

**~~AMENDMENT TO THE~~ AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION OF THE DOWNTOWN ADVISORY BOARD**

This INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is entered into between the City of Salem, an Oregon municipal corporation (the City), and the Urban Renewal Agency for the City of Salem, an Oregon quasi-municipal corporation (the Agency).

RECITALS:

(a) The Agency is a public body, corporate and politic, duly activated by the City Council, exercising its powers to engage in urban renewal activity as authorized by ORS Chapter 457.

(b) The Agency has developed certain Urban Renewal Plans (the Plans), as defined by ORS 457.010(16), which have been approved by the City, pursuant to ORS 457.095, and has engaged in, and will be engaging in, redevelopment activities to carry out those Plans.

(c) On May 5, 1975, the Agency created, and adopted the Riverfront Downtown Urban Renewal Area Plan (RDURP), **which has been subsequently** as amended, ~~October 11, 1976, July 5, 1977, January 23, 1978, September 11, 1984, April 14, 1986, February 16, 1988, September 3, 1991, November 9, 1993, May 26, 1998, November 23, 1998, December 10, 2001, February 10, 2003.~~ The RDURP provides for the rehabilitation and redevelopment of the area generally described as the Salem riverfront and downtown.

(d) The City, acting by and through the Agency, created the Downtown Development Board in 1976 pursuant to Resolution No. 76-325 to advise the Board of the Urban Renewal Agency (Agency Board) in its administration of the RDURP.

(e) The City, acting by and through the Agency, subsequently amended Resolution No. 76-325 in 1979 to add the Pringle Creek Urban Renewal Area to the Downtown Development Board's jurisdiction (Resolution No. 79-35), in 1993 to change the composition of the Downtown Development Board, and renaming it the Downtown Development Advisory Board (Resolution Nos. 93-17, 93-34), and again in 1995 to reorganize the Board and to add the Walker Urban Renewal Area to the Board's jurisdiction. **On October 18, 2001 the Walker Urban Renewal Plan was terminated and replaced with the West Salem Urban Renewal Plan (Ordinance No. 51-2001)**, and again in 2002 to change the Board's composition (Resolution No. 2002-54).

(f) On September 27, 1976, the City created by ordinance, codified in Salem Revised Code (SRC) Chapter 7, the Downtown Parking District for purposes of administering a program of economic promotion and a program of public parking

for vehicles. Funds generated by the District are deposited into the Parking Fund. The City also created by ordinance, codified in SRC Chapter 7, the Downtown Parking Advisory Board for promotion of other modes of transportation.

g) The Downtown Development Advisory Board and Downtown Parking Advisory Board duties and responsibilities have resulted in both Boards addressing similar and interrelated issues for the downtown. Consolidating these Boards into a joint advisory board will give the downtown a unified voice, and will result in more efficient administration for both the City and the Agency.

(h) Recognizing the efficiencies in having a joint board that can advise both the Agency and the City, on December 6, 2004, the Agency passed Resolution No. 04-8 URA disbanding the Downtown Development Advisory Board, and on December 6, 2004, the City enacted ordinance No. 49-04 repealing the provisions in SRC Chapter 7 that created the Downtown Parking Advisory Board.

~~(i) ORS 190.010 and ORS 457.320 authorize the City and Agency, and the City and Agency desire, to enter into an intergovernmental agreement providing for the creation of a joint advisory board, which will advise the Agency on matters related to urban renewal and tax increment fund allocations and advise the City on matters related to the Downtown Parking District and the Parking Fund.~~

(i) On October 14, 2013, the Salem City Council adopted Resolution No. 2013-68, which adopted Initiative Petition No. 001-2013-IP. The effect of the resolution was to amend Salem Revised Code Chapter 7 to cap any increase in the Downtown Parking District annual assessment to the less of the percentage increase in the Portland, Oregon CPI for the preceding calendar year or 2%.

(j) On July 25, 2016, The Agency Board and the City Council, upon recommendation of the Boards and Commissions Appointment Committee, approved an amendment to this Agreement removing the ex-officio members of the Board (representing the Salem Planning Commission and Housing and Community Development Advisory Committee); modifying the six City Council appointments to change the representative of the Downtown Parking District to the Riverfront Downtown URA. Staff has also identified other necessary updates to references to the Salem Revised Code (SRC 2.1590 and 2.540).

(k) ORS 190.010 and ORS 457.320 authorize the City and the Agency, and the City and the Agency desire, to enter into an intergovernmental agreement providing for the creation of a joint advisory board, which will advise the Agency on matters related to urban renewal and tax increment fund

allocations and advise the City on matters related to the Downtown Parking District and the Parking Fund.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND OBLIGATIONS SET OUT HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1: Establishment of Downtown Advisory Board

1.1 Title. The newly established joint advisory board shall be named the “Downtown Advisory Board” (DAB) and shall be subject to ~~SRC 2.1600–2.1640~~ **SRC 2.530 to 2.657.**

1.2 Duties. The duties of the DAB shall be as follows:

- A. policy recommendations to the Agency Board regarding implementation of the Riverfront-Downtown Urban Renewal Plan.
- B. make recommendations for amendments to the Agency Board regarding the Riverfront-Downtown Urban Renewal Plan.
- C. make recommendations to the Agency Board on tax increment fund allocations including the priority, scope and scale of urban renewal projects within the Riverfront-Downtown Urban Renewal Area.
- D. make recommendations to the Agency Board regarding applications for federal and state funding for programs to be implemented in the renewal area.
- E. provide monitoring and recommendations on courses of action relating to state and federal legislation and programs affecting implementation of renewal project priorities.
- F. review and make recommendations to the City Council on the annual budget for the operation of the Downtown Parking District. This will include a recommendation for the rate of ad valorem and business-and-occupation taxation that the DAB believes is necessary to finance the operation of the parking program during the immediately ensuing fiscal year.
- G. make policy recommendations to the City Council on the operation of the Downtown Parking District including tax assessment methodology and general strategies for downtown parking management.

1.3 Organization, Composition, and Representation.

- A. The Downtown Advisory Board shall be comprised of eleven voting members ~~and two non-voting ex-officio members~~ as follows:

Number of Positions/	Representation
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Appointing Body	
1- Agency	Downtown Resident or person representing the interests of residents within the Riverfront-Downtown Urban Renewal Area.
1- Agency	Salem community At-Large. This member must not have a business or own property within the Riverfront-Downtown Urban Renewal Area.
1- Agency	Person representing an institutional organization including the State of Oregon, Marion County, Salem Area Transit District, Willamette University, a non-profit organization providing services within the Riverfront-Downtown Urban Renewal Area, or Salem Hospital.
1- Agency 1- Council	Real estate development or banking/financial professionals, where at least one appointment pay parking fees into the Downtown Parking District.
6- Council	Business owner or property owner within the Downtown Parking District RDURA . In the case of property owners, preference will be given to those who pay, or have tenants who pay, parking fees.
2- Agency	Non-voting ex-officio members (one representing the Salem Planning Commission and one representing the Housing and Community Development Advisory Committee). – Effective December 31, 2016

- A. The DAB shall elect a chairman and a vice-chairman from among its members who shall hold office at the pleasure of the DAB.
- B. The DAB may establish and alter ~~rules and regulations~~ **rules or bylaws** for its own internal government and procedure consistent with this Agreement, the laws of the State of Oregon, ~~the charter and ordinances of the City~~ **the Salem City Charter** and ordinances of the City, and plans and resolutions of the Agency.
- C. ~~The DAB plan of internal organization, and rules and procedures shall be governed by Robert's Rules of Order as adopted by SRC 2.1640. A record of its proceedings shall be filed with the city recorder.~~ **Where not inconsistent with the DAB's bylaws or rules, or where DAB's bylaws or rules are silent or have not been adopted, ROBERT'S RULES OF ORDER NEWLY REVISED (10th Ed., 2000), shall apply**

1.4 Board Member Terms and Frequency of Meetings. The DAB shall meet at least

once quarterly at a time and place that it specifies at least five days in advance. The DAB may meet more often as needed and at other times in accordance with its rules. All meetings of the DAB shall be open to the public. Term of office shall be three years, or until a successor is appointed. To ensure staggered terms, three members shall be appointed for one year, three members appointed for two years, and five members appointed for three years. Term periods will begin on January 1, 2005. Vacancies of City positions shall be filled by the Council pursuant to SRC 2.540. Vacancies of Agency positions shall be filled by a majority vote of the Board. Members of the DAB may be reappointed, except that a member who has served two full three year terms may not be reappointed until after the expiration of one full year from the date of term expiration.

1.5 Ethics. Members of the DAB ~~are subject to ethics provision~~ **are “public officials” as defined by state law, and** are subject to ethics provisions of SRC Chapter 12 and ORS Chapter 244.

~~**1.6 Complaints on Downtown Parking District.** The City Manager or designee, shall consult with the DAB before making any final decision on a petition filed pursuant to SRC 7.060.~~

Section 2: Duties of the City. The City shall provide meeting room facilities, and will fund a proportional share based on annual budget for cost allocation expenses, support staff, and other costs for DAB support. In so doing, the City shall provide such services in accordance with this Agreement, and in compliance with the laws of the State of Oregon, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316 and 279.320, which by this reference are made a part hereof.

Section 3: Duties of the Agency. The Agency shall provide funds to pay the proportional share based on annual budget for cost allocation expenses, support staff, and other costs for DAB support. In so doing, the Agency shall provide such services in accordance with this Agreement, and in compliance with the laws of the State of Oregon, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316 and 279.320, which by this reference are made a part hereof.

Section 4: Term and Termination. This ~~a~~Agreement shall become effective upon the date of the last signature hereon, and **shall continue indefinitely unless earlier terminated as provided herein.** ~~shall continue in full force and effect until January 1, 2010, unless sooner terminated as provided herein. This agreement shall automatically be renewed for additional terms of five (5) years unless one party~~ **Either party may terminate this Agreement upon giving written notice** gives notice, in writing, to the other party not less than thirty (30) days **to the other party. This Agreement may be terminated immediately upon mutual agreement of the parties.** ~~prior to the termination date of its intent not to renew this agreement; provided, however, that this agreement may be terminated at any time by either party by giving the other party not less than thirty (30)~~

~~days notice, in writing, of that party's intent to terminate this agreement. indefinitely. Either party may terminate this Agreement upon giving written notice of not less than thirty (30) to the other party. This Agreement may be terminated immediately upon mutual agreement of the parties.~~

Section 5: Indemnification. City agrees to hold the Agency harmless from all claims, suits, or actions of whatsoever nature which arise out of or result from the negligent or intentional acts of the City's officials, employees and agents providing services pursuant to this ~~a~~Agreement. The Agency agrees to hold the City harmless from all claims, suits, or actions of whatsoever nature which arise out of or result from the negligent or intentional acts of the Agency's officials, employees and agents providing services pursuant to this ~~a~~Agreement.

Section 6: Insurance. Each party shall maintain in force, at its own expense, worker's compensation insurance for all covered workers of that party in compliance with ORS 656.017, and general liability insurance in amounts not less than the amounts provided under the Oregon Tort Claims Act.

Section 7: Modification. This ~~a~~Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

Section 8: Waiver. No provision of this ~~a~~Agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of this ~~a~~Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this ~~a~~Agreement shall not operate as a waiver of such provision or of any other provision.

Section 9: Severability. The parties agree that if any term or provision of ~~the~~ this ~~a~~Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if ~~the~~ this ~~a~~Agreement did not contain the particular term or provision held to be invalid.

Section 10: Entire Agreement. This ~~a~~Agreement sets forth the entire understanding between the parties with respect to the subject matter of this ~~a~~Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

City of Salem

Date

Urban Renewal Agency for the City of Salem

Date