



**URBAN
RENEWAL
AGENCY**
of the City of Talent

TURA REGULAR MEETING

Agenda

- at Town Hall, 206 E. Main -

January 17th, 2024 – 6:00 p.m.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to the City Recorder at 541-535-1566, ext.6 or via email at cityrecorder@cityoftalent.org.

TURA reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the study session and/or meeting. Study Sessions, Regular and Special TURA meetings are being digitally recorded and will be available at www.talenturbanrenewal.com/agenda-minutes

- 1. Call to Order / Roll Call**
- 2. Speakers Heard on Non-Agenda Items**
Limited to 5 minutes or less per Board discretion
- 3. Consent Calendar**
 - 3.1. Financial Statement for November 2023
 - 3.2. Financial Statement for December 2023
- 4. Items from Executive Director**
 - 4.1. Appointment of Board Chair and Vice Chair
 - 4.2. Resolution Authorizing Bank Depositories and Signatories
 - 4.3. Update on PIER Grant Application
 - 4.4. Professional Services Contract for Tom Humphrey
- 5. Items from Chair or Board members**
- 6. Written Communications**
- 7. Adjournment**



AGENDA REPORT

Meeting Date: January 17, 2024
Staff Recommendation:

Primary Staff Contact: Gary Milliman
Estimated Time: 10 minutes

ISSUE BEFORE THE BOARD

Approval of the Consent Calendar

CONSENT CALENDAR ITEMS:

- Financial Statement for November 2023
- Financial Statement for December 2023

BOARD ACTIONS

The Board can approve Consent Calendar via motion.

POTENTIAL MOTIONS

Approval: I move to approve the Consent Calendar.

**Talent Urban Renewal Agency
Budget to Actual Report
As of November, 2023**

Actuals FY 20-21	Actuals FY 21-22	Actuals FY 22-23	Revenue	Current YTD	Total Budget FY 23-24	Total Budget Variance
2,397,512	2,529,263	2,223,467	Beginning Fund Balance	1,537,230	1,600,000	(62,770)
83,267	16,883	6,035	Delinquent Property Tax and Interest	3,957		3,957
288,500	1,338,420	12,500	Donations/Grants/Reimbursements	228,665	250,000	(21,335)
1,215	-	10,530	Other Misc Income	358	-	358
-	700,000	-	Long Term Borrowing			-
18,343	9,797	50,190	Interest Income	28,826	30,000	(1,174)
\$ 2,788,837	\$ 4,594,363	2,302,723	Grand Total Revenues	1,799,036	1,880,000	(80,964)
Actuals FY 20-21	Actuals FY 21-22	Actuals FY 22-23	Expenditures	Current YTD	Total Budget FY 23-24	Total Budget Variance
Materials & Services						
93,500	114,618	42,144	Administrative Services	14,481	60,000	45,519
9,209	46,413	144,673	Supplies, Insurance and Office	24,238	50,000	25,762
-	-	-	Travel and Training	-	5,000	5,000
3,750	6,650	-	Auditor	-	10,000	10,000
23,125	24,084	26,942	Legal	3,815	25,000	21,186
1,875	-	3,742	Miscellaneous and CPA	8,500	10,500	2,000
-	-	-	Materials & Services - 102 Home Street	184	-	(184)
825	32,889	532	Community Engagement	-	20,000	20,000
-	55,000	-	Grant Consultant	-	65,000	65,000
11,340	76,500	88,394	UR Consultant and Analyst	1,188	10,000	8,813
\$ 143,624	\$ 356,153	306,427	Total Materials & Services	52,405	255,500	203,095
Capital Outlay						
-	-	151,153	Land Acquisition	-	350,000	350,000
-	24,000	10,911	Grant - Malmngrem Garage	188,187	-	(188,187)
-	980	-	Grants	44,973	100,000	55,027
1,708	580	-	102 Home Street	-	5,000	5,000
111,242	1,937,076	42,202	Gateway Project	313	25,000	24,688
-	-	250,000	West Valley View Improvements	-	-	-
-	-	4,800	Town Hall Renovation Master Plan Development	-	50,000	50,000
-	54,750	-	Miscellaneous Improvement Projects	-	300,000	300,000
\$ 112,950	\$ 2,017,386	459,065	Total Capital Outlay	233,472	830,000	596,528
Debt Service						
-	-	-	Long Term Borrowing Reserve	-	721,000	721,000
\$ -	\$ -	-	Total Debt Service	-	721,000	721,000
Unallocated Funds						
2,529,263	-	-	Contingency	-	73,500	73,500
	2,220,824	1,537,230	Ending Fund Balance	1,513,159	-	(1,513,159)
\$ 2,529,263	\$ 2,220,824	1,537,230	Total Unallocated Funds	1,513,159	73,500	(1,439,659)
\$ 2,788,837	\$ 4,594,363	2,302,723	Total Capital Projects Revenues	1,799,036	1,880,000	80,964
\$ 2,785,837	\$ 4,594,363	2,302,723	Total Capital Projects Expenditures	1,799,036	1,880,000	80,964

Talent Urban Renewal Agency Check Register - November 2023

LEGEND

DC = Debit Card
 ATM = Automated Teller Withdrawal
 AD = Automatic Deposit
 AP = Automatic Payment
 BP = Online Bill Pay
 TR = Online or Phone Transfer

CURRENT BALANCE

\$70,529.22

Check/Code	Date	Transaction	Description	Withdrawal	Deposit	Balance
ACH	11/3/2023	WIX	Website	\$12.00		\$23,517.75
ACH	11/3/2023	LGIP Transfer	Transfer		\$40,000.00	\$63,517.75
230	11/3/2023	Art Bop Beer Co.	Revitalization Grant	\$9,749.55		\$53,768.20
231	11/3/2023	William Morgan Trust	Revitalization Grant	\$15,000.00		\$38,768.20
232	11/15/2023	CSU Producer Res.	Insurance	\$8,623.20		\$30,145.00
DEP	11/16/2023	State of Oregon	Reimbursement		\$40,477.69	\$70,622.69
ACH	11/17/2023	WIX	Website	\$22.00		\$70,600.69
ACH	11/17/2023	Zoom	Zoom	\$71.98		\$70,528.71
ACH	11/30/2023	Interest	Interest Revenue		\$0.51	\$70,529.22
Totals						\$70,529.22

Talent Urban Renewal Agency

Cash, Investments and Loan Recap - November 2023

Cash and Investments

	Balance	Interest Rate
Umpqua Bank Checking Account	\$70,529.22	0.01%
Local Government Investment Pool	\$1,442,629.88	5.00%
Total Cash and Investments	\$1,513,159.10	

Oregon Housing and Community Services - Gateway Project Loan

Remaining P&I due

Interest Rate 1.00% Simple

Maturity: 12/15/2031

Payments begin 9/15/2024

Date	Days	Draw Amount	Principal Payment	Principal Balance	Balance Due	Period Accrued Interest	Interest Payment	Total Accrued Interest	Payment Amount
6/30/2021		\$700,000.00		\$700,000.00	\$700,000.00	\$0.00	\$0.00	\$0.00	
6/30/2022	360			700,000.00	707,000.00	7,000.00	0.00	7,000.00	
6/30/2023	360			700,000.00	714,000.00	7,000.00	0.00	14,000.00	
6/30/2024	360			700,000.00	721,000.00	7,000.00	0.00	21,000.00	
9/15/2024	75		1,081.82	719,918.18	719,918.18	1,458.33	1,458.33	0.00	2,540.15
10/15/2024	30		1,940.22	717,977.97	717,977.97	599.93	599.93	0.00	2,540.15
11/15/2024	30		1,941.84	716,036.13	716,036.13	598.31	598.31	0.00	2,540.15
12/15/2024	30		1,943.45	714,092.68	714,092.68	596.70	596.70	0.00	2,540.15
1/15/2025	30		1,945.07	712,147.60	712,147.60	595.08	595.08	0.00	2,540.15
2/15/2025	30		1,946.69	710,200.91	710,200.91	593.46	593.46	0.00	2,540.15

Monthly Payments in the amount of \$2,540.15 will continue until 11/15/2031. On 12/15/2031 balloon payment of \$547,009.53 will be due.

**Talent Urban Renewal Agency
Budget to Actual Report
As of December, 2023**

Actuals FY 20-21	Actuals FY 21-22	Actuals FY 22-23	Revenue	Current YTD	Total Budget FY 23-24	Total Budget Variance
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83,267	16,883	6,035	Delinquent Property Tax and Interest	3,958		3,958
288,500	1,338,420	12,500	Donations/Grants/Reimbursements	228,665	250,000	(21,335)
1,215	-	10,530	Other Misc Income	358	-	358
-	700,000	-	Long Term Borrowing			-
18,343	9,797	50,190	Interest Income	34,953	30,000	4,953
\$ 2,788,837	\$ 4,594,363	2,302,723	Grand Total Revenues	1,805,164	1,880,000	(74,836)
Actuals FY 20-21	Actuals FY 21-22	Actuals FY 22-23	Expenditures	Current YTD	Total Budget FY 23-24	Total Budget Variance
Materials & Services						
93,500	114,618	42,144	Administrative Services	19,864	60,000	40,136
9,209	46,413	144,673	Supplies, Insurance and Office	27,967	50,000	22,033
-	-	-	Travel and Training	-	5,000	5,000
3,750	6,650	-	Auditor	-	10,000	10,000
23,125	24,084	26,942	Legal	3,815	25,000	21,186
1,875	-	3,742	Miscellaneous and CPA	8,500	10,500	2,000
-	-	-	Materials & Services - 102 Home Street	184	-	(184)
825	32,889	532	Community Engagement	-	20,000	20,000
-	55,000	-	Grant Consultant	-	65,000	65,000
11,340	76,500	88,394	UR Consultant and Analyst	1,188	10,000	8,813
\$ 143,624	\$ 356,153	306,427	Total Materials & Services	61,517	255,500	193,983
Capital Outlay						
-	-	151,153	Land Acquisition	-	350,000	350,000
-	24,000	10,911	Grant - Malmngrem Garage	188,187	-	(188,187)
-	980	-	Grants	65,659	100,000	34,341
1,708	580	-	102 Home Street	-	5,000	5,000
111,242	1,937,076	42,202	Gateway Project	313	25,000	24,688
-	-	250,000	West Valley View Improvements	-	-	-
-	-	4,800	Town Hall Renovation Master Plan Development	-	50,000	50,000
-	54,750	-	Miscellaneous Improvement Projects	-	300,000	300,000
\$ 112,950	\$ 2,017,386	459,065	Total Capital Outlay	254,159	830,000	575,841
Debt Service						
-	-	-	Long Term Borrowing Reserve	-	721,000	721,000
\$ -	\$ -	-	Total Debt Service	-	721,000	721,000
Unallocated Funds						
2,529,263	-	-	Contingency	-	73,500	73,500
	2,220,824	1,537,230	Ending Fund Balance	1,489,488	-	(1,489,488)
\$ 2,529,263	\$ 2,220,824	1,537,230	Total Unallocated Funds	1,489,488	73,500	(1,415,988)
\$ 2,788,837	\$ 4,594,363	2,302,723	Total Capital Projects Revenues	1,805,164	1,880,000	74,836
\$ 2,785,837	\$ 4,594,363	2,302,723	Total Capital Projects Expenditures	1,805,164	1,880,000	74,836

Talent Urban Renewal Agency Check Register - December 2023

LEGEND

DC = Debit Card AP = Automatic Payment
 ATM = Automated Teller Withdrawal BP = Online Bill Pay
 AD = Automatic Deposit TR = Online or Phone Transfer

CURRENT BALANCE

\$40,731.04

Check/Code	Date	Transaction	Description	Withdrawal	Deposit	Balance
233	12/1/2023	Talent Club	Revitalization Grant	\$9,686.67		\$60,842.55
ACH	12/5/2023	WIX	Website	\$12.00		\$60,830.55
ACH	12/14/2023	WIX	Website	\$22.00		\$60,808.55
234	12/14/2023	City of Talent	Administration Services	\$5,383.26		\$55,425.29
235	12/14/2023	City of Talent	Water - Gateway	\$1,179.45		\$54,245.84
236	12/14/2023	Rogue Valley Sewer	Utilities - Gateway	\$2,443.35		\$51,802.49
ACH	12/18/2023	Zoom	Zoom	\$71.98		\$51,730.51
237	12/20/2023	Sweet Beet Station	Revitalization Grant	\$10,500.00		\$41,230.51
238	12/20/2023	William Morgan Trust	Tree Grant	\$500.00		\$40,730.51
ACH	12/31/2023	Interest	Interest Revenue		\$0.53	\$40,731.04
Totals						\$40,731.04

Talent Urban Renewal Agency

Cash, Investments and Loan Recap - December 2023

Cash and Investments

	Balance	Interest Rate
Umpqua Bank Checking Account	\$40,731.04	0.01%
Local Government Investment Pool	\$1,448,756.88	5.00%
Total Cash and Investments	\$1,489,487.92	

Oregon Housing and Community Services - Gateway Project Loan

Remaining P&I due

Interest Rate 1.00% Simple

Maturity: 12/15/2031

Payments begin 9/15/2024

Date	Days	Draw Amount	Principal Payment	Principal Balance	Balance Due	Period Accrued Interest	Interest Payment	Total Accrued Interest	Payment Amount
6/30/2021		\$700,000.00		\$700,000.00	\$700,000.00	\$0.00	\$0.00	\$0.00	
6/30/2022	360			700,000.00	707,000.00	7,000.00	0.00	7,000.00	
6/30/2023	360			700,000.00	714,000.00	7,000.00	0.00	14,000.00	
6/30/2024	360			700,000.00	721,000.00	7,000.00	0.00	21,000.00	
9/15/2024	75		1,081.82	719,918.18	719,918.18	1,458.33	1,458.33	0.00	2,540.15
10/15/2024	30		1,940.22	717,977.97	717,977.97	599.93	599.93	0.00	2,540.15
11/15/2024	30		1,941.84	716,036.13	716,036.13	598.31	598.31	0.00	2,540.15
12/15/2024	30		1,943.45	714,092.68	714,092.68	596.70	596.70	0.00	2,540.15
1/15/2025	30		1,945.07	712,147.60	712,147.60	595.08	595.08	0.00	2,540.15
2/15/2025	30		1,946.69	710,200.91	710,200.91	593.46	593.46	0.00	2,540.15

Monthly Payments in the amount of \$2,540.15 will continue until 11/15/2031. On 12/15/2031 balloon payment of \$547,009.53 will be due.



AGENDA REPORT

Meeting Date: January 17, 2024
Staff Recommendation: -

Primary Staff Contact: Gary Milliman
Estimated Time: 10 minutes

ISSUE BEFORE THE BOARD

Appointment of Board Chair and Vice Chair

BACKGROUND

The bylaws of the Urban Renewal Agency of the City of Talent states that the Chair and Vice Chair shall be elected by Agency Members during the first meeting of each calendar year. This administrative task was accidentally overlooked and was not included in the Agency's January meeting.

Board Chair

Article II, Section 2 states that the Chair shall preside at all meetings of the Agency. The Chair shall have a vote on all questions before the Agency, unless the Chair is also the Mayor as, pursuant to City Ordinance No. 15-879-O, the Mayor may not vote on any matter of the Urban Renewal Agency business unless there is a tie vote. In the case of a tie vote, the Mayor must vote to resolve the tie, and may not abstain. At each agency meeting, the Chair shall submit information and recommendations as the Chair may consider proper concerning the business, affairs, and policies of the Agency.

Board Vice Chair

Article II, Section 3 states that the Vice Chair/Secretary shall perform the duties of the Chair in the absence of the Chair. In the absence of the Executive Director, the Vice Chair/Secretary shall oversee the keeping of the official records of the Agency, attest signatures of the Agency, certify copies of Agency documents, and oversee other record-keeping responsibilities of the Executive Director.

BOARD ACTIONS

The Board can appoint a Chair and Vice Chair via motion.

POTENTIAL MOTIONS

Nomination/Appointment: I move to appoint *[Name]* as Chair and *[Name]* as Vice Chair.



AGENDA REPORT

Meeting Date: January 17, 2024

Primary Staff Contact: Gary Milliman

Staff Recommendation: Approval

Estimated Time: 5 minutes

ISSUE BEFORE THE BOARD

A Resolution of the Urban Renewal Agency of the City of Talent Authorizing Bank Depositories and Signatories

BACKGROUND

During TURA business, the Agency establishes relationships with various banks for purposes including, but not limited to, making payment on checks issued by the Agency. The banks and institutions with whom TURA does business normally require a Resolution designating or updating which officials are authorized to execute checks and other forms of payment of TURA funds.

The City Manager also acts in the capacity of Executive Director for TURA and will need to execute checks and other forms of payment. Therefore, the attached Resolution is provided for TURA to authorize City Manager Gary Milliman to be a signatory on behalf of TURA.

The TURA Board of Directors is also scheduled to reorganize at this meeting, selecting a Chair and Vice Chair. Typically, two Agency Board members have been designated as signatories. The Board should make this determination following the reorganization and the names of those Agency Board members will be inserted into the Resolution.

POTENTIAL MOTIONS

Adoption: I move to adopt resolution No. 24-01, a resolution of the Urban Renewal Agency of the City of Talent authorizing bank depositories and signatories

ATTACHMENTS

- Resolution **No. 24-01**, A Resolution of the Urban Renewal Agency of the City of Talent Authorizing Bank Depositories and Signatories

Urban Renewal Agency of the City of Talent, Oregon

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF TALENT (“Agency”) AUTHORIZING BANK DEPOSITORIES AND SIGNATURES and RESCINDING RESOLUTION 23-03

RESOLUTION NO. 24-01

WHEREAS, the City of Talent has provided the administrative services for the Agency since June 8, 2022; and,

WHEREAS, the Agency has adopted financial management policies which name the Executive Director, the Finance Director of the City of Talent, and/or elected officers as bank depositories and signatories.

BE IT RESOLVED that the Board of Directors of the Urban Renewal Agency of the City of Talent authorizes the following bank depositories and signatories, effective September 1, 2022:

Banking Account and Local Government Investment Pool (LGIP)

Authorized Signers: Gary Milliman, Executive Director
Tessa DeLine, Finance Director of City of Talent
(To be determined; typically two Agency Directors)

The above resolution statement was approved and declared adopted on this January 17, 2024, by the following vote:

AYES: ___ NAYS:___ ABSENT:___ ABSTAIN:___

Signed by me in authentication of its adoption and passage by the Urban Renewal Agency of the City of Talent this _____, 2024.

Darby Ayers-Flood, Chair

ATTEST:

Gary Milliman, Executive Director



AGENDA REPORT

Meeting Date: January 17, 2024

Primary Staff Contact: Tom Humphrey

Staff Recommendation: Informational

Estimated Time:

ISSUE BEFORE THE BOARD

Update on Planning, Infrastructure, and Economic Revitalization (PIER) Program Grant Application for Talent

BACKGROUND

PIER is part of ReOregon which is funded by a US Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG-DR). The PIER program has \$13.8 million available in Community Development Block Grant funds to support Jackson County's recovery from the Almeda and South Obenchain Fires. *These funds are intended to support some of the largest unmet needs in Jackson County: business and economic recovery.* There are three application categories.

- [Planning Application](#) – for projects or programs that are focused on planning. For example, housing recovery planning, economic analysis, hazard mitigation plans, disaster planning, or education or outreach.
- [Infrastructure Application](#) – for projects or programs related to rebuilding or replacing impacted infrastructure and/or building new infrastructure. This could also include requesting funds for a cost-match for other infrastructure or construction grants.
- [Economic Revitalization Application](#) – for projects or programs that help retain or return businesses, microenterprises, or jobs in the area.

After receiving direction from the City Council and TURA Board, an infrastructure application was prepared and submitted on behalf of the City and TURA for the reopened application period. The projects proposed in this PIER application are the Wagner Street Extension, Gangnes Drive Infrastructure improvements and retrofitting the TURA Gateway site to attract development as the temporary use changes. These are summarized as follows.

- Wagner Street alignment and extension from Talent Avenue to TID west property boundary.
- Gangnes Drive (loop) utility replacement, curb, gutter, sidewalk, and street paving with a secondary connection to the Gateway site.

- Gateway site retrofit involving removal of temporary use infrastructure and replacement with utilities to attract and support permanent housing, mixed-uses, open space and retail development.

Under ReOregon guidelines, eligible activities are related to rebuilding or replacing impacted infrastructure and/or building infrastructure that will help communities rebuild housing or mitigate against current or future hazards.

In addition to meeting a CDBG-DR eligible activity, all infrastructure project description forms must address and meet the following requirements, where applicable:

- (1) How the project will address the construction or rehabilitation of disaster-related systems (e.g. stormwater management systems) or other disaster-related, community-based mitigation systems.
- (2) How mitigation measures and strategies to reduce natural hazard risks, including climate-related risks will be integrated into rebuilding activities.
- (3) The extent to which funded activities will achieve objectives outlined in regionally or locally established plans and policies that are designed to reduce future risk.
- (4) How the activity will align with other planned federal, state, or local capital improvements and infrastructure development efforts, and will work to leverage multiple sources of funding, including state and local capital improvement projects, and potential for private investment.
- (5) How the project will employ adaptable and reliable technologies to prevent premature obsolescence of infrastructure.
- (6) How the project will support restoration of infrastructure and related long-term recovery needs within historically underserved communities who have lacked adequate investments in housing, transportation, water, and wastewater infrastructure prior to the disaster.
- (7) How the project will be designed and constructed to withstand chronic stresses and extreme events by defining and tracking resilience performance metrics from project approval through project closeout.

CONCLUSION

The City/TURA infrastructure application has addressed each of the points listed above and several others, making our proposal a compelling one. After receiving engineering estimates for the project areas in the grant proposal the amount of funding the City/TURA is requesting is \$4,069,705. The joint application between the City of Talent and the Talent Urban Renewal Agency was submitted on Friday, January 12, 2024. There is an applicant presentation to the PIER Selection Committee scheduled for Thursday, February 1, 2024. Selection decisions will be made on March 7, 2024.

ATTACHMENTS

The application will be viewable shortly at <https://jccltrg.org/pier-grant-application/>



AGENDA REPORT

Meeting Date: January 17, 2024
Staff Recommendation: Approve

Primary Staff Contact: Gary Milliman
Estimated Time: 5 minutes

ISSUE BEFORE THE BOARD

Professional Services Agreement with Tom Humphrey

BACKGROUND

Tom Humphrey has been working on a number of Urban Renewal initiatives, including The Gateway Project and the PIER Grant., and has valuable institutional knowledge . This Agreement would retain Humphrey to continue to assist the TURA Executive Director on various Urban Renewal projects, including finalizing the PIER Grant application and assisting with the Gateway Project transition. The Agreement provides for an hourly rate of \$125.00 with a total amount not to exceed \$5,000.00

BOARD ACTIONS

The Board can approve or not approve the proposed Agreement.

POTENTIAL MOTIONS

Approval: I move to authorize the Mayor to execute a Professional Services Agreement with Tom Humphrey.

ATTACHMENTS

Professional Services Agreement – Humphrey, Tom

TALENT URBAN RENEWAL AGENCY
CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Agreement") is entered into by and between the Talent Urban Renewal Agency, a special district of the State of Oregon (hereinafter called Agency) and Tom Humphrey (hereinafter called Consultant).

WHEREAS, Agency has a need for the services of a consultant with the specific background, experience, and availability possessed by Consultant.

WHEREAS, Consultant represents that he is fully qualified to perform such services by virtue of his experience and their training, education and expertise.

NOW THEREFORE, the parties agree as follows:

- I. Services. Consultant agrees to perform the services set forth in the scope of work immediately hereunder, and any other related services as may be reasonably requested by the Agency or its designee. The work to be completed shall be under the direction of the designee of the Agency board.
 - A. Assist with problem solving issues related to urban renewal work.
 - B. Assist with the permanent development of the Gateway Site, including but not limited to:
 - i. Strategy for permanently developing the site;
 - ii. Grants for infrastructure improvements;
 - iii. Request-For-Proposal for site development,
 - iv. Recruitment of potential developers, and
 - v. Oversight of the Request-For-Proposal process.
 - C. Other related Agency matters, as needed.
- II. Term of Agreement. This Agreement shall become effective as of the date of its execution and shall continue in effect for a period of up to twelve months from the date of execution.
- III. Compensation. Agency shall pay Consultant a rate of \$125.00 per hour for work performed and completed to Agency's satisfaction as detailed in above "Services A-C." Total payments under the contract shall not exceed \$5,000.00.
- IV. Expense Reimbursement. Agency shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of the work under this Agreement. Consultant shall obtain Agency's written authorization prior to incurring any expenses. No such expense shall be reimbursed unless written authorization has been obtained from the Agency. Consultant will provide appropriate documentation and receipts for expenditure when submitting requests for reimbursement.

- V. Billing; Payment. Consultant will invoice Agency monthly. Invoices will detail the hours spent per task and pre-approved costs, fees, and expenses incurred. Upon request, Consultant will provide the designee of the Agency board with supporting documents and records evidencing the progress made on the project to date. Consultant shall not perform, and Agency shall not pay for, any Consultant services which are outside the Scope of Work described in Section I of this Agreement unless Agency provides prior written consent for such work. Agency will review the Consultant's invoice and, if there are no disputes or disagreements with the invoice, Agency shall pay the invoice amount due within thirty (30) days of invoice approval.
- VI. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation or benefits other than the compensation provided for under this Agreement. While Agency reserves the right to set various work schedules and evaluate the quality of Consultant's completed work, Agency will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Consultant is responsible for all federal and state taxes applicable to any compensation paid to Consultant under this Agreement and will not have any amounts withheld by the Agency to cover Consultant's tax obligations.
- VII. Federal Funds. If payment under this Agreement is to be charged against federal funds, Consultant certifies that Consultant is not currently employed by the federal government, and the amount charged does not exceed Consultant's normal charge for the types of services provided.
- VIII. No Benefits. Consultant will not be eligible for any federal Social Security, unemployment insurance, Public Employees Retirement System benefits, or any insurance-related benefits from payments made pursuant to this Agreement, except as a self-employed individual.
- IX. Compliance with Laws. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work done under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235.
- X. No Subcontracts or Assignment. Consultant shall not subcontract, assign or transfer any work scheduled under this Agreement, except as authorized within the Scope of Work, without the prior written consent of the Agency, which may be withheld in the Agency's sole discretion. Notwithstanding the Agency's approval of a subcontractor, the Consultant shall remain obligated for full performance under this Agreement, and the Agency shall incur no obligation other than its obligations under this Agreement. Consultant agrees that if subcontractors are employed in the performance of this Agreement, Consultant and his subcontractors are subject to all

requirements of this Agreement and Oregon law.

- XI. Covenants. Consultant agrees he will faithfully and diligently perform the duties required by this Agreement and will not willfully engage in any activity that is or may be contrary to the welfare, interest, or benefit of the Agency.
- XII. Non-Exclusivity. Consultant may perform services for any other client during the period that the Consultant is performing the services contemplated by this Agreement for the Agency. The Agency will not unreasonably object to or withhold a waiver of any Conflicts of Interest arising from Consultant's performance of services to other clients.
- XIII. Liability. Consultant shall not be liable to Agency or its direct and indirect subsidiaries or affiliates for any loss, liability, damage or expense arising out of or in connection with the performance of the Services, unless such loss, liability, damage or expense shall be proven to result directly and primarily from the gross negligence or willful misconduct of Consultant.
- XIV. Termination. Either party may terminate this Agreement after fourteen (14) days written notice to the other party, with or without cause. The parties may also mutually agree to terminate this Agreement at any time. Upon termination, Consultant shall be entitled to payment in accordance with the terms of this Agreement for any work done pursuant to this Agreement that is completed before termination, less previous amounts paid, and for all Expenses incurred by Consultant, or to which Consultant has irrevocably committed, before termination. Pursuant to this paragraph, Consultant shall submit an invoice for all unreimbursed work done pursuant to the Agreement that is performed before termination, and for all Expenses incurred by Consultant, or to which Consultant has irrevocably committed, before termination. The Agency shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.
- XV. Applicable Law. This Agreement shall be construed in accordance with Oregon law.
- XVI. Severability. If any part, term, or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect, or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected, and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.
- XVII. Entire Agreement. This Agreement represents the entire agreement between Agency and Consultant. No prior oral or written understanding shall be a force or effect with respect to any matters covered by the Agreement. This Agreement may not be

amended except in writing signed by both parties.

XVIII. Notices. Notices required to be given under this Agreement shall be in writing and personally delivered or sent by electronic mail to the parties as below.

XIX. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

CONSULTANT:

By: _____
Tom Humphrey

Date: _____

TALENT URBAN RENEWAL AGENCY:

By: _____

Date: _____