

AGREEMENT FOR SERVICES

This agreement is made and entered into this 25 day of August, 2000 by and between the Columbia Gateway Urban Renewal AGENCY, hereinafter called AGENCY and THE DALLES AREA CHAMBER OF COMMERCE, an Oregon nonprofit corporation and independent contractor, hereinafter called CHAMBER.

In consideration of the mutual covenants and promises set forth herein AGENCY and CHAMBER mutually agree as follows:

SECTION 1: TERM

The term of this agreement shall commence upon passage of the City Council resolution directing the Downtown Renewal Streetscape Project/Phase II (hereinafter referred to as PROJECT) be constructed, and shall conclude upon the completion of construction activities for the PROJECT.

SECTION 2: COMPENSATION

The CHAMBER will be compensated on a time and materials basis, in an amount not to exceed \$36,000. CHAMBER staff time spent on the PROJECT shall be reimbursed at a composite rate of \$18 an hour. Reimbursement for materials and services purchased will be at actual cost to the CHAMBER.

SECTION 3: CHAMBERS DUTIES

The CHAMBER agrees to provide services to the AGENCY for the Agency's Project, in accordance with the scope of work, a copy of which attached and marked 'Exhibit A' and by this reference incorporated herein. The CHAMBER and the AGENCY may, by mutual agreement,

make minor modifications to 'Exhibit A' as current conditions and activities of the PROJECT warrant.

SECTION 4: AGENCY DUTIES

The AGENCY agrees to provide timely access to a primary contact, throughout the PROJECT, to keep the CHAMBER informed of the status and progress of the PROJECT on a monthly, weekly, or daily basis as warranted by the level of activity. During the preparatory and underground construction portion of the PROJECT the AGENCY agrees to meet with the CHAMBER at least monthly, and more often if needed. During the period above ground construction is taking place, including demolition and improvement of streets and sidewalks, the AGENCY agrees to meet at least weekly and more frequently if necessary, with a CHAMBER representative at an established meeting time. The AGENCY further agrees to compensate the CHAMBER in a timely fashion as established by Section 5: Billing Process.

SECTION 5: BILLING PROCESS

The CHAMBER shall submit monthly billings to the AGENCY, for each month during the term of this contract, by the 5th of the month. The AGENCY will pay the billed invoice to the CHAMBER no later than 15 days after billing is received. Each monthly invoice received from the CHAMBER shall include: (1) identification of total hours CHAMBER staff worked on the PROJECT by position title, rounded to the nearest half hour (2) and a detailed description of the goods/services purchased, for which reimbursement is being requested. The CHAMBER shall retain a file containing all original invoices, available for inspection by the AGENCY upon request. The billing shall include a brief narrative identifying the general activity on which the staff has expended their time during the previous month.

SECTION 6: INSURANCE

Prior to provision of service under this contract, the CHAMBER shall provide an original certification of insurance to the City Attorney, evidencing proof that the CHAMBER has insurance policies in effect for the type of coverage set below, and within the stated limits, with insurance carriers that are satisfactory to the AGENCY;

TYPE OF INSURANCE

LIMITS OF LIABILITY

Worker's Compensation

Statutory Worker's Compensation

Comprehensive General Liability - Combined \$500,000 (each occurrence)

Single Limits \$1,000,000 (aggregate)

Automobile Liability \$500,000

Combine Single Limits All vehicles covered

Hired and non-owned auto liability

At all times, during the terms of this agreement, the CHAMBER shall keep all insurance policies in full effect and shall provide the City Attorney with original certification of insurance and shall provide the AGENCY's name as an additional insured and shall also provide the policy shall not be canceled without 30 days notice to the AGENCY.

SECTION 7: ASSIGNMENT

Responsibility of performing CHAMBER service under the terms of this agreement shall not be assigned, transferred, delegated, or otherwise transferred by the CHAMBER to a third person without the prior written consent of the AGENCY.

SECTION 8: STATUS AS AN INDEPENDENT CONTRACTOR IN THE PERFORMANCE OF THE WORK

In performance of the work, duties and obligations required of the CHAMBER under this agreement, is mutually understood and agreed the CHAMBER is at all times acting and performing as an independent contractor. No relationship of employer/employee is created by this agreement. The AGENCY shall neither have nor exercise any control over the methods by which the CHAMBER shall perform its work and functions. The sole interest and responsibility of the AGENCY is to insure the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. The CHAMBER shall not have claims for this agreement under vacation pay, sick leave, retirement benefits, social security benefits, worker's compensation benefits, unemployment or other employment benefits of any kind.

SECTION 9: INDEMNIFICATION

Each party shall indemnify, hold harmless, and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this agreement. The extent of the AGENCY's obligations under this subsection is limited to the AGENCY's obligations under the Oregon Constitution and the provisions of ORS 30.260 through ORS 30.300.

SECTION 10: ATTORNEY FEES

If any proceeding, action, or appeal therein is instituted in connection within the controversy arising out of this agreement, performance of this agreement or failure to perform this agreement, the prevailing party shall be entitled to recover, in addition to costs and disbursement, the sum as the adjudicator may adjudge reasonable as attorney fees.

SECTION 11: OWNERSHIP AND USE OF DOCUMENTS AND EQUIPMENT PURCHASED

In whatever form it may be produced, any documents or publications prepared, and equipment or software purchased or developed with AGENCY approval in performance of this agreement and charged to the AGENCY, and any supporting and investigative information that is gathered in performance of this agreement shall upon completion of the work, be available for use by either the AGENCY or the CHAMBER for future CHAMBER or AGENCY Projects. In return for this right of use of these items, the CHAMBER shall be responsible for storing any equipment or documents and providing reasonable maintenance at no cost to the AGENCY. The CHAMBER will not be held responsible for reasonable wear and tear or reasonable consumptive use of any remaining materials or equipment.

SECTION 12: NOTICES

Any notices required to be given under this agreement shall be in writing and delivered to the parties at the following addresses:

Columbia Gateway Urban Renewal
AGENCY
City Manager
313 Court Street
The Dalles, OR 97058

The Dalles Area Chamber of Commerce
Executive Director
404 W. 2nd Street
The Dalles, OR 97058

SECTION 13: APPLICABLE LAWS

The law of the State of Oregon shall be used in construing this agreement and enforcing the rights and remedies of the parties.

SECTION 14: TERMINATION CLAUSE

Except where this agreement expressly allows a shorter termination notice, this

agreement may be terminated by mutual agreement by both parties at any time during the term of the agreement. The AGENCY may terminate this agreement 30 days prior written notice to the CHAMBER. The CHAMBER may only terminate this agreement upon 30 days advance request and approval of that request by the AGENCY or if unanticipated extension of the project construction is beyond 18 months or unforeseen complications exhaust the allotted compensation and the AGENCY and CHAMBER are unable to negotiate an agreed upon amount to finish the project.

SECTION 15: MERGER

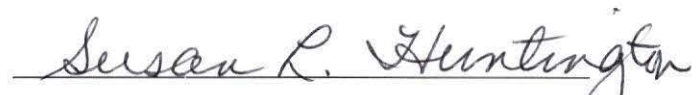
There are no other undertakings, promises, or agreements, either oral or in writing, other than that which is contained in this agreement. Any amendment to this agreement shall be in writing and executed by both parties.

GATEWAY URBAN RENEWAL AGENCY



Agency Board Chair, Robb E. Van Cleave

THE DALLES AREA CHAMBER OF COMMERCE



Executive Director Susan R. Huntington

8-14-00

Date

8-25-00

Date

'Exhibit A'

**CHAMBER OF COMMERCE SCOPE OF WORK
FOR
DOWNTOWN URBAN RENEWAL STREETSCAPE PROJECT, PHASE II**

General Purpose

The general purpose of the work plan for the Chamber of Commerce, regarding the Downtown Urban Renewal Streetscape Project, Phase II is to mitigate and minimize the negative impacts of construction on those businesses in the downtown area.

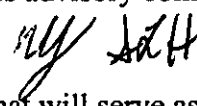
Primary Objectives

1. Enhance communication with businesses
2. Develop and implement a mitigation plan
3. Troubleshoot/ problem solve as issues arise

Activities to Achieve Objectives

The Chamber will do the following to meet each of these three objectives:

1. **Communication**

- a. The Chamber will develop a method of disseminating/collecting information between the Agency and businesses in the downtown area.
- b. Appoint a Chamber staff member to serve on a business advisory committee developed ~~through the Historic Downtown Business Association.~~ 
- c. Assist in the development of the advisory committee that will serve as an advisory, information, and volunteer support group throughout the project.
- d. Meet with the business advisory committee on a regular meeting schedule, which will be no less than once a month during the early and later stages of the project. Meetings will be once a week during the surface construction phase of the project.

- e. The appointed Chamber staff member shall attend the monthly Urban Renewal Advisory Committee meetings and report as needed or at least quarterly on their efforts.

2. Develop and Implement a Mitigation Plan

Upon the signing of the contract, the Chamber will work with the business advisory committee to develop a proactive plan to minimize the negative impact during the construction of the project. The Chamber will:

- a. act as the liaison between the project manager and businesses, and will be an advocate for businesses to the Agency, and an advocate of the project to the businesses, and
- b. attend preconstruction and construction meetings, with the contractor, to discuss business interest and concerns, and
- c. develop a variety of techniques including but not limited to public relations and marketing, to maximize access to businesses, and to enhance the community's perception that the downtown area is "open for business" during the construction of the project, and
- d. present to the Agency, for their consideration and implementation, the mitigation plan developed with the assistance of the business advisory committee.

3. Problem Solving, Conflict Resolution, and Trouble Shooting

Throughout the project, the Chamber will provide a primary contact person who will:

- a. through personal contacts identify concerns and work with all parties to develop positive solutions. Contacts should be frequent throughout the project and daily when surface construction is taking place on a business's block, and
- b. recommend to the Agency's project manager, engineer, or other representatives adjustments to the mitigation plan and construction activities to provide the desired results.