 2016-2017 MRC budget, and for Public Works to start repairing sidewalks. \$3,000 of the \$10,000 would be held back in case grant applications were received from businesses or property owners. He noted that few applications were received because potential grantees were unable to get estimates from three contractors. As a result, Public Works is taking the funds, working with the contractors, and doing \$20,000 of work at one time.

The Director anticipates that the City will use the funds, addressing the highest priority sidewalk projects remaining in the urban renewal district, and holding \$3000 back. If no grant applications are received toward the end of this fiscal year, probably May, those remaining funds will be used to contract for more repairs.

Commissioner Reeder declared a conflict of interest because some funds have been used to repair the sidewalk in front of his office.

Commissioner Jacobs asked if the Parks Superintendent had been consulted regarding the placement of concrete and grates around street trees.

Director Snead said that the Superintendent had been consulted. He went on to explain the different methods of tree replacement and occasional removal done with the Superintendent’s guidance.

A MOTION WAS MADE BY DOESHIA JACOBS TO AUTHORIZE SPENDING \$10,000 ON THE REPAIR OF SIDEWALKS, WITH \$3000 HELD IN RESERVE. THE MOTION WAS SECONDED BY COMMISSIONER BLANCA REYNOSO. COMMISSIONER REEDER ABSTAINED FROM VOTING ON THE MOTION. THE MOTION WAS CARRIED BY UNANIMOUS VOICE VOTE BY THE REMAINING MEMBERS.

Acting Chair Brown altered the order of items on the agenda, bringing Item 8 forward to become Item 7.

7. Consideration of Resolution MRC 2016-06

Director Snead explained that Urban Renewal District levy revenues are collected by Jefferson County and held in the County's pooled treasury. The current resolution [MRC 2014-01] acknowledges the treasury investment services agreement and fund transfer authorization between the MRC and Jefferson County. It also authorizes the investment of surplus MRC funds in the Jefferson County pooled treasury, and further authorizes certain City officers and public officials to request transfers and withdrawals of Urban Renewal District funds. The departure of Brandie McNamee as City of Madras Finance Director necessitates changes in the current resolution. The only substantive change proposed in the updated resolution is the reassignment of account access from Ms. McNamee to the City's new Finance Director, Kristal Hughes.

A MOTION TO ADOPT RESOLUTION MRC 2016-06 WAS MADE BY COMMISSIONER CHUCK SCHMIDT. THE MOTION WAS SECONDED BY MAYOR ROYCE EMBANKS AND PASSED UNANIMOUSLY BY VOICE VOTE.

8. Reports

A. US Highway 97/J Street Hanging Flower Baskets

Director Snead announced that the purchased brackets have been delivered. He has confirmed installation details with the Parks Department. A contractor has begun improvements to the irrigation system. Baskets should be hung by the end of July.

Commissioner Jacobs recalled her initial doubts about the expense of making the decorative improvements, but observed that, "It sure looks nice."

B. Potter Property Blight Removal Update

Director Snead announced that it was completed and that staff has received compliments. He acknowledged the Commission's leadership in the matter and thanked them.

He related that he and Kevin O'Meara are talking about an arraignment, similar to the Potter agreement, to remove Mr. O'Meara's building behind the Sonic. They may have an agreement for the Commission's consideration this fall or winter.

Director Snead added that the Potter agreement was for a maximum of \$18,000. The actual total project cost was about \$19,200 leaving Potter with an exposure of roughly \$1200 not to be refunded by the line of credit. The unanticipated expense was due to sewer lines and other utilities, from the old trailer park, that needed to be abandoned. The project also removed and filled the house's basement.

9. Additional Discussion

Commissioner Jacobs expressed concerns about maintenance of the landscaping in

DISBURSEMENTS LIST - July 1st-August 26th

Madras Redevelopment Commission Review and Approval

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
7/19/2016	Bryant, Lovlien and Jarvis	RFQ for Local Commercial Dev. Recruitment	\$ 112.00
7/19/2016	Bryant, Lovlien and Jarvis	Demand Letter to Madras Bowl	\$ 64.00
7/19/2016	Bryant, Lovlien and Jarvis	Loan Agreement: David Potter	\$ 68.00
7/19/2016	Bryant, Lovlien and Jarvis	MRC Miscellaneous Matters	\$ 60.00
7/19/2016	Bryant, Lovlien and Jarvis	MRC Mis. Matters-Madras Bowl	\$ 112.00
7/19/2016	Ag West	Hardware for Hanging Baskets	\$ 75.08
7/19/2016	Reynoso, Israel	Watering Services from May-June	\$ 684.00
7/21/2016	Paye, Floyd	06/25/2016 Development Lots Spray	\$ 120.00
7/21/2016	The Retail Coach	Retail Recruitment Strategy Completion	\$ 6,250.00
7/21/2016	Madras Garden Depot	Flowers for Downtown	\$ 15.25
7/21/2016	Phils Hardware	Soil for Downtown Flowers	\$ 20.97
8/8/2016	Bryant, Lovlien and Jarvis	Loan Agreement: David Potter	\$ 48.00
8/8/2016	Bryant, Lovlien and Jarvis	Urban Renewal District	\$ 64.00
8/8/2016	Bryant, Lovlien and Jarvis	MRC Matters	\$ 64.00
8/8/2016	Dave Potter	401 NE 6th Street Asbestos and Building Removal	\$ 17,859.00
8/11/2016	Great Earth	Central OR Realtors Association Gift Basket	\$ 82.49
8/18/2016	Reynoso, Israel	Watering Services: July 2016	\$ 570.00
Total			\$ 26,268.79

** Committee Review and approval of checks cut in the previous month**

Report Criteria:

Report type: Summary
 Bank.Bank number = 2

GL Period	Check Issue Date	Check Number	Payee	Description	Check Amount
07/16	07/19/2016	4001	REYNOSO, ISRAEL dba	Watering Service for May-June	684.00
07/16	07/21/2016	4003	PAYE, FLOYD DWAYNE	06/25/2016 Development Lots Spray	120.00
07/16	07/21/2016	4004	The Retail Coach, LLC	Retail Recruitment Strategy Completion	6,250.00
08/16	08/08/2016	4005	POTTER, DAVE	401 NE 6th Street Asbestos and Building Remo	17,859.00
08/16	08/18/2016	4006	REYNOSO, ISRAEL dba	Watering Service for July 2016	570.00
08/16	08/04/2016	4009	POTTER, DAVE	401 NE 6th Street Asbestos and Building Remo	.00 V
08/16	08/04/2016	9915281	POTTER, DAVE	401 NE 6th Street Asbestos and Building Remo	.00 V
Grand Totals:					<u>25,483.00</u>

I authorize the MRC Accounts Payable checks ranging from check # _____ through check # _____ to be paid.

Authorized Signature: _____

Date: _____

Bank of America Purchasing Cards

June 2016

7/19/2016	BRYANT, LOWLIEN & JARV	BRYANT, LOV & JARV - RFQ for Local Commercial Dev. Recruitment	\$112.00	701 701 520 2102	MRC-General Fund	Legal Fees / Code
7/19/2016	BRYANT, LOWLIEN & JARV	BRYANT, LOV & JARV - Demand Letter to Madras Bowl	\$64.00	701 701 520 2102	MRC-General Fund	Legal Fees / Code
7/19/2016	BRYANT, LOWLIEN & JARV	BRYANT, LOV & JARV - Loan Agreement: David Potter	\$68.00	701 701 520 2102	MRC-General Fund	Legal Fees / Code
7/19/2016	BRYANT, LOWLIEN & JARV	BRYANT, LOV & JARV - MRC Miscellaneous Matters	\$60.00	701 701 520 2102	MRC-General Fund	Legal Fees / Code
7/19/2016	BRYANT, LOWLIEN & JARV	BRYANT, LOV & JARV - MRC Mis. Matters-Madras Bowl	\$112.00	701 701 520 2102	MRC-General Fund	Legal Fees / Code
			\$416.00	701 Total		

Bank of America Purchasing Cards

July 2016

AG WEST - Hardware for Hanging Baskets

\$75.08

702 702 520 1302 MRC- Reinvestment | Downtown Flowers

\$75.08

702 Total

Bank of America Purchasing Cards

August 2016

Date	Merchant	Description	Amount	Card #	Fund	Legal Fees / Code
8/8/2016	BRYANT, LOVLIN & JARV	BRYANT, LOV & JARV - Loan Agreement: David Putter	\$48.00	701 701 520 2102	MRC-General Fund	Legal Fees / Code
8/8/2016	BRYANT, LOVLIN & JARV	BRYANT, LOV & JARV - Urban Renewal District	\$64.00	701 701 520 2102	MRC-General Fund	Legal Fees / Code
8/8/2016	BRYANT, LOVLIN & JARV	BRYANT, LOV & JARV - MRC Matters	\$64.00	701 701 520 2102	MRC-General Fund	Legal Fees / Code
8/11/2016	GREAT EARTH CAFE & MARKET	GREAT EARTH Central OR Realtors Assoc. Conf. Gift Basket	\$82.49	701 701 520 2203	MRC-General Fund	MEETINGS, TRAVEL & SCHOOLS
		701 Total	\$258.49			
7/21/2016	MADRAS GARDEN DEPOT	MADRAS GARDEN DEPOT - Flowers for Downtown	\$15.25	702 702 520 1302	MRC- Reinvestment Fund	Downtown Flowers
7/21/2016	PHILS HARDWARE	PHILS HARDWARE - Soil for Downtown Flowers	\$20.97	702 702 520 1302	MRC- Reinvestment Fund	Downtown Flowers
		702 Total	\$36.22			

CITY OF MADRAS
Request for Madras Redevelopment Commission Action

Date Submitted: September 1, 2016
Agenda Date Requested: September 7, 2016
To: Madras Redevelopment Commission
From: Nicholas Snead, Community Development Director
Subject: Intergovernmental Agreement (IGA) between the City of Madras and the Madras Redevelopment Commission for Administrative Services.

TYPE OF ACTION REQUESTED: (Check One)

- | | | | |
|-------------------------------------|--------------------------------|--------------------------|------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Formal Action/Motion | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | No Action - Report Only | | |

OVERVIEW:

It was been determined that the Madras Redevelopment Commission (MRC) needed to obtain its own insurance policies separate from the City of Madras' insurance policies. In doing so, the City and the MRC need to enter into an Intergovernmental Agreement (IGA) to clarify that the MRC has direction and control of the Urban Renewal District although it contracts "administrative services" from the City of Madras. The IGA clarifies the relationship between the City and the MRC related to the Urban Renewal District and if a claim is made against the City or MRC's insurance, whose policies would cover such claim. Community Development Director has obtained the necessary insurance for the MRC from Mike McGowan of Payne West Insurance who serves as the City's Insurance Agent of Record. Staff recommends the MRC enter into the IGA with the City of Madras for Administrative Services to clarify the direction and control of the MRC of the Urban Renewal District in order to provide adequate insurance coverage for the MRC.

DISCUSSION:

In 2002, the City of Madras enacted an Urban Renewal District with the Madras City Council which was the legislative body for the Urban Renewal District and had the direction and control of the District. In 2003, the City Council created and transferred the Urban Renewal District authority (i.e. direction and control) to the MRC (Ordinance No. 709). In doing so, the MRC was no longer covered under the City of Madras' insurance policies.

In June of 2016 the Madras Redevelopment Commission's (MRC) auditor requested to review the insurance policies for the Madras Urban Renewal District. Staff communicated to the auditor that

past practice and it was the staff understanding that the MRC was covered by the City's insurance policies. Therefore, the MRC needs to obtain its own separate insurance policy. The IGA (Attachment A) and Certificate of Coverage (Attachment B) meets the levels of coverage recommended by the City's Insurance Agent of Record and has been reviewed by the City Attorney.

SUMMARY:

A. **Fiscal Impact:** \$2,166.08.

B. **Funding Source:**

FY 2016-17 MRC General Fund, Materials and Services, Insurance
Budget Line Item: 701-701-520-1801

D. **Supporting Documentation:**

Attachment A: Intergovernmental Agreement for Administrative Services
Attachment B: Certificate of Coverage

RECOMMENDATION:

That the MRC authorize the \$256.67 expense for weed abatement on MRC property.

INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATIVE SERVICES

This Intergovernmental Agreement for Administrative Services (this "Agreement") is made and entered into effective on September ___, 2016 between the City of Madras, an Oregon municipal corporation ("City"), and the Madras Redevelopment Commission, a public body created under ORS Chapter 457 ("Agency").

RECITALS:

A. Pursuant to ORS 190.010, units of local government are authorized to enter into intergovernmental agreements with other units of local government for the performance of any and all functions and activities that a party to the agreement, its officers, or agencies have the authority to perform. Each party to this Agreement is a "unit of local government" as defined under ORS 190.003. Each party has the legal authority for the performance of any and all functions and activities set forth herein.

B. Agency, as City's duly authorized and acting urban renewal agency, is charged to undertake certain redevelopment activities pursuant to ORS Chapter 457 and the Master Plan (as defined below). City has experience in the provision of administrative services for local governments and in planning and constructing public improvements. City desires to assist Agency in the planning and carrying out of Agency's redevelopment activities by providing any necessary or appropriate administrative and development services for and on behalf of Agency.

C. ORS 190.010 and ORS 457.320 authorize City and Agency, and City and Agency desire, to enter into this Agreement pursuant to which City will provide administrative, development, and related services for and on behalf of Agency.

AGREEMENT:

NOW, THEREFORE, pursuant to the provisions of ORS Chapters 457 and 190, and in consideration of the benefits to accrue to City, Agency, the community, and its citizens from this Agreement, and in consideration of the covenants set forth therein, City and Agency agree as follows:

1. Administrative Services. Subject to the terms and conditions contained in this Agreement, City will provide administrative, development, and any other necessary or appropriate services Agency may require from time to time to plan and carrying out Agency's redevelopment and/or urban renewal activities as set forth in adopted urban renewal plans, including the Master Plan, including, without limitation, the following (collectively, the "Services"): (a) staff support for public meetings, including preparation of meeting notices, agendas, and minutes; (b) budget preparation and oversight; (c) contract procurement and administration; (d) real estate procurement and management; and (e) legal, engineering, and project management and planning services. City will perform the Services in accordance with applicable federal, state, and local laws, regulations, and ordinances. For purposes of this Agreement, the term "Master Plan" means the Urban Renewal District Master Plan adopted under Ordinance No. 700 on or about August 13, 2002, as amended on February 22, 2005 by Ordinance 727, and the Urban Renewal Action Plan adopted by the Agency in February of 2016.

2. Compensation. In consideration of City's performance of the Services, Agency will pay City compensation in an amount reasonably and mutually agreed upon by Agency and City, which

compensation will take into consideration, among other things, City's cost and expense for insurance, equipment, materials, and personnel. City and Agency will periodically communicate with one another concerning whether modifications to the compensation payable under this Agreement (and/or any other modifications to this Agreement) are necessary or appropriate.

3. Insurance. Each party will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a person carrying on a similar business or activities in a similar location, and for any other risks to which the party is normally exposed, including, without limitation, (a) workers' compensation insurance for all covered workers of the party in form and amount sufficient to satisfy the requirements of applicable Oregon law, and (b) general liability and property damage insurance (occurrence version) with limits of not less than \$1,000,000 per occurrence, \$1,000,000 in the aggregate. Each insurance policy required under this Agreement will be in form and content satisfactory to the other party and will list the other party and the other party's officers, employees, agents, and representatives as additional insureds. Each party will furnish the other party with appropriate documentation evidencing the insurance coverage (and endorsements) the party is required to obtain under this Agreement at any time requested by the other party.

4. Indemnification. Each party will defend, indemnify, and hold the other party and the other party's officers, employees, agents, and representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, the party's breach and/or failure to perform the party's representations, warranties, covenants, and/or obligations contained in this Agreement. This indemnification and hold harmless provision will survive the termination of this Agreement.

5. Term; Termination. The term of this Agreement will commence on the Effective Date and will continue thereafter until terminated in accordance with this Agreement. This Agreement may be terminated at any time by the mutual written agreement of City and Agency. This Agreement may be terminated by either party for any reason or no reason by providing the other party thirty (30) days' prior written notice.

6. Independent Contractor; Coordination. City is an independent contractor of Agency. Subject to the terms and conditions contained in this Agreement, City will be free from direction and control over the means and manner of performing the Services. This Agreement does not create an agency relationship between City and Agency and does not establish a joint venture or partnership between City and Agency. City and Agency will maintain adequate levels of communication to ensure maximum cooperation between the parties. City and Agency will make a good faith effort to confer and coordinate with each other concerning the Services.

7. Miscellaneous. This Agreement may be modified only upon written mutual agreement of City and Agency. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. This Agreement may be executed in several counterparts, each of

which will be an original and all of which will constitute one and the same agreement. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Neither party may assign any of the party's rights and/or obligations under this Agreement to any person without the prior written consent of the other party.

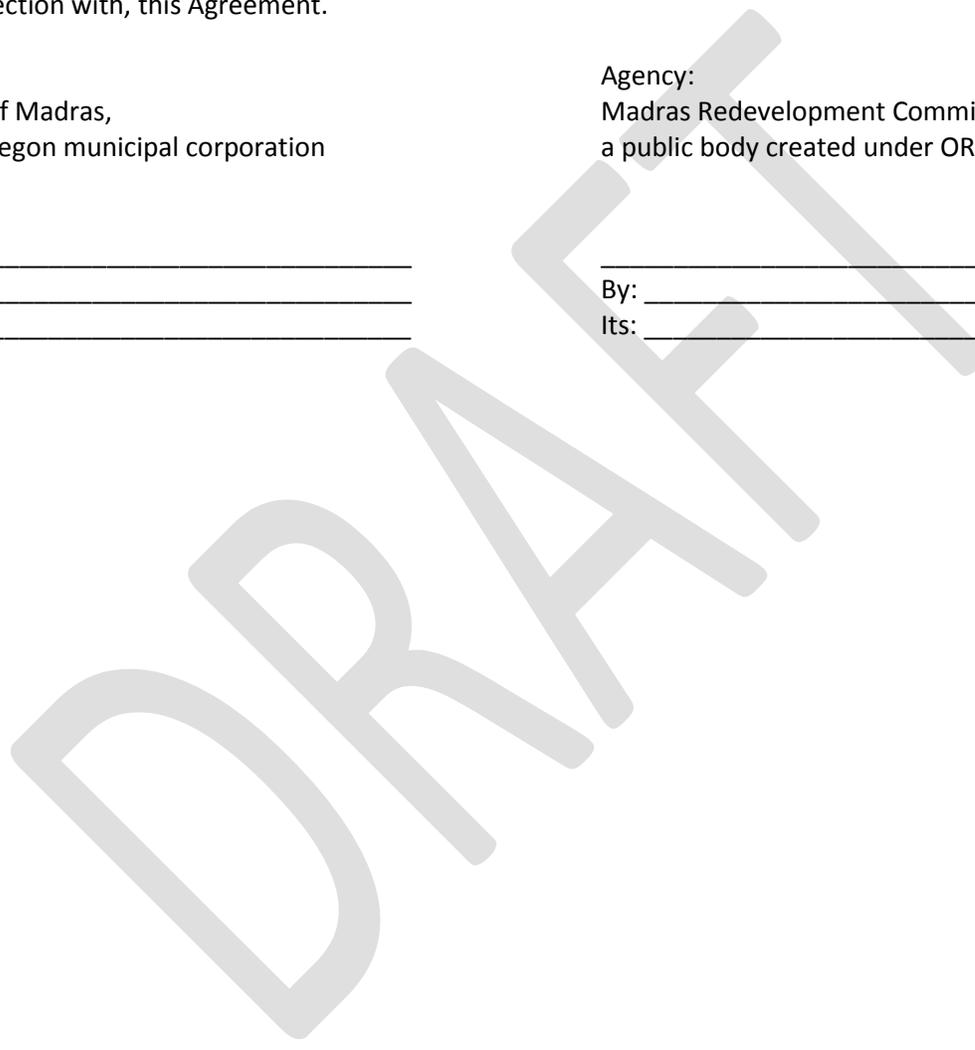
8. Legal Representation. Bryant, Lovlien & Jarvis, P.C. represents only City in the negotiation and preparation of this Agreement. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement.

City:
City of Madras,
an Oregon municipal corporation

Agency:
Madras Redevelopment Commission,
a public body created under ORS Chapter 457

By: _____
Its: _____

By: _____
Its: _____



CERTIFICATE OF COVERAGE

Agent PayneWest Insurance-Madras PO Box 680 Madras, OR 97741	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	 citycounty insurance services
Named Member or Participant Madras Redevelopment Commission 125 SW E Street Madras, OR 97741	Companies Affording Coverage COMPANY A - CIS COMPANY B - National Union Fire Insurance Company of Pitts, PA COMPANY C - RSUI Indemnity COMPANY D - StarStone National Insurance Company	

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	16LMDRC	9/1/2016	7/1/2017	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
<input checked="" type="checkbox"/> Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	16LMDRC	9/1/2016	7/1/2017	General Aggregate: Each Occurrence:	None \$5,000,000
<input type="checkbox"/> Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos						
<input checked="" type="checkbox"/> Property	A	16PMDRC	9/1/2016	7/1/2017		Per Filed Values
<input type="checkbox"/> Boiler and Machinery						
<input type="checkbox"/> Excess Liability						
<input checked="" type="checkbox"/> Excess Crime	B	16ECMDRC	9/1/2016	7/1/2017	Per Loss:	\$500,000
<input type="checkbox"/> Excess Earthquake						
<input type="checkbox"/> Excess Flood						
<input type="checkbox"/> Excess Cyber Liability						
<input type="checkbox"/> Workers' Compensation						

Description:

Certificate Holder:

 Madras Redevelopment Commission
 125 SW E Street
 Madras, OR 97741

CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.

By:



Date:

09/01/2016