

Agenda
Shady Cove Regular City Council Meeting and Public Hearing
City Council Chambers (or possibly at
Upper Rogue Community Center)
22451 Highway 62, Shady Cove, Oregon
Thursday, June 18, 2020
6 PM

In light of current health conditions, we may need to limit the number of in-person attendees.

Please advise us 24 hours before the meeting if you plan to attend so we can gauge this number. If we reach capacity for 6' social distancing, and still have more people wishing to attend, we will have a teleconference set up. We will need to know prior to the meeting if we need to do this. Please also remember to wear your masks to protect both yourself and our Staff. Restrooms will NOT be open at this time. You will be asked to sign in to allow for contact tracing. Thank you for your consideration during this health care crisis.

I. Call to Order

- A. Roll Call
- B. Announcements by Presiding Officer
 - 1. This meeting is being digitally recorded.
 - 2. The next regularly scheduled meeting of the City Council will be July 2, 2020, at 6PM, possibly held telephonically.
 - 3. The next regularly scheduled meeting of the Planning Commission is June 25, 2020, at 6 PM.
 - 4. The next meeting of the Parks and Recreation Commission has yet to be determined.
 - 5. Public may comment on agenda items - Public must state name, address and standing to discuss an issue. Issues must have a City-wide impact and not be personal issues. Depending on number of comments and time constraints, Council may limit the amount of time to 3 minutes per speaker.
 - 6. These meeting dates are subject to change by the circumstances related to COVID-19.

II. Public Hearing – 2019-2020 Supplemental Budget Amendment

III. Public Comment on Agenda Items

IV. Consent Agenda

- A. Regular Meeting Minutes of 6/4/20
- B. Bills Paid Report – 5/28/20 - 6/10/20 - \$11,587.78
- C. Continuation of Declaration of Emergency

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (541) 878-2225. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

Items Removed from Consent Agenda

VI. Staff Reports

- A. City Administrator
- B. Jackson County Deputy (CSO)
- C. Fire Chief Winfrey

VII. New Business

- A. IGA with Cities in Valley for CDBG Grant for Businesses
- B. IGA discontinuation – Jackson County - Use of Lot, Well, and Waterlines for Library
- C. IGA for Library District Ground Lease, Shared Use of Lot, well and Waterlines

VIII. Old Business

IX. Written Communication

Letters to Governor Brown, Senator Courtney, Representative Kotek

X. Public Comment on Non-Agenda Items

XI. Council Comments on Non-Agenda Items

- A. Mayor Richardson – RVCOG
- B. Councilor Mitchell - RVACT & Parks Commission
- C. Councilor McGregor - SOREDI
- D. Councilor Hohenstein - Planning Commission
- E. Councilor Tarvin

XII. Adjournment

NOTICE OF SUPPLEMENTAL BUDGET HEARING

- For supplemental budgets proposing a change in any fund's expenditures by **more than 10 percent**.

A public hearing on a proposed supplemental budget for the City of Shady Cove for the current fiscal year will be held at 22451 Hwy. 62, Shady Cove, OR 97539. The hearing will take place on June 18, 2020 at 6:00 PM.

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after June 12, 2020 at www.shadycove.org.

City of Shady Cove, City Hall 22451 Hwy. 62, Shady Cove, OR 97539 5:00 PM

SUMMARY OF PROPOSED BUDGET CHANGES

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: 10 - General Fund

Resource	Amount	Expenditure - indicate Org. Unit / Prog. & Activity, and Object Class.	Amount
1 Debt Service	10,008	1 Contingency	(10,008)
Revised Total Fund Resources	10,008	Revised Total Fund Requirements	(10,008)

Explanation of change(s):

Additional loan payment to pay off interfund loan.

FUND: 05 - Sewer Operations Replacement

Resource	Amount	Expenditure - indicate Org. Unit / Prog. & Activity, and Object Class.	Amount
1 Special Payments	700	1 Transfers	(700)
Revised Total Fund Resources	700	Revised Total Fund Requirements	(700)

Explanation of change(s):

Increase RVSS Special Payment per contract.

FUND: 08 - System Development Charges (SDC)

Resource	Amount	Expenditure - indicate Org. Unit / Prog. & Activity, and Object Class.	Amount
1 Special Payments	36,488	1 Transfers	(36,488)
Revised Total Fund Resources	36,488	Revised Total Fund Requirements	(36,488)

Explanation of change(s):

Increase RVSS Special Payment per contract.

City of Shady Cove
City Council Regular Meeting Minutes
Thursday, June 4, 2020
Meeting was held Telephonically

CALL TO ORDER

Mayor Richardson called the Regular City Council Meeting to order at 6 PM.

Council Present: Mayor Richardson, Councilor Mitchell, Councilor McGregor, Councilor Tarvin, and Councilor Hohenstein.

Staff Present: Thomas J. Corrigan, City Administrator

ANNOUNCEMENTS

The Mayor made the announcements on the agenda. Added Item C under Consent Agenda, Extension of Emergency Declaration. Also added Item C under New Business, Regional Park Funding.

PUBLIC COMMENT

None

PUBLIC HEARING

None

CONSENT CALENDAR

Motion to Accept the Items A and B of the Consent Calendar including Regular Meeting Minutes for May 21, 2020, and Bills Paid report in the amount of \$12,899.44.

Motion: Councilor Hohenstein Second: Councilor Mitchell

All Ayes Motion Carried 5-0

Motion to Accept Item C of the Consent Calendar, Extension of the Emergency Declaration to June 18.

Discussion Ensued Regarding Benefits and Effects of the Declaration.

Motion: Councilor Hohenstein Second: Councilor Mitchell

All Ayes Motion Carried 5-0

STAFF REPORTS

City Administrator

- Phase 2 goes into effect tomorrow.
- Music in the Park will be allowed under Phase 2.
- Handrail is being installed at Aunt Caroline's Park.
- COVID-19 reimbursement information and other CDBG grants we are seeking
- Working with RVCOG for Total Maximum Daily Limits in the river for reporting purposes.
- Life insurance may be available for Council members in October through CIS.
- Potential Executive Session may be needed in the near future.
- Definite improvement seen by actions of CSOs.
- Hannah's Ridge and Schoolhouse Lane projects update
- Camping Ordinance reviewed by City Attorney and CIS Attorney

NEW BUSINESS

- A. Award Winner of Photography Contest to Christopher Lang, Approved by Appointed Judges of Photography Contest
- B. Motion to Approve the Collective Bargaining Agreement with Teamster Local #223 effective until June 30, 2023
Comments by Councilors.
Motion: Councilor Hohenstein Second: Councilor McGregor
All Ayes Motion Carried 5-0
- C. Recommendation from Parks and Recreation Commission Discussed. No Motion.

STAFF REPORT CONTINUED

Sergeant Ben Weaver, Jackson County Sheriff's Office addressed the Council with updates on patrol deputies and CSOs

OLD BUSINESS

- A. Motion to Approve Draft City Charter to go to a Vote of the People at the November General Election
Motion: Councilor Hohenstein Second: Councilor McGregor
Councilor Tarvin voted nay. Motion Carried 4-1

WRITTEN COMMUNICATIONS

None.

PUBLIC COMMENT

None

COUNCIL COMMENTS

Mayor Richardson –
Received information from Census Bureau. Shady Cove Responses 46.1 %, Oregon – 63.3%
This directly impacts funding and representation. All other meetings cancelled.

Councilor Mitchell –
Will not be at next meeting. Questioned location of next Council meeting.

Councilor McGregor –
SORED I – Board meeting on June 9.

Councilor Hohenstein – Encourage everyone to work together and with Parks Commission to move ahead with boat ramp in Regional Park. Discussed Census response. Echoed comments on getting back to meeting in person.

Councilor Tarvin – Questioned reopening of City Hall. City Administrator commented draft plan in place Sneeze shield coming in next week. Public can come in by appointment. Masks

recommended. Sending to Teamsters. Sanitation goals. Echoed comments on getting back to meeting in person.

ADJOURNMENT

There being no further business before the Council, the Mayor adjourned the regular Meeting at 7:04 PM.

Approved:

Attest:

Lena Richardson
Mayor

Thomas J. Corrigan
City Administrator

Council Vote:

Mayor Richardson _____
Councilor Mitchell _____
Councilor McGregor _____
Councilor Tarvin _____
Councilor Hohenstein _____

Check Issue Date	Check	Payee	Description	Amount
06/10/2020	44811	Banner Bank	Computer Software Subscription	14.99
06/10/2020	44811	Banner Bank	Emergency Management Preparedness - Conference Calls	184.10
06/10/2020	44811	Banner Bank	Phone Security	2.99
06/10/2020	44811	Banner Bank	Wild Fire App	.99
06/10/2020	44811	Banner Bank	Recording Fees - Easements	149.00
06/10/2020	44811	Banner Bank	Park Improvements	63.76
06/10/2020	44811	Banner Bank	Computer Software Subscription	72.97
06/10/2020	44811	Banner Bank	Radio StationInternet Streaming	7.95
06/10/2020	44811	Banner Bank	Office Supplies	118.65
06/10/2020	44812	Banner Bank	Vehicle Maintenance	2.00
06/10/2020	44812	Banner Bank	Park Maintenance	55.59
06/10/2020	44812	Banner Bank	Park Maintenance	123.60
06/10/2020	44812	Banner Bank	Park Maintenance	148.32
06/10/2020	44812	Banner Bank	Park Maintenance	185.40
06/10/2020	44812	Banner Bank	Park Maintenance	185.40
06/10/2020	44812	Banner Bank	Emergency Management Preparedness Supplies	34.82
06/10/2020	44812	Banner Bank	Park Maintenance	58.08
06/10/2020	44812	Banner Bank	Vehicle Maintenance	53.99
06/10/2020	44813	Celtic Circle, LLC	Shop Rental	865.00
06/10/2020	44814	City of Shady Cove - Utilities	#1539.01 2501 Indian Creek Rd.	44.00
06/10/2020	44814	City of Shady Cove - Utilities	#2300.01 1008 Celtic Circle/City Shop	46.00
06/10/2020	44814	City of Shady Cove - Utilities	#1538.01 22451 Hwy. 62	46.00
06/10/2020	44815	Crystal Fresh	Bottled Water C82225	49.50
06/10/2020	44816	Danny Byrd Trucking	3/4" Minus	447.58
06/10/2020	44817	David Christian	Radio Programming, 6 hrs.	90.00
06/10/2020	44817	David Christian	Radio Programming, 6 hrs.	90.00
06/10/2020	44818	Fogline Music, LLC	Promotion & Tourism - Music in the Park	600.00
06/10/2020	44819	Jackson County - Community Justice Work	Move Dirt, Weed Eat, Dig Ditches - Aunt Caroline's Park ADA	450.00
06/10/2020	44820	KAS & Associates, Inc.	SCA Grant - Schoolhouse	1,418.36
06/10/2020	44820	KAS & Associates, Inc.	Hwy 62. & Indian Creek Rd.	1,470.00
06/10/2020	44820	KAS & Associates, Inc.	Miscellaneous Engineering	60.00
06/10/2020	44821	Pacific Power	Aunt Caroline's Park 32847641-005	38.40
06/10/2020	44821	Pacific Power	City Hall 32847641-007	193.54
06/10/2020	44821	Pacific Power	Nork Lane 32847641-009	122.00
06/10/2020	44821	Pacific Power	street Lights 32847641-002	761.09
06/10/2020	44822	Perfection Cleaning	Cleaning Services	375.00
06/10/2020	44823	Pitney Bowes Global Financial	Lease Charges 0017091979	144.93
06/10/2020	44824	RVCOG	Computers & Support	72.31
06/10/2020	44825	Shady Cove Hardware, LLC	Park Improvements	38.63
06/10/2020	44825	Shady Cove Hardware, LLC	Streets - Maintenance Supplies	12.98
06/10/2020	44825	Shady Cove Hardware, LLC	Streets - Maintenance Supplies	27.98
06/10/2020	44825	Shady Cove Hardware, LLC	City Hall - Facilities	48.98
06/10/2020	44825	Shady Cove Hardware, LLC	Park - Maintenance & Upkeep	19.99
06/10/2020	44825	Shady Cove Hardware, LLC	Streets - Maintenance Supplies	49.99
06/10/2020	44825	Shady Cove Hardware, LLC	Streets - Maintenance Supplies	9.99
06/10/2020	44825	Shady Cove Hardware, LLC	Park - Maintenance & Upkeep	71.67
06/10/2020	44825	Shady Cove Hardware, LLC	Park - Maintenance & Upkeep	50.92
06/10/2020	44825	Shady Cove Hardware, LLC	Park - Maintenance & Upkeep	19.99
06/10/2020	44825	Shady Cove Hardware, LLC	Park - Maintenance & Upkeep	10.76
06/10/2020	44825	Shady Cove Hardware, LLC	Streets - Maintenance Supplies	29.43
06/10/2020	44825	Shady Cove Hardware, LLC	Park - Maintenance & Upkeep	19.98
06/10/2020	44826	Sherwin-Williams	Park Improvements	629.01
06/10/2020	44827	Southern Oregon Sanitation	Nork lane 088070	40.22
06/10/2020	44827	Southern Oregon Sanitation	City Hall 088054	40.22
06/10/2020	44827	Southern Oregon Sanitation	aunt Caroline's Park 088094	58.50
06/10/2020	44828	Stanley Campbell	Utility Billing Refund	2.16
06/10/2020	44829	Thomas J. Corrigan	Expense Reimbursement - Emergency Preparedness Suppli	39.98

Check Issue Date	Check	Payee	Description	Amount
06/10/2020	44830	TouchPoint Networks, LLC	Computer Services	31.00
06/10/2020	44831	URCC	Storage and Office Use - February to January	1,320.00
06/10/2020	44832	WECO - Carson	Public works gasoline/diesel 1-01737	169.09
Grand Totals:				11,587.78

ADMINISTRATIVE ORDER
June 18, 2020
By the Mayor of the City of Shady Cove

Declaring a State of Emergency

The Mayor of the City of Shady Cove finds that:

- a. On March 8, 2020 Governor Kate Brown declared a State of Emergency due to the COVID-19 (Executive Order No. 20-03). Governor Brown also issued guidelines regarding group gatherings and social distancing to alleviate possible impacts of COVID-19 (Executive Order No. 20-5). On March 13, 2020 President Donald Trump declared a National Emergency concerning COVID-19. All such orders have been continued.
- b. COVID-19 requires a significant amount of resources at the local level to keep the public and community informed and as safe as possible.
- c. The unknown duration of the COVID-19 may have a significant financial impact on the community.
- d. The primary focus at the City is to keep the community safe while maintaining the health of our workforce so the City can continue to provide crucial City services, and to alleviate impacts to residents and business owners within the City of Shady Cove.
- e. Pursuant to ORS 401.309(1), the governing body of a City may declare, by ordinance or resolution, that a state of emergency exists within the City.
- f. Pursuant to the City of Shady Cove Emergency Operations Plan adopted by the City Council of Shady Cove in May of 2012, section 3.2.1.1, confirms that power of the Mayor.
- g. Pursuant to the first Declaration of Emergency, and as the Governor has not changed the State's Declaration of Emergency as of yet.

Now, therefore, based on the above findings, the Mayor of the City of Shady Cove declares an emergency and an extension of the current Declaration.

1. This Declaration of Emergency is effective immediately and shall remain in effect until July 2, 2020 but may be extended in two-week increments.
2. To protect the health and safety of City employees, I have and will direct the City Administrator to develop emergency policies and guidance on the use of sick leave, vacation leave, telecommuting, meeting protocol, identification of essential and non-essential staff for ongoing presence at City facilities, and other policies that will be in effect for the duration of the emergency.

3. To protect the health and safety of City employees, I have and will direct the City Administrator, at his discretion, to determine whether closing certain City facilities and cancelling public meetings may be necessary.
4. The City will take all necessary steps authorized by law to coordinate the response and recover of this emergency, including but not limited to, requesting assistance from the State of Oregon and Jackson County.
5. To protect the health and safety of City employees, elected officials and the public, and reduce the number public meetings, the City Council shall consider the ratification of the Declaration of a State of Emergency at its next Council meeting on June 18, 2020 rather than via a separate emergency meeting.

Lena Richardson, Mayor
City of Shady Cove, Oregon

Ratified by City Council action on June 18, 2020

Thomas J. Corrigan
City Administrator

Bacteria (also addresses pH, Dissolved Oxygen, Nutrients)

Source	Strategy	How	Fiscal Analysis	Measure	Timeline	Milestone	Annual Status Update
What source of this pollutant is being addressed?	What is being done or what will be done to reduce or control pollution from the source?	Specifically, how will this be done?	Who will implement?	How will successful implementation or completion of this strategy be measured?	When will the strategy be completed?	What intermediate goals will be achieved and when? How to know progress is being made?	Briefly report on actions taken to meet this measure and achieve this milestone
Fecal sources from pets and wildlife	Continue to provide pet waste bags for dog owners at local parks/public areas for owners to pick-up after their pets.	Update inventory of parks/public areas that have pet waste disposal dispensers.	Staff Time	Report on new stations installed and number of bags ordered.	Ongoing	Establish percentage of parks with stations. Add a percentage of stations added until 100% of parks have stations.	Year 1: July 2020-June 2021 Year 2: July 2021-June 2022 Year 3: July 2022-June 2023 Year 4: July 2023-June 2024 Year 5: July 2024-June 2025
Urban Runoff	Reduce runoff volume (post construction).	Continue to incorporate low impact development, green infrastructure approaches into capital improvements, development and redevelopment projects to reduce impervious areas and infiltrate runoff through municipal codes and ordinances.	Staff Time	Track the features installed, size and treatment expectations as they are installed by updating the LID map annually.	Ongoing as development occurs.	Shady Cove is not a designated MS4. In addition, Shady Cove does not implement many capital projects, so this strategy is dependent on funding availability and partners (e.g., ODOT) to design and construct capital improvements, as well as on private investment in new or redevelopment projects. Report out on features being installed and maintained	Year 1: July 2020-June 2021
	Municipal Operations	Maintain Stormwater Management Practices including: street sweeping, ditch maintenance to prevent pollution to the maximum extent practicable.	Staff time	Ongoing inspections, employee trainings, and continued implementation of good housekeeping stormwater management practices (street sweeping, ditch cleaning/maintenance).	Ongoing	Annual update on actions taken.	Year 1: July 2020-June 2021
		Shady Cove contracts with RVSS for septic and sewer issues. Activity related to this task will primarily be conducted by RVSS.	RVSS, Staff time	Inspect city sewers to ensure no cross connections. Report any dumping or discharges to surface waters to DEC. Respond to and investigate the potential sources of illicit discharge	Ongoing	Specifics will be developed with RVSS. Summary of any activity included in annual report.	Year 1: July 2020-June 2021 Year 2: July 2021-June 2022 Year 3: July 2022-June 2023 Year 4: July 2023-June 2024 Year 5: July 2024-June 2025
	Continue to implement Illicit Discharge Detection Elimination Program and enforce illegal dumping regulations as outlined in ordinance.						
	Continue to identify and eliminate failing on-site sewage disposal systems.	Notify DEC of failing septic systems when found	RVSS, Staff Time	Keep a written record of referrals.	Ongoing	Septic systems identified and eliminated.	Year 1: July 2020-June 2021 Year 2: July 2021-June 2022 Year 3: July 2022-June 2023 Year 4: July 2023-June 2024 Year 5: July 2024-June 2025
New Approaches and Projects		Explore new projects and program innovations to meet the goals of the Bacteria TMDL.	Staff time	New approaches will be in response to new technology, innovations or adaptive management. Can include attending trainings or workshops.	Annually, as appropriate	New approaches will be identified with success indicators determined. Report on trainings and workshops attended.	Year 1: July 2020-June 2021 Year 2: July 2021-June 2022 Year 3: July 2022-June 2023 Year 4: July 2023-June 2024 Year 5: July 2024-June 2025

Temperature (also addresses Dissolved Oxygen)							
Source	Strategy	How	Fiscal Analysis	Measure	Timeline	Milestone	
What source of this pollutant is being addressed?	What is being done or what will be done to reduce or control pollution from the source?	Specifically, how will this be done?	Who will implement?	How will successful implementation or completion of this strategy be measured?	When will this strategy be completed?	What intermediate goals will be achieved and when? How to know progress is being made?	
	Implement current riparian buffer/ordinance/protection standards	Implement current riparian buffer/ordinance/protection standards	Staff Time	List of riparian buffer standards or riparian ordinance actions taken.	Ongoing	Annual reports will track actions taken.	Year 1: July 2020-June 2021 Year 2: July 2021-June 2022 Year 3: July 2022-June 2023 Year 4: July 2023-June 2024 Year 5: July 2024-June 2025
Solar Radiation. Riparian health due to insufficient or unprotected riparian vegetation.	Participate in a DMA-wide restoration program and provide outreach to target areas.	Use the Bear Creek and Rogue Basin Planting Plan to help identify, prioritize, and move toward implementation of projects in and around Shady Cove. City participates in local events: Events include at least one featured tree planting project or tree giveaways to residents.	City staff participates in and promotes the regional program, especially in relation to projects in and around Shady Cove (upper Rogue Basin). Staff time. RVCOG, RRWC, Jackson SWCD, Partners. And/or volunteers.	Summary of activity Document activities, number of participants, number of trees planted and/or given away.	Annually Annually	Provide updates on activity. Events held each year with local participants and activities that educate and implement tree planting. Goal is to attend or be represented at one event per year which could include the Festival on the Rogue.	Year 1: July 2020-June 2021 Year 2: July 2021-June 2022 Year 3: July 2022-June 2023 Year 4: July 2023-June 2024 Year 5: July 2024-June 2025
	Maintain healthy streamside vegetation on publically owned lands	Seek opportunities to protect, or plant native trees and shrubs on public lands.	Staff time. partnership with local groups including watershed council, RVCOG, Jackson SWCD where ever possible	Track activity.	Annually	Shady Cove completed a restoration project with the Rogue River Watershed Council on the only stretch of publicly owned streamside land. The City will ensure the plantings are maintained. In addition, if the City obtains additional streamside lands, we will work to maintain healthy vegetation.	Year 1: July 2020-June 2021 Year 2: July 2021-June 2022 Year 3: July 2022-June 2023 Year 4: July 2023-June 2024 Year 5: July 2024-June 2025
New Approaches and Projects	Explore new projects and program innovations to meet the goals of the Temperature TMDL.	Explore new projects and program innovations to meet the goals of the Temperature TMDL.	Staff time	New approaches will be in response to new technology, innovations or adaptive management. Can include attending trainings or workshops.	Annually, as appropriate	New approaches will be identified with success indicators determined. Report on trainings and workshops attended.	Year 1: July 2020-June 2021 Year 2: July 2021-June 2022 Year 3: July 2022-June 2023 Year 4: July 2023-June 2024 Year 5: July 2024-June 2025

INTERGOVERNMENTAL AGREEMENT

between

CITY OF ROGUE RIVER

and the cities

**BUTTE FALLS, CAVE JUNCTION, CENTRAL POINT, EAGLE
POINT, GOLD HILL, JACKSONVILLE, SHADY COVE**

for

**2020 EMERGENCY SMALL BUSINESS AND
MICRO-ENTERPRISE GRANT ASSISTANCE PROGRAM
(SBMA)**

THIS AGREEMENT is entered this 1 day of June, 2020 by and between the City of Rogue River (the "Lead") and the cities Butte Falls, Cave Junction, Central Point, Eagle Point, Gold Hill, Jacksonville, and Shady Cove (the "Participants").

I. AUTHORITY

THIS AGREEMENT is entered into between the City of Rogue River, (hereafter the Lead) and the cities Butte Falls, Cave Junction, Central Point, Eagle Point, Gold Hill, Jacksonville, and Shady Cove (hereafter Participants) pursuant to their respective governmental authorities. The Participants are authorized to enter into this Agreement under its respective constitution, bylaws, or resolution.

Upon completion of a public hearing, the Lead will execute this Intergovernmental Agreement (IGA) with the Participants. The Parties intend that this Agreement be liberally construed to effectuate its intent and purposes.

II. PURPOSE

The Lead and the Participants (collectively "the Parties") enter into this consolidated Agreement to:

- a) Recognize the government-to-government relationship between the Participants
- b) Simplify the subcontracting process to allow increased direct services to all clients
- c) Clarify roles and responsibilities for all parties involved
- d) Define a timeline for the administration and disbursement of shared funds
- e) Define a fund allocation model

III. DEFINITIONS

The Parties agree to the following definitions for the purposes of this Agreement.

Business: means a small business or microenterprise that is eligible for services under the terms of this Agreement.

Community Development Block Grant (CDBG): means the grant program through the U.S. Department of Housing and Urban Development (HUD), overseen through Business Oregon.

Intergovernmental Agreement, (IGA), or Agreement: means this consolidated Agreement between the Participants and the Lead.

Low to moderate income (LMI): refers to the HUD-determined applicable income limits on an annual basis for all Oregon counties and metropolitan statistical areas.

“Low income” means income equal to or less than fifty (50) percent of the area median (adjusted by household size).

“Moderate income” means income equal to or less than eighty (80) percent of the area median (adjusted by household size).

Monitoring: includes any planned and ongoing or periodic activity that measures and ensures the Participants’ and Businesses compliance with the terms, conditions and requirements of this Agreement.

Parties: means the Lead and the Participants, who are the Parties to this Agreement.

Personal Information: means information identifiable to any person, including, but not limited to, information relating to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security number, driver license number, other identifying numbers, and any financial identifiers.

Qualifying Business: means a business that has met the program’s business history, location, reporting, and financial guidelines.

Retrocession: means the process by which any Participant voluntarily returns any part of its funding to the Subgrantee. Retrocession includes both the voluntary relinquishment of jurisdictional authority to obligate any previously awarded funds dedicated to that service or program and the return, to Subgrantee, of any previously awarded funds for that purpose.

Reporting: Annual Reports and Quarterly Expenditure Reports means reporting forms consisting of all information, including operational and financial information, required by federal and/or state law for the contracted services and funds included in this Agreement or in subsequent amendments to this Agreement.

Single Point of Contact: means the project administrator, or contact within the Subgrantee organization. The Single Point of Content will direct the flow of operational information about this Agreement, between the Parties.

Statute: means any federal or state law now in existence or any successor, amended or replacement law.

Subgrantee: means the contracted grant administrator or subgrantee.

IV. COMMUNICATION

Each Party will communicate with the Single Point of Contact identified by the other Party in this Agreement

in writing to discuss reporting or other issues relative to this Agreement.

Program related communications may continue among program personnel and need not go through the Single Point of Contact.

V. APPLICATION AND REPORTING

The Parties must submit application materials (see Appendix A) by **June 8, 2020**

The Parties acknowledge that if additional reporting requirements are imposed that necessitate additional reporting, as communicated by the Single Point of Contact, the Participants will submit additional reports upon reasonable notice of the requirement.

By the end of the fiscal year, each of the Parties shall send electronic copies of its single Annual Report to the Single Point of Contact.

VI. PAYMENT PROCEDURES AND TRANSFER OF STATE FUNDING

- a) For the purposes of this Agreement, a fiscal year is July 1 to June 30.
- b) The Parties agree that the total anticipated financial commitment for this Agreement is \$150,000 and will be shared as detailed in Appendix A of this document.
- c) Upon award, the Lead will transfer all funds to the Subgrantee. The Subgrantee will disburse funds to businesses in accordance with the Fund Allocation Model in Appendix B.
- d) If any individual Party does not spend their allocated funds within 30 days, funds will be returned to a general pool. The general pool of funding will be made available to Qualifying Businesses on a first-come-first-served basis.
- e) There are to be no charges for services between the Parties. Administration fees will be paid exclusively as outlined by the Subgrantee Agreement.
- f) Payments are subject to availability of federal and state legislatively appropriated funds.

VII. RECORDS

- a) The Parties shall maintain all accounting records in accordance with government requirements and generally accepted accounting principles, and all transactions will be made in compliance with 2 CFR Part 200.
- b) The Parties agree that the Subgrantee shall maintain client files. The Parties agree to provide pertinent information to the Subgrantee in a timely manner.
- c) The Parties shall cooperate with the Subgrantee in the performance of federal and state required monitoring activities related to the programs and services of this Agreement.

VIII. PRIVACY AND NONDISCLOSURE

- a) Personal information. Personal information including used or acquired in connection with this Agreement is protected against unauthorized use, disclosure, modification, or loss. The Parties agree that personal information shall be used solely for the purposes of the services set forth in this Agreement and shall not be divulged, published, transferred, sold or otherwise made known to unauthorized persons without written consent of the person to whom the personal information pertains, that person's parent or legal guardian, or as otherwise required by law. The Parties agree to implement physical, electronic, and

managerial policies, procedures and safeguards to prevent unauthorized access, use or disclosure of personal information.

- b) Aggregate Information. The Parties agree that raw data and analyses generated by virtue of this Agreement will remain anonymous data and shall not be linked with personal information or individually identifiable data from any source.
- c) Access to Privacy Information. The Parties agree that access to both personal information and aggregate information shall be limited to staff whose duties specifically require access to such data in the performance of their assigned duties. Those staff members whose duties require that they have access to the data shall be notified of confidentiality requirements, regarding use and disclosure, prior to accessing either personal or aggregate information.

IX. RESPONSIBILITIES OF THE PARTIES

- a) The Parties shall comply with all applicable federal and state regulations governing the use of federal and state funds.
- b) The Parties shall direct any written requests or inquiries related to the program to the Single Point of Contact.
- c) The Parties shall provide the Single Point of Contact any requested information or documentation in a timely manner.
- d) The Parties will provide the Required Jurisdiction Application Materials
- e) The Parties shall provide and promote good faith efforts to work together and communicate a shared vision.

X. RETROCESSION

- a) Any of the Parties may terminate or retrocede their participation in this program via written communication at least thirty (30) days prior to the effective date of the termination or retrocession.
- b) If the Lead terminates or retrocedes their participation in this program, they will exert good faith and timely efforts to coordinate the transfer of responsibility to a willing Participant. The new Parties may then execute a new and separate agreement.

XI. AMENDMENTS

If there are significant changes impacting any Party, each reserves the right to amend this Agreement. Any such action will be initiated in writing to the Single Point of Contact and then circulated amongst the group. Upon unanimous written consent, such amendments to the agreement will be adopted.

XII. CONFLICT RESOLUTION

- a) The Parties agree to work cooperatively to accomplish all of the terms of this Agreement, however, acknowledge that there may be instances in which either the Lead or the Participants have not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such an instance, the Lead and the Participants shall attempt to resolve the matter through discussions. If unsuccessful, the Participants and the Department agree to refer the matter to non-binding mediation.
- b) Either Party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by all parties. The cost of a mediator shall be born equally by the Parties with neither Party using funds dedicated for the programs nor services

contained in this Agreement.

- c) If the mediator cannot resolve the conflict or dispute then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals; one (1) selected by the Participants, one (1) selected by the Department and a third party to be chosen by the first two. The Disputes Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties.

XIII. TERM

THIS AGREEMENT shall become effective June 1, 2020 and end on June 30, 2023, unless extended or terminated prior to that date, as provided herein.

XIV. SURVIVABILITY.

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive.

THE FOLLOWING REPRESENTATIVES, by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.

Lead, Title, Date

[Remainder of page left blank.]

THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Intergovernmental Agreement for the 2020 Emergency Small Business Assistance and Micro-Enterprise Grant Assistance Program, which shall be effective as of the date of execution hereof on behalf of the Grantee.

GRANTEE (Lead Jurisdiction)

Name of Lead / Title

(Chief Elected Official/Executive Officer with Authority to Sign) / Date

PARTICIPANT

Name of Participant Jurisdiction / Title

(Chief Elected Official/Executive Officer with Authority to Sign) / Date

Name of Participant Jurisdiction / Title

(Chief Elected Official/Executive Officer with Authority to Sign) / Date

SUBGRANTEE (Administrator)

Name of Subgrantee / Title

(Chief Elected Official/Executive Officer with Authority to Sign) / Date

Attest: _____
ASSISTANT [CITY/COUNTY] CLERK

Exhibit A – Documentation Requirements

Application -- Required Jurisdiction Materials

Item	Lead Jurisdiction	All Jurisdictions
Proof of public hearing (notice, minutes)	X	
Copy of SAM registration	X	
Documentation of COVID19 impact on businesses		X
Brief description of local impact		X
Current map of jurisdiction boundaries		X
Small Business Estimates		
1. Number of small businesses assisted		
2. Amount of funding allocated to small businesses Estimated number of LMI jobs created		X
3. Number of LMI jobs created		
4. Number of LMI jobs retained		
Microenterprise Estimates		
1. Number of LMI microenterprises assisted		
2. Amount of funding allocated to small businesses		X
3. Number of LMI jobs created		
4. Number of LMI jobs retained		

Post-Award Responsibilities

Item	Lead Jurisdiction	All Jurisdictions
Execute subgrantee agreement	X	
Execute intergovernmental agreement (IGA)		X
Submit payment requests	X	
Submit annual financial reports		X
Submit compiled financial reporting	X	

Exhibit B – Fund Allocation Model

Jurisdiction	County	Population
Rogue River	Jackson	2,235
Central Point	Jackson	18,365
Butte Falls	Jackson	460
Eagle Point	Jackson	9,260
Gold Hill	Jackson	1,220
Jacksonville	Jackson	3,015
Shady Cove	Jackson	3,145
Cave Junction	Josephine	1,975
Net Eligible Population		39,675
Ask		\$ 150,000
Ask per capita		\$ 3.78
Award		\$ 150,000
Less: Admin (10%)		\$ (15,000)
Less: Base Award x	8	\$ (120,000)
Balance		\$ 15,000
Pro rata		
Rogue River	\$	15,845
Base		\$ 15,000
Population	6%	\$ 845
Central Point	\$	21,943
Base		\$ 15,000
Population	46%	\$ 6,943
Butte Falls	\$	15,174
Base		\$ 15,000
Population	1%	\$ 174
Eagle Point	\$	18,501
Base		\$ 15,000
Population	23%	\$ 3,501
Gold Hill	\$	15,461
Base		\$ 15,000
Population	3%	\$ 461
Jacksonville	\$	16,140
Base		\$ 15,000
Population	8%	\$ 1,140
Shady Cove	\$	16,189
Base		\$ 15,000
Population	8%	\$ 1,189
Cave Junction	\$	15,747
Base		\$ 15,000
Population	5%	\$ 747

Calculation

Base award is estimated at \$15,000. The balance of the remaining award is prorated based on eligible population.

Timeline

If an individual Jurisdiction does not spend their allocated funds within 30 days, funds will be returned to a general pool. The general pool of funding will be made available to Qualifying Businesses from all three (3) participating jurisdictions on a first-come-first-served basis.

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Appendix A – Administration Handbook

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SORED I CDBG Administrative Handbook Procedures and Policies

Effective 05/2020

DRAFT



**Southern Oregon Regional
Economic Development, Inc.**

Wildly Serious About Business

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DEFINITIONS

- CDBG**.....Community Development Block Grant.
- Grant**.....Funds that do not need to be repaid. Grants typically have reporting requirements.
- HUD**Housing and Urban Development
- IGA**Inter-governmental agreement. An agreement between multiple jurisdictions to provide specific goods or services.
- LMI**.....Low to moderate income. HUD determines applicable income limits on an annual basis for all Oregon counties and metropolitan statistical areas. Example for a 4 person family: Jackson County, \$52,100; Josephine County, \$49,600. Full limits here: https://www.huduser.gov/portal/datasets/il/il2020/select_Geography.odn.
- “Low income” means income equal to or less than 50 percent of the area median (adjusted by household size).
- “Moderate income” means income equal to or less than 80 percent of the area median (adjusted by household size).
- Loan**Funds that must be repaid over a specified period of time.
- Microenterprise**.....A business with 2-5 employees (including the owner).
- Small Business**A business with 6-20 employees (including the owner).

ROLES & RESPONSIBILITIES

Lead Jurisdictions

“Lead” jurisdictions have all the responsibilities of a standard jurisdiction *plus* additional distinctions and responsibilities.

The lead jurisdiction is the primary grant applicant. In this capacity, **the lead jurisdiction bears primary responsibility for the following:**

- Sign and execute all grant documentation
- Contract with subgrantee (SORED)
- Designate a Certifying Officer to sign off on any completed Environmental Review or exemptions from Environmental Review
 - The Certifying Officer must be a chief elected official or city/county board designated person
- Publish public notices
- Host public meetings
- Submit reimbursement requests
- Review and approve project documentation in a timely manner
- Review and certify a Project Completion Report
- Submit fiscal audit for grant fiscal year

All Jurisdictions

- Identify an official point of contact; ensure contact information remains current
- Execute intergovernmental agreements (IGAs) if applicable
- Provide requested information and documentation in a timely manner

Subgrantee (SORED)

As the subgrantee, SOREDI will:

Assist with the jurisdiction grant application.

- Collect all required information from participating jurisdictions
- Compile a complete application draft, circulate to participating jurisdictions for approval
- Coordinate application submission; communicate progress to participating jurisdictions

Manage the public grant application process.

- Create a uniform application
- Collect applications, review for completeness
- Rank/prioritize complete applications for funding using a scoring rubric
- Create and maintain borrower files

Administer the grant funds.

- Serve as central point of contact between jurisdictions and funding agency
- Report progress to jurisdictions.
 - Public application demographics and related data
 - Disbursement reporting (initial, semi-annual)
- Coordinate all grant activities
 - Schedule required public notice hearings
 - Disburse funds as directed and approved by lead jurisdictions
 - Ensure ongoing compliance with federal and state regulations
 - Monitor project(s) against budget
 - Complete and submit quarterly progress reports
 - Compile and submit annual microenterprise outcome reports
 - Complete and submit Final Section 3 Summary Forms
 - Complete and submit Economic Development Project Reports

SORED may provide, as requested:

- IGA assistance
- Public meeting notices (lead jurisdiction to publish)
- Public meeting facilitation
- Environmental data gathering and analysis
- Payment issuance to public grant recipients

PROCESS & ADMINISTRATION

Pre-Award: Jurisdiction Grant Application

Steps to completion:

1. Define a timeline.
2. Execute subgrantee agreement.
3. Develop draft IGA.
4. Jurisdictions submit required application materials (see Table A).
5. SOREDI will compile the necessary information and circulate a draft prior to submittal.
6. SOREDI will coordinate submission of the final application with the lead jurisdiction.

Business Eligibility

Only small business and microenterprise (<20 employees) are eligible to apply for grant assistance.

Businesses that are eligible to apply for funding must have fewer than 20 employees, be able to remain open and solvent for at least 6 months following fund disbursement, and at least 70% of funds must go to LMI populations. The intent of the program is to help businesses remain solvent and be ready/able to rebuild and/or reopen. Funds may be used for PPE suppliers, to support home health & quarantine providers, and to avoid job loss by providing short-term working capital that enables retention of LMI jobs.

Business Funding limits

Microenterprises are eligible for up to \$10,000.

Small businesses are eligible for \$2,500 per LMI employee.

Business Ineligible Uses

Funds cannot be used for:

- The same purpose as other federally-awarded funds (eg if PPP provided funds for rent, these funds could not be used for rent, but may be allowed for payroll)
- Businesses registered outside the participating jurisdiction
- Non-COVID19 related expenses

Table A - Required Jurisdiction Application Materials

Item	Lead Jurisdiction	All Jurisdictions
Proof of public hearing (notice, minutes)	X	
Copy of SAM registration	X	
Documentation of COVID19 impact on businesses		X
Brief description of local impact		X
Current map of jurisdiction boundaries		X
Small Business Estimates		
1. Number of small businesses assisted		
2. Amount of funding allocated to small businesses Estimated number of LMI jobs created		X
3. Number of LMI jobs created		
4. Number of LMI jobs retained		
Microenterprise Estimates		
1. Number of LMI microenterprises assisted		
2. Amount of funding allocated to small businesses 3. Number of LMI jobs created		X
4. Number of LMI jobs retained		

Post Award

Establish and execute IGA. The IGA will specify the lead applicant and the expectations for performance of all participating jurisdictions.

Timelines

Funds not expended by a specific jurisdiction within a pre-defined timeframe will be made available for use by other partner jurisdictions.

COMPLIANCE & REPORTING

Cross-Cutting Regulations

Accessibility

MBE/WBE

THIS SECTION UNDER CONSTRUCTION.

DRAFT

Appendix B – Public Application

DRAFT

CDBG SOUTHERN OREGON ASSISTANCE - APPLICATION & CHECKLIST

About

This grant is funded using money from the Community Development Block Grant (CDBG) Emergency Assistance program, administered by Housing and Urban Development (HUD), via Business Oregon.

This grant is intended for small businesses and/or microenterprises impacted by COVID19 with no other source of funding to maintain operations and low to moderate income ("LMI") employees. An award may have a duration of twelve months; employees on staff in each current wage bracket must remain stable for at least 6 months after fund award.

Contact

Southern Oregon Regional Economic Development, Inc. (SOREDI)

Contact: Colleen Padilla or Kim Young
Email: colleen@soredi.org or kim@soredi.org
Phone: 541-773-8946
Mailing: 1311 Barnett Road, Suite 301
Medford, OR 97504



Submittal

Applications are accepted on a rolling basis as long as funding is available. Submissions are accepted via mail and email. All submissions must include:

APPLICATION

- Business Information
- Project Eligibility
- Personnel Detail
- Narrative
- Financing
- Certification/Signature

ATTACHMENTS

- Grant Eligibility & Award Estimator (Appendix A)
- Financial Statements – 12 month projection
 - Use Sample 12 Month Budget (Appendix B) or your own form
- Financial Statements – Balance Sheet (dated within 30 days)
- Employee Roster
- Payroll Reports – prior 3 months
- Oregon Secretary of State (SOS) initial filing
- Oregon SOS Annual Report

Review and Award Notification

Applications are reviewed at least monthly. Applicants should expect a response from SOREDI within 45 days of initial submittal.

APPLICATION

****You are strongly encouraged to complete the Grant Eligibility & Award Estimator (Appendix A) prior to starting this application. ****

Business Information

Business Name

Applicant's Name, Title

Applicant's Phone Number

Applicant's Email Address

Business Physical Address (must match SOS filing)

Business Mailing Address (if different)

Business Website

Business Date Started

Requested Grant Amount

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Is this company a subsidiary or affiliate of another?

No.

Yes. Provide name and address of parent or affiliate:

Federal Tax ID Number

Federal Income Tax Status/Filing Type

Sole Proprietorship (IRS Form 1040 Schedule C)

Partnership (IRS Form 1065 w/Schedule K-1)

S Corporation (IRS Form 1120S)

C Corporation (IRS Form 1120)

Company Officers and Management Personnel

Name _____

Title _____

DRAFT

Project Eligibility

Has your business received any other government assistance for COVID? (example: Paycheck Protection Program, PPP)

"Other government assistance" is defined as including any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit or any other form of direct or indirect assistance from the Federal government, the State, or a unit of general local government, or any agency or instrumentality thereof, that is available, or is expected to be made available with respect to the project or activities.

Funds for this program come from the CDBG program. Section 312 of 42 USC 5121-5207 (the Stafford Disaster Relief and Emergency Assistance Act) prohibits any person, business concern, or entity from receiving "any part of such loss as which he has received financial assistance under any other program, insurance or any source."

- Yes. Stop here. If you have received or are participating in PPP, you may **not** request these funds if they will be used for the same purpose as your PPP funds. Contact SOREDI for guidance.
- No.

What is your business size?

- Small Business (6-20 employees)
- Microenterprise (2-5 employees)

What is the purpose of the requested funding? *Select all that apply.*

- Manufacture medical supplies necessary to respond to COVID19
 - Business Expansion
 - Job Creation
 - Job Retention
- Avoid Job Loss
- Short term working capital assistance
- Retention of jobs

Does the business provide "essential services" as defined by the Oregon Office of the Governor?

Further detail may be found in Executive Order 20-12, or at <https://govstatus.egov.com/or-covid-19>.

- No.
- Yes. Describe products/services offered, including area(s) served:

Personnel Detail

How many total staff do you typically have (including owner)?

How many total staff do you currently have (including owner)?

Current Staff: How many total staff do you have that receive a low-moderate annual income (LMI) wage?

The income limits (IL) for this category vary by location and can be found here:

<https://www.huduser.gov/portal/datasets/il.html>. Data used must be the most current (2020) and based on the registered business address.

Do you plan to increase the number of staff in the next 12 months?

No.

Yes. Describe:

Will this funding be used to help increase the number of staff within the next 12 months?

Note: If staffing levels are increased within the next 12 months, the ratio between non-LMI staff and LMI staff needs to remain at its current level.

No.

Yes. Describe:

If awarded, what method(s) will you use to retain and/or recruit LMI employees over the next 12 months?

Narrative

Describe the primary products/services of your company.

Describe your need for funding. If awarded, how would funds be used?

DRAFT

Financing

Other Financial Assistance Provided and/or Applied For

Detail any other COVID-related financial assistance and/or relief, on hand or applied for, that will be used in conjunction with this program.

Name of Agency City, State	Name of Program	Type of Assistance (loan, grant, etc)	Amount (Awarded or Requested)

Expected Sources and Uses of Funds

Identify the sources and uses of **all** assistance which have been or may be used in the project.

Source of Funds	Use of Funds

Other Financial Interests

Does your business have shareholders?

No.

Yes. Describe:

Does your business have any other financially interested parties?

Any financial involvement or pecuniary interest, including (but not limited to) situations in which an individual or entity has an equity interest in the project, shares in any profit or resale or any distribution of surplus cash or other assets of the project or receives compensation for any goods or services provided in connection with the project must be disclosed.

The following are not considered interested parties: local administrative staff, recipients of housing rehab assistance, and rehab contractors as long as the rehab agreement is between the property owner and the contractor.

No.

Yes. Describe:

Reporting Requirements

All applicants/grantees who have submitted initial disclosure reports are required to submit updated disclosure reports whenever **any** of the following instances occur:

- The applicant/grantee discovers that information was omitted from its initial report or any updated reports.
- Additional persons or entities can be identified as interested parties. These are persons or entities that did not have a pecuniary interest when the initial or last updated report was submitted.
- There is a change in the pecuniary interest of any person or entity that exceeds the amount of all previously disclosed interests by the lesser of \$50,000 or ten percent of such interest.
- There is a change in other government assistance that exceeds the amount of assistance that was previously disclosed.
- There is a change in the expected source of funds from a single source that exceeds the lesser of the amount previously disclosed for that source of funds by ten percent of the funds previously disclosed for that source.
- There is a change in the expected sources of funds from all sources previously disclosed that exceeds ten percent of the amounts previously disclosed from all sources of funds.
- There is a change in a single expected use of funds that exceeds ten percent of the previously disclosed uses for all funds.
- There is a change in the use of all funds that exceeds ten percent of the previously disclosed uses for all funds.
- Staffing levels are changed by more than 10% for a period of more than 30 days.
 - SOREDI must receive a copy of the any recruitment plans, including minimum qualifications for each position, expected duration of training, source of training, etc.
 - LMI ratios must be maintained at or above current levels.
- Staff occupational classifications, as defined by the U.S. Department of Labor Standard Occupational Classification System (<http://www.bls.gov/soc>), are changed.

All applicants/grantees who have submitted initial disclosure reports are required to submit updated disclosure reports **quarterly**, for 12 months following fund disbursement:

- Staff roster, including SOC codes
- Staff payroll reports for each of the preceding 3 months
- Monthly income statements
- Balance sheet

APPENDIX A

GRANT ELIGIBILITY AND AWARD ESTIMATOR

1. Is your business registered in Jackson or Josephine County?

No. Stop here. You are ineligible to apply for this funding opportunity. Please contact SOREDI for a referral to your local agency.

Yes. Continue to next question.

2. Is your business registered within the jurisdiction (city limits) of Ashland, Grants Pass, or Medford?

No. Continue to next question.

Yes. Stop here. You are ineligible to apply for this funding opportunity. Please contact SOREDI to discuss our other funding options.

3. Are you a microenterprise? (2-5 employees)

No. Continue to next question.

Yes. Stop here. You are eligible for up to \$10,000 to be used within the definitions of this program.

4. Are you a small business? (6-20 employees)

No. Stop here. You are ineligible to apply for this funding opportunity. Please contact SOREDI to discuss other funding options.

Yes. Continue to next question.

5. Do you have staff that earn less than low-moderate income (LMI) from their employment with you?

Example for a 4 person family: Jackson County, \$52,100; Josephine County, \$49,600.

Full limits here: https://www.huduser.gov/portal/datasets/il/il2020/select_Geography.odn.

No. Stop here. You are ineligible to apply for this funding opportunity. Please contact SOREDI to discuss other funding options.

Yes. Continue to next question.

6. How many LMI positions will you create/retain over at least the next 6 months?

_____ x \$2,500 = _____ Grant Amount

APPENDIX B

SAMPLE TWELVE MONTH BUDGET (P. 1 OF 2)

MONTHLY OPERATING PROJECTIONS	<i>Month 1</i>	<i>Month 2</i>	<i>Month 3</i>	<i>Month 4</i>	<i>Month 5</i>	<i>Month 6</i>
TOTAL SALES						
- Cost of Goods Sold						
= GROSS PROFIT						
OPERATING EXPENSES						
Officer Salaries						
Administrative Salaries						
Marketing Salaries						
Other Marketing Expenses						
Legal, Accounting, Insurance						
Rent						
Transportation						
Utilities						
Other/Miscellaneous						
Depreciation						
OPERATING PROFIT						
NON OPERATING EXPENSES						
Interest Expenses						
Income Taxes						

APPENDIX B

SAMPLE TWELVE MONTH BUDGET (P. 2 OF 2)

MONTHLY OPERATING PROJECTIONS	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
TOTAL SALES						
- Cost of Goods Sold						
= GROSS PROFIT						
OPERATING EXPENSES						
Officer Salaries						
Administrative Salaries						
Marketing Salaries						
Other Marketing Expenses						
Legal, Accounting, Insurance						
Rent						
Transportation						
Utilities						
Other/Miscellaneous						
Depreciation						
OPERATING PROFIT						
NON OPERATING EXPENSES						
Interest Expenses						
Income Taxes						

INTERGOVERNMENTAL AGREEMENT FOR SHADY COVE BRANCH LIBRARY

THIS INTERGOVERNMENTAL AGREEMENT FOR SHADY COVE BRANCH LIBRARY (hereinafter the "Agreement"), is entered into by and between JACKSON COUNTY, a political subdivision of the State of Oregon, (hereinafter "COUNTY"), the JACKSON COUNTY LIBRARY DISTRICT, a library district organized pursuant to Chapters 198 and 357 of the Oregon Revised Statutes (the "DISTRICT"), and the CITY OF SHADY COVE, a political subdivision of the State of Oregon (hereinafter "SHADY COVE") (collectively, the "Parties"). This Agreement is to be deemed effective as of July 1, 2020 (hereinafter the "Effective Date").

RECITALS

WHEREAS, the COUNTY has an undocumented ground lease from SHADY COVE for the portion of the real property identified on the County Assessor's maps as 34 1 W 10CD, Tax Lot 2000, on which the Shady Cove Branch Library building is located, for the operation of said branch library and for no other purpose (hereinafter the "Premises");

WHEREAS, the COUNTY and SHADY COVE are the original parties to Intergovernmental Agreement for Parking Spaces dated March 16, 2006 (hereinafter "Parking Space Agreement") which permitted the construction of and subsequent use by the County for library purposes of 11 parking spaces in the parking lot adjacent to the Shady Cove Branch Library (hereinafter the "Parking Lot");

WHEREAS the COUNTY and SHADY COVE are also the original parties to the Intergovernmental Agreement for Shared Water Services dated June 27, 2007 which created a shared responsibility for the use and maintenance of the well and waterline located on Premises by the County and the City (hereinafter the "Well and Waterline Agreement");

WHEREAS the COUNTY and SHADY COVE are also the original parties to the Maintenance Governmental Agreement dated July 17, 2013 which created a shared responsibility for the maintenance of the Parking Lot by the County and the City (hereinafter the "Parking Lot Maintenance Agreement");

WHEREAS, the COUNTY leases the Premises to the DISTRICT, as authorized by Amendment No. 1 to the Intergovernmental Agreement Dated March 16, 2006 with City of Shady Cove and pursuant to the Intergovernmental Agreement Between Jackson County and Jackson County Library District for Lease and Sublease of Library Facilities and Property (hereinafter the "County IGA");

WHEREAS the County IGA terminates on June 30, 2020;

WHEREAS the County desires to transfer all of its property interests in the Premises and in the buildings, facilities, and improvements that comprise the Shady Cove Branch Library to the DISTRICT and terminate its ground lease for the Premises, obligations under the Parking Space Agreement, obligations under the Well and Waterline Agreement, and obligations under the Maintenance Agreement;

WHEREAS the DISTRICT desires to assume all library-related property interests from the COUNTY;

WHEREAS the DISTRICT desires to enter into an agreement with SHADY COVE for a continued ground lease for the Premises, shared use and maintenance of the Parking Lot, and shared use and maintenance of the well and waterline to be effective as of July 1, 2020; and

WHEREAS SHADY COVE desires for library operations to continue at the Shady Cove Branch Library and therefore desires to consent to the COUNTY terminating its obligations to SHADY COVE and to the DISTRICT assuming all such obligations as outlined in this Agreement.

NOW THEREFORE, in consideration of mutual promises set forth in this Agreement, the Parties agree as follows:

1. The DISTRICT hereby agrees to:

A. Enter into the Intergovernmental Agreement for Ground Lease and Shared Use of Parking Lot, Well, and Waterline in the form attached hereto as **Exhibit A**, by which the District effectively assumes all existing obligations of the County with respect to the Premises, parking lot, well, and waterline;

2. In consideration for the agreements of the DISTRICT, above, SHADY COVE hereby agrees to:

A. Enter into the Intergovernmental Agreement for Ground Lease and Shared Use of Parking Lot, Well, and Waterline in the form attached hereto as **Exhibit A**; and

B. Consent to the transfer of all rights, title, and interest in the buildings, facilities, and improvements comprising the Shady Cove Branch Library to the District and to the termination of the existing ground lease for the Premises with the COUNTY, the Parking Space Agreement, the Parking Lot Maintenance Agreement, and the Well and Waterline Agreement, and to release the COUNTY from any and all claims, demands, liabilities, and obligations under their respective terms.

3. In consideration for the agreements of the DISTRICT and SHADY COVE, above, the COUNTY hereby agrees to:

A. Consent to the termination of the existing ground lease for the Premises with SHADY COVE, the Parking Space Agreement, the Parking Lot Maintenance Agreement, and the Well and Waterline Agreement, and to release SHADY COVE from any and all claims, demands, liabilities, and obligations under their respective terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement with the intent that it be effective as of the Effective Date notwithstanding the actual date of signing or delivery of this Agreement.

JACKSON COUNTY

**JACKSON COUNTY LIBRARY
DISTRICT**

By: _____
Danny Jordan,
Jackson County Administrator

By: _____
Susan Kiefer, President

Dated: _____

Dated: _____

Approved as to Legal Sufficiency:

Approved as to Legal Sufficiency:

By:

By: Jacquelyn Bunick, District Counsel

CITY OF SHADY COVE

By: _____
Tom Corrigan, City Manager

Dated: _____

Approved as to Legal Sufficiency:

By: Mark Bartholomew, City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR GROUND LEASE
AND SHARED USE OF PARKING LOT, WELL, AND WATERLINE**

THIS INTERGOVERNMENTAL AGREEMENT FOR GROUND LEASE AND SHARED USE OF PARKING LOT, WELL, AND WATERLINE (the “Agreement”), is entered into by and between the CITY OF SHADY COVE (the “City”) and the JACKSON COUNTY LIBRARY DISTRICT, a library district organized under Chapters 198 and 357 of the Oregon Revised Statutes (the “District), and is effective as of July 1, 2020 (the “Effective Date”).

RECITALS

WHEREAS, the City is the owner of certain real property identified on the Jackson County Assessor’s maps as 34 1 W 10 CD, Tax Lot 2000, located within the City (the “Property”).

WHEREAS, since June of 2014, the District has operated the Shady Cove Branch Library, which is located on a portion of the Property, as more clearly depicted on the attached **Exhibit A**, and incorporated herein by this reference (the “Premises”);

WHEREAS, effective on July 1, 2020, the District shall be the owner of the buildings, facilities, and improvements that comprise the Shady Cove Branch Library, which is located on the Premises;

WHEREAS, pursuant to the Intergovernmental Agreement for Shady Cove Branch Library entered into among Jackson County, the District, and the City, the parties intend this agreement to replace the following: (i) the undocumented ground lease for use of the Premises between Jackson County and the City; (ii) the Intergovernmental Agreement for Parking Spaces dated March 16, 2006, which permitted the construction of and subsequent use by Jackson County for library purposes of 11 parking spaces in the parking lot adjacent to the Shady Cove Branch Library (hereinafter the “Parking Lot”); (iii) the Intergovernmental Agreement for Shared Water Services dated June 27, 2007, which created a shared responsibility for the use and maintenance of the well and waterline located on Premises by Jackson County and the City; and (iv) the Maintenance Governmental Agreement dated July 17, 2013, which created a shared responsibility for the maintenance of the Parking Lot by Jackson County and the City;

WHEREAS, the District and the City desire to enter into this agreement for the continued ground lease of the Premises, shared use and maintenance of the Parking Lot, and shared use and maintenance of the well and waterline to be effective as of July 1, 2020;

WHEREAS, ORS 190.010 allows a unit of local government to enter into a written agreement with any other unit of local government for the performance of any function and/or activity the local government has the authority to perform. Therefore, the District and City are jointly authorized to enter into such an agreement pursuant to Chapter 190 of the Oregon Revised Statutes;

WHEREAS, the parties desire to enter into an intergovernmental agreement pursuant to ORS Chapter 190 in order to provide for the District’s continued operation of the Shady Cove Branch Library. The City hereby certifies that it meets the above eligibility criteria for such

cooperation with the District, and the District hereby certifies that it meets the above eligibility criteria for such cooperation with the City;

WHEREAS, the parties agree that the District will lease the Premises and share in use and maintenance of the Parking Lot, well, and waterline as set forth in this Agreement; and

WHEREAS, as a result of this Agreement, any unit of local government, consolidated department, intergovernmental entity or administrative officers designated herein to perform specified functions or activities is vested with all powers, rights, and duties relating to those functions and activities that are vested by law in each party to the Agreement, its officers, agencies, and designated representatives.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by the District and City as follows:

AGREEMENT

Section 1 – Leased Premises

1.1 Agreement to Lease and Description. The City leases to the District and the District leases from the City the Premises, together with all improvements thereon which are owned by the City, including but not limited to roadways and rights-of-way, sidewalks, parking areas, driveways, landscaping, fencing, infrastructure and signs (collectively, “Improvements”). As used herein, “Premises” shall include the land together with all City-owned Improvements thereon.

Section 2 – Shared Use of Parking Lot, Well, and Waterline

2.1 Shared Use of Parking Lot. The City shall permit users of the Shady Cove Branch Library to use the Parking Lot, adjacent to the Premises.

2.2 Shared Use of Well and Waterline. The Premises is provided with municipal water from a well and waterline system, the use of which is shared with the City as the well and waterline also provide water to City-owned buildings. The District shall have the right to use the existing shared well and waterline system to receive municipal water at the Premises.

Section 3 – Term

This Agreement shall be binding upon the parties as of the Effective Date. The term of this Agreement (“Term”) shall commence on the Effective Date and shall continue, unless the Agreement is sooner terminated, until June 30, 2043 (the “Expiration Date”).

Section 4 – Rent for Ground Lease

The District shall pay as rent for the leased Premises throughout the Term the sum of One Dollar (\$1.00) per year. It is expressly agreed that the rent payable by the District as a public body has been established to reflect the savings below market rent resulting from the exemption

from taxation. Any condemnation or default rental valuation shall presume payment by the District of a fair market rental for the leased Premises.

Section 5 – Uses of the Premises by the District

5.1 Permitted Activities. The District's use of the leased Premises shall be limited to operating a county branch library. As used herein, the term "county branch library" includes all activities generally associated with a public library, both as of the Effective Date as well as at all times during the Term, and includes but is not limited to the storage, collection, display, circulation and care of books, periodicals, documents, photographs, films, musical scores, musical recordings, and all forms of electronic data, for use by the general public, as well the facilitation of programming (e.g., book talks, story times, lectures, etc.). Notwithstanding the foregoing, the District may also allow outside organizations to use the library facilities (e.g., meeting room use) and may require the payment of rent and/or fees for such use in order to cover additional costs of maintenance and personnel to monitor building use. The District agrees not to use the Premises for any unauthorized purpose nor to engage in or permit any unauthorized activity within or from the Premises.

5.2 Signs. The District shall not erect, install, nor permit upon the Premises any sign or other advertising device without first having obtained the written consent of the City.

5.3 Restrictions on Use. The District's activities on, or use or possession of, the Premises, must comply with all applicable laws, ordinances, codes, rules and regulations of the State of Oregon, Jackson County, and the City, as they now exist or may be amended from time to time.

5.4 Hazardous Substances. As used herein, "Hazardous Substances" shall be interpreted in the broadest sense to include any and all substances, emissions, pollutants, materials, or products defined or designed as hazardous, toxic, radioactive, dangerous, or regulated wastes or materials or any other similar term in or under any environmental law. The District shall not cause or permit any Hazardous Substances to be spilled, leaked, disposed of, or otherwise released on or under the Premises. The District may use or otherwise handle on the Premises only those Hazardous Substances typically used in or sold in the prudent or safe operation of a public library. The District may store such hazardous substances on the Premises only in quantities necessary to satisfy the District's reasonably anticipated needs. The District shall comply with all environmental laws, including federal, state, or local statutes, regulations, or ordinances, and shall exercise the highest degree of care in the use, handling, and storage of Hazardous Substances. The District shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon expiration or termination of this lease, the District shall remove all Hazardous Substances.

Section 6 – Obligations of District with Respect to Leased Premises.

6.1 Net Lease. The District, at its sole expense, shall be responsible for the development, maintenance, repair, and operation of the branch library on the Premises and all other facilities and improvements to the Premises.

6.2 Condition of Premises. The District accepts the Premises in their present condition, as is and where is, subject to and including all defects, latent and patent, with the exception of

hazardous substances preexisting the effective date of this Agreement. The District shall maintain the Premises in good order, condition, and repair throughout the entire term.

6.3 Utilities and Services. The District shall assume and pay for all costs of, or charges for, utility services furnished to the District during the Term. The District shall provide, at its own cost and expense, all heating/cooling, electrical, water, sewer, and janitorial services, and all other services necessary to maintain and operate the Premises.

6.4 Alterations. The District shall not perform any construction upon the Premises nor modify, alter, or remove any permanent capital improvements lying within the Premises without prior written approval of the City, which shall not be unreasonably withheld. The District, at its sole expense, shall be responsible for the design and maintenance of the Premises so as to minimize the danger of fire and ensure an attractive site and environment for the library.

6.5 Liens. The District shall have no power to do any action to make any contract that may create or be the foundation for any lien, mortgage, or other encumbrance on any interest of the City in the Premises.

6.6 Indemnification – Leased Premises. The District, at its sole expense, shall be responsible for any and all matters relating to the Premises, excluding those relating directly to the use of the shared Parking Lot, well, or waterline, and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, losses, or liabilities arising out of or related to any activity on the Premises.

6.7 Taxes. The District agrees to pay all lawful taxes and assessments which may, during the Term hereof, or any extension as provided for herein, become a lien or which may be levied by any tax levying body, upon the Premises or upon any taxable interest by the District acquired by this lease of the Premises, or any taxable possessory right which the District may have on the Premises of facilities hereby leased by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, leased or owned by the District in or on said Premises. Upon any termination of tenancy, all taxes then levied, or a lien on any of said property or taxable interest therein, shall be paid in full, without proration by the District, forthwith, or as soon as a statement thereof has been issued by the tax collector, if the termination occurs during the interval between attachment of the lien and issuance of the statement.

6.8 Condemnation. If all of the Premises are condemned by the right of eminent domain, or if such portion of the Premises are condemned that the portion remaining is not sufficient and suitable in the District's sole judgment for continued use as a public library, then this Agreement shall cease and terminate as of the date on which the condemning authority takes possession. If this Agreement terminates as a result of the condemnation, the total award or awards as just compensation for the condemnation shall be paid as follows:

6.8.1 The City shall have the right to and be entitled to receive directly from the condemning authority, in its entirety, that portion of the award which is defined and referred to as the "Land Award," and the District shall not be entitled to receive any part of the Land Award. The Land Award shall mean the portion of the award in condemnation proceedings that represents the fair market value of the land considered as vacant,

unimproved but encumbered by this lease, the consequential damages to any part of the Land that may not be taken, the diminution of the value of the Land not so taken and all other elements and factors of damage to the land, but in all events such damage or valuation shall take into consideration that the land is encumbered by this Lease and presume payment by the Lessee of a fair market rental for the Premises.

6.8.2 The District shall have the right to and shall be entitled to receive directly from the condemning authority that portion of the award referred to as the "Leasehold Award." The Leasehold Award shall mean that portion of the award in condemnation proceedings that represents the fair market value of the Lessee's leasehold estate as so taken and, provided this Lease is not terminated as a result of such condemnation or taking, the consequential damages to any improvements owned by the District on the Premises.

6.8.3 It is the intention of the parties that the Land Award and the Leasehold Award will equal the total amount of the awards from a taking by condemnation.

Section 7 – Agreement for Use and Shared Maintenance of Parking Lot.

7.1 Definitions.

7.1.1 Maintenance of the Parking Lot. As used herein, "maintenance of the Parking Lot" includes maintenance and repair of the entire Parking Lot surface, striping, and tire stops in a usable form, but does not include any repair, maintenance, or installation of landscaping, sidewalks, lighting or storm drains, or any activity or construction which adds to the value of the parking lot or adapts the parking lot to a different use.

7.1.2 Cost of the Maintenance. As used herein, "cost of the maintenance" shall be only the actual cost paid by the City for the maintenance and shall not include any overhead or administrative costs incurred by the City or create any profit for the City.

7.2 Shared Parking Lot. The City shall allow users of the Shady Cove Branch Library the use of any portion of the Parking Lot for library business during regular library business hours, with the exception of posted Police and City Hall visitor parking. The City shall not charge library users a fee for use of the Parking Lot.

7.3 City to Manage Parking Lot. Except as limited by Section 7.2, above, the City shall be responsible for managing and administering use of the Parking Lot.

7.4 Shared Maintenance of Parking Lot. The City shall provide all necessary maintenance of the Parking Lot.

7.5 Responsibility for Cost of the Maintenance. If the District and the City agree that maintenance of the Parking Lot is necessary, each party shall be responsible for 50% of the cost of the maintenance.

7.6 Invoice. The City shall provide the District with an invoice documenting the actual cost of the maintenance for any agreed-upon maintenance of the Parking Lot.

7.7 Responsibility for Damage. Should the actions of an employee, agent, or contractor of either party damage the Parking Lot, including the landscaping, sidewalks, lighting or storm drains, that party shall promptly repair the damage and be solely responsible for said repair in its entirety.

7.8 Substantial Damage/Destruction. In the event of substantial damage or destruction of the Parking Lot such that the cost of the necessary maintenance or repair exceeds 50% of the value of the Parking Lot before the damage or destruction, should the cost to repair the Parking Lot exceed the amount of property insurance proceeds, the District shall be responsible for 18.3% of the remaining repair costs, and the City shall be responsible for 81.7% of the remaining repair costs.

Section 8 – Agreement for Maintenance of Shared Well and Waterline

8.1 Definitions.

8.1.1 Maintenance of the Well. As used herein, “maintenance of the well” includes necessary maintenance and repair of the existing well, including the well house structures.

8.1.2 Waterline Maintenance. As used herein, “waterline maintenance” shall only include necessary maintenance and repairs of the waterline.

8.1.3 Library Waterline. As used herein, “library waterline” shall refer to the portion of the existing waterline which exclusively benefits the library building.

8.1.4 Maintenance Services to the Well. As used herein, “maintenance services to the well” shall mean services to the well or well components that are generally necessary to maintain the safe and efficient use of the well, including but not limited to water inspections, water treatments, and any structural repairs or upgrades to the well house. It is contemplated that maintenance of the well, as defined above, shall not be included in the definition of maintenance services to the well.

8.1.5 Cost of the Maintenance. As used herein, “cost of the maintenance” shall be only the actual cost paid by the City for maintenance of the well and/or waterline maintenance and shall not include any overhead or administrative costs incurred by the City or create any profit for the City.

8.2 Shared Well and Waterline. The City shall allow the District to access and share use of the existing well and waterline on the City-owned property adjacent to the Premises.

8.3 Maintenance of Well and Waterline. The City shall provide all necessary maintenance service to the well, maintenance of the well, and maintenance of the waterline. Maintenance of the well and maintenance of the waterline shall be performed when the District and the City agree such maintenance is necessary. Maintenance services to the well shall be provided by the City on a schedule that is generally advisable by well water maintenance professionals.

8.4 Responsibility for Cost of Maintenance Services to the Well. The City shall be fully responsible for the costs incurred in providing all maintenance services to the well. The City shall provide maintenance services to the well on a schedule that is generally advisable by well water maintenance professionals.

8.5 Responsibility for Cost of Maintenance to Well. If the District and the City agree that maintenance of the well is necessary, each party shall be responsible for 50% of the cost of the maintenance.

8.6 Responsibility for Cost of Maintenance to Library Waterline. If the District and the City agree that waterline maintenance is necessary for the library waterline, the District shall be responsible for 50% of the cost of the maintenance.

8.7 Responsibility for Maintenance of Waterline to City Hall. Except as provided in Section 8.6, above, the City shall be solely responsible for the cost of maintenance for waterline maintenance on any portions of the waterline which exclusively benefit City Hall.

8.8 Responsibility for Damage. Should the actions of an employee, agent, or contractor of either party damage the well, well house, or any portion of the waterline, that party shall promptly repair the damage and be solely responsible for said repair in its entirety.

8.9 Substantial Damage/Destruction. In the event of substantial damage or destruction of the well and/or waterline such that the cost of the necessary maintenance or repair exceeds 50% of the value of the well and/or waterline before the damage or destruction, should the cost to repair the well and/or waterline exceed the amount of property insurance proceeds, the District shall be responsible for 50% of the remaining repair costs for the well and 50% of all remaining repair costs that can be attributed to repair of the library waterline. The City shall be responsible for all other remaining repair costs.

Section 9 – Dispute as to Necessity of Maintenance of the Parking Lot, Well, or Waterline

Should the parties fail to agree on whether maintenance of the Parking Lot, well, or waterline is necessary, they shall first attempt to resolve the disagreement to their mutual satisfaction within a reasonable amount of time. In the event the parties cannot reach an agreement, they may, but are not required to, engage in mediation with a mediator residing in Jackson County. In the event mediation takes place, each party shall pay its own attorney fees and share evenly the cost of the mediator's expense.

Section 10 – Audit and Inspections

In addition to the requirements set forth herein, the records relating to matters covered by this Agreement are subject to the inspection, review, or audit of either party at the request of either party, and at the expense of the requesting party, during the Term and for three years after termination or expiration. Such records will be made available to a requesting party during regular business hours of the party holding the records and within a reasonable period after the request.

Section 11 – Termination

11.1 Expiration. This Agreement shall expire at the end of the Term, unless sooner terminated as provided for herein, and the District shall have no further rights, interest, or privileges hereby granted by this Agreement or otherwise claimed.

11.2 Mutual Consent. This Agreement may be terminated at any time by mutual consent of both parties.

11.3 For Cause. The District may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to the City, or at such later date as may be established by the District, under any of the following conditions:

i. If District funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the continued operation of the Shady Cove Branch Library;

ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that this Agreement is no longer allowable or appropriate or the provision of library services is no longer eligible for the funding utilized by the District to provide library services at the Shady Cove Branch Library; or

iii. The District may also terminate this lease in the event the Premises becomes uninhabitable through no fault of the District and the District lacks sufficient funds to make the Premises habitable. In such an event, the District shall provide the City with 180 days' advance notice from when it deems the Premises uninhabitable. In the event of such a termination, the District shall have no further liability to the City.

11.4. For Default or Breach. Either party may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, the party seeking termination shall give to the other party thirty days' (30) advance written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within thirty (30) days of the date of the notice, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice. In the event the breach is of such nature that it cannot be reasonably cured within 30 days, the breaching party shall have a reasonable amount of time to cure. Written notice to the parties shall be made in accordance with Section 16, herein. The rights and remedies of the District provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law, or in equity, or under this Agreement.

11.5. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to Section 11.1, 11.2, 11.3, and 11.4, above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification.

Section 12 – Title to Improvements

12.1 Interest During Term of Agreement. All buildings, improvements, and facilities, exclusive of trade fixtures, existing upon execution of this Agreement or subsequently constructed or placed within the leased Premises by the District must, upon completion, be free and clear of

all liens, claims, or liability for labor or material and at the City's option shall be the property of the City at the expiration of this Agreement or upon earlier termination hereof.

12.2 Interest Upon Termination. Upon termination of this Agreement for any reason, including but not limited to termination because of default by the District, title to all buildings, improvements, and facilities, exclusive of trade fixtures, shall automatically pass to, vest in and belong to the City, without further action on the part of either party and without cost or charge to the City.

12.3 Right to Re-Enter Premises. The District agrees to yield and peaceably deliver possession of the Premises to the City on the date of termination of this Lease, whatsoever the reason for such termination.

12.4 Holdover. In the event the District remains in possession of the Premises after the expiration of the Term, without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Agreement but shall create only a tenancy from month to month which may be terminated at any time by the District or the City upon 30 days' written notice.

Section 13 – Limitation of Liability and Indemnification.

13.1 Limitation of Liability. Both parties agree that each party shall not be subject to claim, action, or liability arising in any manner whatsoever out of any act or omission, interruption, or cessation of services by the other party under this Agreement. Neither party shall be liable or responsible for any direct, indirect, special, or consequential damages sustained by the other party to this Agreement, including but not limited to delay or interruption of business activities that may result in any manner whatsoever from any act or omission, interruption, or cessation of services.

13.2 Indemnification with Respect to Lease of Premises. With respect only to the District's lease of the Premises, the District hereby agrees that the City shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of the District, its agents or employees, or third persons, from any cause or causes whatsoever while upon the Premises or any part hereof during the Term of this Agreement or occasioned by any occupancy or use of the Premises or any activity carried on by the District in connection therewith, and the District hereby covenants and agrees to indemnify and save harmless the City from all liabilities, charges, expenses (including attorney fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses, however occurring, or damages growing out of the same.

13.3 Indemnification with Respect to Shared Use and Maintenance of Parking Lot, Well, and Waterline. The following provisions apply to any and all claims, actions, suits, liability, loss, costs, expenses, or damages resulting from the terms in this Agreement pertaining to the shared use of the Parking Lot, well, and/or waterline.

13.3.1 District's Indemnification. The District shall indemnify and hold harmless the City, its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature which are caused by or result from negligent action or omission of the District, its officers, agents, and employees in performing District obligations under this Agreement with respect to the shared use and

maintenance of the Parking Lot, well, and waterline. In the event that any suit based on such a claim, action, loss, or damage is brought against the City, the District shall defend the same at its sole cost and expense, provided that the City retains the right to participate in such suit if any principle of governmental or public laws is involved; and if final judgment is rendered against the City, its agent, officers, or employees, or jointly against the District and the City, or their respective agents, officers, and employees, the District shall satisfy the judgment.

13.3.2 City's Indemnification. The City shall indemnify and hold harmless the District, its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature which are caused by or result from negligent action or omission of the City, its officers, agents, and employees in performing City obligations under this Agreement with respect to the shared use and maintenance of the Parking Lot, well, and waterline. In the event that any suit based on such a claim, action, loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense, provided that the District retains the right to participate in such suit if any principle of governmental or public laws is involved; and if final judgment is rendered against the District, its agent, officers, or employees, or jointly against the City and the District, or their respective agents, officers, and employees, the City shall satisfy the judgment.

Section 14 - Insurance

14.1 District Insurance.

14.1.1 General Liability. The District, at its sole expense, shall maintain at all times during the Term comprehensive general liability insurance in respect of the Premises and the conduct or operation of library business on the Premises, naming the City as an additional insured with \$2,000,000 minimum combined single-limit coverage, or its equivalent. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified, the parties shall increase the coverage to the statutory limit for such claims and increase the aggregate coverage to twice the amount of the statutory limit.

14.1.2 Additional Insurance for Shared Parking Lot. The District, at its sole expense, shall keep in force adequate liability insurance covering the City for claims resulting from use of the Parking Lot by library users under this Agreement, with limits of not less than the Tort Claims Limits in ORS 30.260 et. seq. The District may self-insure for such risks pursuant to applicable state law.

14.2 City Insurance.

14.2.1 General Liability. The City, at its sole expense, shall maintain at all times during the Term comprehensive general liability insurance in respect of the Premises, naming the District as an additional insured with \$2,000,000 minimum combined single-limit coverage, or its equivalent. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined

single limit coverage requirements specified, the parties shall increase the coverage to the statutory limit for such claims and increase the aggregate coverage to twice the amount of the statutory limit.

14.2.2 Additional Insurance for Shared Parking Lot. The City, at its sole expense, shall keep in force adequate liability insurance covering the District for claims resulting from use of the Parking Lot by library users under this Agreement, with limits of not less than the Tort Claims Limits in ORS 30.260 et. seq. The City may self-insure for such risks pursuant to applicable state law.

14.3 Requirement to Renew. The parties agree that the nature and level of insurance provided for above is appropriate as of the Effective Date of the Lease. The parties shall agree to review the insurance provision at least once every five years to ensure that they continue to be appropriate, given then-current circumstances and governmental standards.

Section 15 - Compliance with Law

The District and the City shall comply with all federal, state and local laws and ordinances as applicable to this Agreement. Failure to comply with such requirements shall constitute a breach of this Agreement and shall be grounds for termination. Without limiting the generality of the foregoing, the City and the District expressly agree to comply with the following as applicable: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A, as amended; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The respective performance by each party under the Agreement is conditioned upon the other party's compliance with the provisions of ORS Chapter 279A, B, and C, which are incorporated by reference herein.

Section 16 – Notice

Whenever notice is required or permitted to be given under this Agreement, such notice must be given in writing by personal delivery or mail, at the addresses provided below, unless some other means or method of notice is required by law. Each party will notify the other of any change of address.

IF TO THE DISTRICT:
Jackson County Library District
Attn: Library Director
205 South Central Avenue
Medford, Oregon 97501

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//

IF TO THE CITY:
City of Shady Cove
Attn: City Administrator
Tom Corrigan
22451 Hwy 62
Shady Cove, OR 97539

Section 17 – Funds Available and Authorized

The District and the City have sufficient funds available and authorized for expenditure to finance the costs of this Agreement within their respective fiscal year budgets.

Section 18 – Miscellaneous

18.1 Jurisdiction and Venue. This Agreement has been made, and shall be construed, in accordance with the laws of the State of Oregon. The City and the District agree that any suit or action pertaining to the enforcement of the terms of this Lease shall be filed or brought in Jackson County, Oregon.

18.2 Successors. This Agreement shall be binding and inure to the benefit of any successor or assign of the City and/or any successor or assign of the District.

18.3 Headings. The section and subsection headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

18.4 Attorney Fees. In any action or arbitration brought by the other party under this Agreement, the prevailing party shall be entitled to recover interest, costs, and reasonable attorney fees, as set by the court or arbitrator, or if on appeal, by the appellate court.

18.5 Force Majeure. Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, pandemic, or other events beyond the control of the other or the other's officers, employees or agents.

18.6 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effective and shall in no way be affected, impaired, or invalidated thereby.

18.7 Non-Waiver. The failure of either party to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of this Agreement thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of the Agreement. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

18.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one instrument.

18.9 Entire Agreement. This Agreement represents the entire agreement between the parties related to the lease of the Premises and shared use and maintenance of the Parking Lot, well, and waterline and shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto with respect to such leasing. Any modifications, changes, additions, or deletions to this Agreement must be approved by the parties in writing and attached and incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the parties or their duly-authorized representatives have executed this Agreement with the intent that it be effective as of July 1, 2020, notwithstanding the actual date of signing or delivery of this Agreement.

CITY OF SHADY COVE

**JACKSON COUNTY LIBRARY
DISTRICT**

By: _____
Tom Corrigan, City Administrator

By: _____
Susan Kiefer, President

Dated: _____

Dated: _____

Approved as to Legal Sufficiency:

Approved as to Legal Sufficiency:

By: _____
Mark Bartholomew

By: _____
Jacquelyn Bunick, District Counsel



Mayor
Lena Richardson

Councilors
Steve Mitchell
Dick McGregor
Shari Tarvin
Hank Hohenstein

June 8, 2020

The Honorable Kate Brown
Governor of the State of Oregon
State Capitol Building
900 Court Street NE, Suite 254
Salem, OR 97301-4047

Dear Governor Brown,

As Mayor of Shady Cove, Oregon, I am contacting you regarding the distribution of CARES Act relief funds to small cities. Shady Cove is located on the Rogue River in southwest Oregon and our population is just over 3,100. Like many small towns in the state, employment in this area was once reliant upon the forests and the lumber industry but in recent decades, income is derived primarily from the tourist industry. In addition to fishing, rafting, hiking and other outdoor recreation, our small businesses rely upon tourists traveling on State Highway 62 to Crater Lake, Diamond Lake, and other recreational destinations in the Upper Rogue area and Central Oregon. In 2018, the extremely poor air quality from forest fires caused some of our tourist-based businesses to have to close their doors. This year, the effects of COVID-19 could deliver the deadly blow to other small businesses in Shady Cove that rely on the tourist season for their yearly operating income.

- With restrictions on travel, our river guides, rafting businesses, and shops that supply the gear for those activities have drastically lower sales.
- Motels and restaurants are struggling to keep their businesses open with restrictions on capacity and travel.
- A small florist and gift shop business struggling to operate while carefully observing social-distancing requirements has experienced severely reduced income during Easter and Mothers' Day, usually two of the busiest holidays.
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"The City of Shady Cove is an equal opportunity provider."

22451 Highway 62 ♦ PO Box 1210 ♦ Shady Cove, OR 97539 ♦ (541) 878-2225 ♦ FAX: (541) 878-2226

E-Mail: LRichardson@shadycove.org ♦ Web Site: www.shadycove.org

Two organizations in Shady Cove operate food pantries where low-income citizens regularly and in emergencies can receive food. The Upper Rogue Community Center sponsors an Access food delivery event weekly and the number of clients has increased for both the regular food delivery and for emergency help. St. Martin's Episcopal Church has increased their regular schedule from monthly to weekly. Other organizations such as Gleaners have traditionally donated their excess food but that has been greatly reduced because of increased demand in all areas where people have lost their jobs. Therefore St. Martin's has been forced to buy much larger amounts of food to meet the demands of food insecurity.

Larger cities with larger budgets have been able to provide grant money to struggling businesses and social programs. However, Shady Cove has one of the lowest property tax bases in Oregon and is forced to rely on state subventions and City fees including those related to the tourist industry. Therefore, we have been unable to provide any direct help to our small businesses and charitable organizations that are struggling to survive the current health disaster.

Senior citizens make up about a third of the populations of Shady Cove and free school lunches are provided to all the students at the Shady Cove School because of the high percentage of children who come from homes with very low income. The need to provide help to the very old and the very young has only been exacerbated by the fallout from the pandemic. Layered onto those basic needs, we have business closures and job losses that resulted in additional needs from citizens who can no longer maintain their source of income.

Shady Cove and other small cities in Oregon desperately need the resources to help their citizens to survive this emergency and restore their livelihoods.

Respectfully submitted,



Lena Richardson
Mayor of Shady Cove

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Mayor
Lena Richardson

Councilors
Steve Mitchell
Dick McGregor
Shari Tarvin
Hank Hohenstein

June 8, 2020

Senator Peter Courtney
State Capitol Building
900 Court Street NE, Suite 201
Salem, OR 97301-4047

Dear Senator Courtney,

As Mayor of Shady Cove, Oregon, I am contacting you regarding the distribution of CARES Act relief funds to small cities. Shady Cove is located on the Rogue River in southwest Oregon and our population is just over 3,100. Like many small towns in the state, employment in this area was once reliant upon the forests and the lumber industry but in recent decades, income is derived primarily from the tourist industry. In addition to fishing, rafting, hiking and other outdoor recreation, our small businesses rely upon tourists traveling on State Highway 62 to Crater Lake, Diamond Lake, and other recreational destinations in the Upper Rogue area and Central Oregon. In 2018, the extremely poor air quality from forest fires caused some of our tourist-based businesses to have to close their doors. This year, the effects of COVID-19 could deliver the deadly blow to other small businesses in Shady Cove that rely on the tourist season for their yearly operating income.

- With restrictions on travel, our river guides, rafting businesses, and shops that supply the gear for those activities have drastically lower sales.
- Motels and restaurants are struggling to keep their businesses open with restrictions on capacity and travel.
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Councilors
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Hank Hohenstein

June 8, 2020

Representative Tina Kotek
State Capitol Building
900 Court Street NE, Suite 269
Salem, OR 97301-4047

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