

**RESOLUTION NO. 1351
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH CENTRAL OREGON
INTERGOVERNMENTAL COUNCIL SUPPORT FOR PRINEVILLE DOWNTOWN
REVITALIZATION VISION AND ACTION PLAN**

Whereas, Central Oregon Intergovernmental Council (hereinafter “COIC”) has a grant from the Meyer Memorial Trust (hereinafter “MMT”) to fund the “Central Oregon Rural Community Equitable Economic Development Initiative”. COIC is the lead entity on this project which involves the communities of Sisters, Madras, La Pine, and Prineville; Oregon’s Kitchen Table; Let’s Talk Diversity Coalition, and the Ford Family Foundation’s Ford Institute Leadership alumni; and

Whereas, COIC has agreed to allocate \$10,000.00 of the MMT grant toward funding of the Prineville Downtown Revitalization Vision and Action Plan (hereinafter “Project”); and

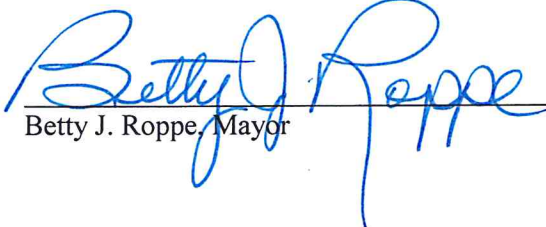
Whereas, City has entered into a Professional Services Agreement with Michele Reeves, LLC regarding the Project; and

Whereas, COIC has prepared an Intergovernmental Agreement (hereinafter “Agreement”), which covers the formality and intent of the grant funding disbursement, implementing the purposes of the Project, as well as meeting the overall mission and goals of COIC and MMT. Pursuant to the IGA, \$10,000.00 funding will be allocated by COIC from a grant by the MMT and the City will request reimbursement from COIC as invoices are submitted by Michele Reeves, LLC.

Whereas, City staff believes it is in the best interest of the City to approve and execute the Agreement;

Now, Therefore, the City of Prineville resolves that the Intergovernmental Agreement attached to this Resolution between the City and COIC is hereby approved and that the City Manager is authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this 12th day of June, 2018.



Betty J. Roppe, Mayor

ATTEST:



Lisa Morgan, City Recorder

**INTERGOVERNMENTAL AGREEMENT
PRINEVILLE DOWNTOWN REVITALIZATION
VISION AND ACTION PLAN**

PARTIES:

Central Oregon Intergovernmental Council
334 NE Hawthorne Ave.
Bend, Oregon, 97701

(“COIC”)

City of Prineville
387 NE 3rd Street
Prineville, OR, 97754

(“City”)

RECITALS:

- A. COIC is an intergovernmental entity organized pursuant to ORS 190.003 – 190.150.
- B. City is a municipal corporation and unit of local government as defined in ORS 190.003.
- C. COIC has a grant from the Meyer Memorial Trust to fund the “Central Oregon Rural Community Equitable Economic Development Initiative”. COIC is the lead entity on this project which involves the communities of Sisters, Madras, La Pine, and Prineville; Oregon’s Kitchen Table; Let’s Talk Diversity Coalition, and the Ford Family Foundation’s Ford Institute Leadership alumni. The overall project goals are to increase and broaden community engagement around economic development issues, priorities, and projects in each community. In each community, the partners are working to develop outreach and approaches to bring the voices of community members which are not typically heard in public policy discussions into the discussion.
- D. In Prineville, the project goal is to provide neutral facilitation services and community outreach and engagement to help project partners (City, Chamber) develop an action plan for future downtown revitalization efforts.
- E. After COIC received the grant, the City of Prineville and the Prineville Chamber of Commerce decided to engage a consultant (Michele Reeves, Civilis Consulting) to perform a professional assessment of revitalization opportunities in downtown Prineville. COIC, the City of Prineville, and Prineville Chamber agreed that the Rural Community Equitable Economic Development and the

downtown revitalization projects would both be best supported and implemented by bringing these efforts together.

- F. The City of Prineville entered into a professional services contract with Civilis Consulting not to exceed \$20,000.
- G. COIC will provide staff support and resources to the downtown revitalization project, with particular emphasis on overall community engagement and outreach, identifying and engaging underserved populations (including low income, seniors, youth, disabled, and racial and ethnic minority populations).
- H. COIC resources include \$10,000 of cash funding dedicated to the community of Prineville to achieve project objectives identified in Recitals C, D, and F above.
- I. COIC wishes to enter into an agreement with City to provide a \$10,000 contribution to the consultant contract. The role of City is further defined as “Services” under the terms of this Agreement.

IT IS, THEREFORE AGREED:

1. Term.

This agreement will be effective as of June 1, 2018. This is known as the Effective Agreement Date. No services shall be performed prior to the Effective Agreement date. This agreement will continue until December 1, 2018.

2. Services.

COIC shall provide \$10,000 towards the City of Prineville contract with Civilis Consulting, attached hereto as **Exhibit C**, to implement a downtown revitalization project. These services are also described in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference. COIC staff shall serve on the project management team. COIC may provide additional services for this project as per COIC’s grant agreement with the Memorial Trust, but these services are outside the scope of this IGA, which is limited to the \$10,000 cash contribution.

3. Reimbursement

COIC shall reimburse City for costs of performing the Scope of Work as specified in Exhibit A. Specific reimbursement amounts and payment terms are detailed in Exhibit B, Payment for Work, attached hereto and incorporated herein by reference.

4. Invoicing and Payment Schedule

Invoices and progress reports shall be submitted to COIC on or before the fifteenth of the month for expenses incurred during the previous quarter. COIC shall be allowed thirty (30) days from the date the invoice is received to reimburse City, provided that the work performed and the invoice documentation provided by City is acceptable to COIC. Upon receipt of the invoice, COIC shall review the documentation submitted and may request additional information. If COIC does not request additional information within fifteen (15) days after receipt of the invoice, the invoice shall be deemed approved and payment shall be made. In the event that COIC requests additional information from City, COIC shall have fifteen (15) days from the date of receipt of the additional information to review the information. If City has provided the information requested, the invoice shall be deemed approved and payment shall be made. In the event City does not provide the information requested within thirty (30) days, COIC may deny the invoice or approve only the portion of the invoice which has been documented satisfactorily. Failure to pay an invoice when due shall constitute default. In the event of default, City may elect to suspend all professional services under this agreement until such invoice is paid in full and may elect to terminate this Agreement as of the 30th day of default.

5. Execution of Work.

City shall at all times carry on the work diligently, without delay, and punctually fulfill all requirements herein. The passage of the Agreement expiration date shall not extinguish, prejudice, or limit any party's right to enforce this agreement with respect to any default or defect in performance that has not been cured.

This Agreement outlines the entire relationship between COIC and City for purposes stated in Exhibit A, Scope of Work. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all parties.

6. Books and Records.

City shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement and the project in accordance with generally accepted accounting principles, generally accepted governmental accounting standards and state minimum standards for audits of municipal corporations. City acknowledges and agrees that COIC and its duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after the Agreement expiration date. Copies of applicable records shall be made available upon request. Payment for reasonable costs of copies is reimbursable by COIC. If for any reason any part of this Agreement is involved in litigation, City shall retain all pertinent records for not less than three years

or until all litigation is resolved, whichever is longer. Full access will be provided to COIC and to its duly authorized representatives in preparation for and during litigation.

7. Termination.

This Agreement may be terminated prior to the expiration date only by written mutual consent of all parties. If this Agreement is terminated prior to the end of the agreement period, City shall be reimbursed for work completed through the termination date as outlined in the Payment for Work, Exhibit B. If one party believes the other party to be in violation of this Agreement, that party shall notify the second party in writing of the circumstances leading to this conclusion. The party alleged to be in violation shall have 30 days to remedy the violation after which, if the violation continues to exist, the agreement will automatically terminate.

8. Litigation.

All claims, counterclaims, disputes and other matters in question between COIC and City arising out of, or relating to, this Agreement or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism, or, if not so agreed, in a court of competent jurisdiction within the State of Oregon and Deschutes County. In the event of any dispute arising from this Agreement each party shall be required to pay its own separately incurred attorney's fees, expenses, and court costs, including arbitration, trial and appeal.

9. Notification.

City and Subcontractor will include the following statements on any and all reports and studies related to the Services: "This project is funded in part with support from the Central Oregon Intergovernmental Council (COIC), with funding from the Meyer Memorial Trust".

10. Indemnity and Insurance.

10.1 City agrees to indemnify, defend, and hold harmless COIC from all claims, lawsuits and actions of whatever nature brought against it which arise from City's performance or omissions under this Agreement. City shall not be required to indemnify COIC for any such liability arising out of negligent acts or omissions of COIC, its employees or representatives. Failure to supervise on the part of COIC shall not constitute a defense to the indemnity obligation imposed by this provision. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

10.2 City will obtain and maintain insurance policies that provide for adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which City is normally

exposed. City will have workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law.

11. Successors & Assigns.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. After this Agreement is executed, City shall not enter into any new subagreements for any work scheduled under this Agreement or assign or transfer any of its interest in this agreement without the prior written consent of the COIC.

12. No Partnership.

City will act as an independent contractor for this project. This agreement is not intended to create a partnership or joint venture.

13. Compliance with Applicable Laws.

12.1 City agrees to comply with all federal, state, and local laws, ordinances, and regulations applicable to this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. City hereby consents to the personal jurisdiction of all courts within the State of Oregon.

12.2 City shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

14. Tax Compliance.

By signature on this agreement, City hereby certifies that it is not, to the best of its knowledge, in violation of any Oregon Tax Laws. For the purpose of this certification, "Oregon Tax Laws" are ORS Chapter 118, 119, 314, 316, 317, 318, 320, 321, and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowner's and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Owner of Revenue under ORS 305.620.

15. Severability.

The parties agree that if any term or provision of this 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 agreement did not contain the particular term or provision held to be invalid.

16. Force Majeure.

No party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligation under the agreement.

17. Waiver.

The failure of the COIC to enforce any provision of this agreement shall not constitute a waiver by COIC of that or any other provision.

18. Ownership.

COIC will have full access to, and rights to use, all documents prepared under this agreement.

19. Other Provisions.

City shall protect and indemnify COIC against any payroll taxes or contributions imposed with respect to any employees of City by any applicable law dealing with pensions, unemployment compensation, accident compensation, health insurance, and related subjects. City shall at City's own cost and expense insure each person employed by City the compensation provided for by law with respect to worker's compensation and employer's liability insurance.

20. Signatures

This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

21. Attachments

The following attachments are part of and applicable to this Agreement:

Exhibit A – Scope of Work

Exhibit B – Payment for Work

Exhibit C – City of Prineville Contract with Michele Reeves LLC

THIS AGREEMENT, WHICH INCLUDES ALL ATTACHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE TERMS OF THIS AGREEMENT SHALL NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT. SUCH WAIVER, 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 IT IS SIGNED BY ALL PARTIES TO THIS AGREEMENT. THERE ARE NO

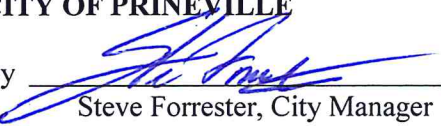
UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS AGREEMENT EXCEPT AS SPECIFIED OR REFERENCED HEREIN. COIC AND CITY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL

By _____
Karen Friend, Executive Director

Date _____

CITY OF PRINEVILLE

By  _____
Steve Forrester, City Manager

Date June 12, 2018

EXHIBIT A SCOPE OF WORK

DUTIES

The completion of downtown Prineville's community downtown vision and strategic action plan includes the following steps:

- Kick Off Meeting. In-person meeting with the steering committee, Downtown Retail Strategy Group, Chamber of Commerce, City of Prineville, COIC and partners to launch the action plan initiative.
- Outreach/Survey Feedback. This session will be designed to brainstorm the types of processes, questions, and approaches that are best suited to garner actionable feedback on economic development initiatives for the public and private sector.
- On-the-Ground Review. This will include a single, 5-day trip to Prineville that will study the three following categories within the downtown:
 1. Public Realm. Review and document opportunities for public space, public art, pocket parks, and streetscape improvements.
 2. Buildings/District. Review facade improvement projects, canvas and review district for 3-tier mapping, and identify key underutilized properties.
 3. Transportation. Consider traffic flow, parking, and pedestrian flow in downtown Prineville and environs.
- Outreach Analysis and Incorporation of Vision Narrative. COIC, the City of Prineville, and the Chamber of Commerce as well as partner organizations will conduct outreach from the community at large about downtown Prineville, which consultant will integrate into the final report. Consultant will also collaborate on the creation of a vision narrative.
- Final Report. Issue written document outlining opportunities, challenges, and best practices/strategies for downtown Prineville. Civilis Consultants will conduct research, review all on-the-ground work, and incorporate outreach findings and recommendations into a draft document that can be used as a next steps action plan to encourage economic prosperity and vitality in downtown Prineville. The team will have an opportunity to review before a final document is produced. Items will be covered in the report as follows:

In Depth

These deliverables will include more in depth content in terms of findings and specific recommendations, drawings, and mapping deliverables.

1. Review of façade and building improvement projects to date, as well as suggestions for next steps.
2. Identification of key underutilized properties that have a high potential for redevelopment, either in terms of providing positive district impact or that are simple to improve.
3. Renderings (as determined by budget) with concept visuals to demonstrate how key properties could be reimaged.
4. Streetscape improvements (exempting Third Street corridor).

- 5. Design an overlay map with 3-tiers of color to designate a) priority areas for improvement; b) high potential areas for future contribution; and, c) individual properties that are good targets for redevelopment/improvement.
- 6. Other desired opportunities for downtown development identified by community outreach program.

Overview

Because the budget for this project is limited, it cannot serve as a full substitution for a transportation study, walkability audit documenting pedestrian circulation, or parking study with a detailed parking utilization analysis. For the purposes of the deliverables below, this report will touch on possible short-term improvements as well as areas for future in-depth study that may be needed.

- 1. Review previous parking study and recommendations, and marry back to current parking conditions and suggest areas for parking optimization.
- 2. Study pedestrian and automobile traffic flow and suggest improvements.
- 3. Consider areas where public use spaces could be improved or introduced, such as pocket parks, event spaces, public art, etc.

TIMELINE

Work will be completed on mutually acceptable timelines in 2018, to be completed prior to December 31, 2018. A rough timeline is shown below.

PRELIMINARY PLANNING.....	May 2018
ON-THE-GROUND.....	June 2018
COIC AND PARTNER OUTREACH.....	June/July 2018
VISION NARRATIVE/OUTREACH SYNTHESIS.....	July 2018
FINAL REPORT.....	August/September 2018

**EXHIBIT B
PAYMENT FOR WORK**

B.1 Basis for Compensation

COIC agrees to reimburse City up to a total of \$10,000 in expenses on Civilis Consulting's contract to deliver the downtown revitalization project.

B.2 Payment for Services.

City may submit invoices on a quarterly basis for work performed and payment will be made within 30 days of acceptance of work. Each invoice will be accompanied by a brief progress report reviewing progress on project tasks and expenses to date.

City's work shall be completed on or before December 1, 2018, unless an agreement extension modification is approved by City and COIC.

B.3 Changes in the Scope of Project.

City and COIC agree in accordance with the terms and conditions of this agreement that if the scope of the project is changed materially, City shall request in writing, before services are provided, an appropriate change in the amount of compensation.

B.4 Suspension or Abandonment of Project.

If the Project is suspended or abandoned in whole or in part for more than 45 days, City shall be compensated for all services performed prior to receipt of written notice from COIC of such suspension or abandonment. If the Project is resumed after being suspended for more than 45 days, City's compensation shall be reviewed with COIC and an adjustment made for the cost of restarting the project before work continues.

EXHIBIT C.
City of Prineville Contract with Michele Reeves, LLC

**TO BE ATTACHED WHEN THE LATEST AMENDED VERSION IS
FINALIZED**

AGREEMENT

THIS AGREEMENT ("Agreement") is made this 5th day of June, 2018, by and between the **City of Prineville**, an Oregon municipal corporation, of 387 NE Third Street, Prineville, Or 97754 ("City") and **Michele Reeves LLC**, dba Civilis Consultants of PO Box 28502, Portland, OR 97228 ("Civilis"), jointly the "Parties" and individually a "Party."

RECITALS

- A. City has been involved in establishing the Prineville Downtown Strategic Plan Committee ("Committee").
- B. The Committee has undertaken projects to enhance the downtown Prineville area.
- C. The Committee desires to identify additional projects in downtown Prineville that "promote and attract a variety of businesses by creating a vibrant and friendly downtown destination that is esthetically appealing and accessible."
- D. Civilis is in the business of working with businesses in city area to revitalize businesses and make recommendations for changes that benefit City and the businesses located in the City.
- E. City desires to have Civilis assess a designated area of Prineville and make findings and recommendations to revitalize businesses within the area and Civilis desires to perform those services for the City.
- F. The Parties desire to memorialize their agreement.

IN CONSIDERATION of the following covenants, the Parties agree as follows:

1. Civilis agrees to perform the services described on Exhibit A for the City. Civilis agrees that Michele E. Reeves, and no other person, shall perform such services.
2. Civilis' services shall be performed in an area of the City bounded by the following streets: NE Belknap, NW Beaver, NE and NW Fourth, and NE and NW Second (the "Site").
3. Civilis' services shall be completed by December 31, 2018, although the conference call to review Civilis' final report and address questions may not be completed within this time period.
4. City shall pay to Civilis for its services the sum not to exceed \$20,000.00. Civilis will bill City monthly for completed work at a rate of \$195.00 per hour for Michele Reeves' time, plus Michele Reeves' airfare, rental car, lodging at a motel in Prineville; \$56 a day per diem, check baggage fee, if any, parking fees, if any, wi-fi fees, if any; and gas for the rental car. However, in no event will Civilis' fee exceed \$20,000.00. City shall be under no obligation to

pay Civilis more than \$20,000.00 without prior written approval by the City. City shall pay Civilis its fee and expenses upon receipt of monthly invoices by Civilis.

5. Neither this Agreement, nor any of the rights granted by this Agreement, may be assigned or transferred by either Party.

6. Neither of the Parties are, by virtue of this Agreement, a partner or joint venturing with any other Party.

7. Civilis shall perform its services as an independent contractor and not as an agent or employee of City. Civilis has no right or authority to incur or create any obligation for or legally bind City in any way. City cannot and will not control the means or manner by which Civilis performs its services except as specifically set forth in this Agreement. Civilis is responsible for determining the appropriate means and manner to perform its services. Civilis acknowledges and agrees that Civilis is not an "officer," "employee," or "agent" of City and shall not make representations to third parties to the contrary. Civilis shall carry liability insurance and errors and omissions insurance relative to any service that she performs under Exhibit A.

8. All reports and other documents delivered by Civilis to City shall be the property of City and City may use such documents as City deems appropriate.

9. City and Civilis are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

10. If any term or provision of this 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 this Agreement did not contain the particular term or provision held to be invalid.

11. Unless otherwise specified in this Agreement, any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with an electronic confirmation of delivery), or will be deemed given two business days following delivery of the notice by US mail, postage prepaid, by the applicable Party to the address of the other Party shown on the first paragraph of this Agreement (or any other address that a Party may designate by notice to the other Party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

12. This Agreement may be amended or terminated by the mutual consent of the Parties; however, if Civilis materially breaches any provisions of this Agreement, or is guilty of serious misconduct in connections with performance hereunder, City may terminate this

agreement without prior written notice to Civilis. In the event of termination, City shall be responsible for any fees earned by Civilis prior to termination.

13. This Agreement shall be interpreted under the laws of the State of Oregon.

14. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the party making the waiver. No waiver by City, or Civilis of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.


15. Any action or suit to enforce or construe any provision of this Agreement by any party shall be brought in the Circuit Court of the State of Oregon for Crook County, or the United States District Court for the District of Oregon.

16. In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys' fees related to or with respect to proceeding in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

17. This Agreement represents the entire agreement between the parties relating to the subject matter hereof. This Agreement alone fully and completely expresses the agreement of the parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as set forth herein.

City of Prineville

Michele Reeves, DBA Civilis Consultants

By: 
Steve Forrester, City Manager

By: 
Michele E. Reeves, Member

EXHIBIT A
Duties, Term, and Compensation

DUTIES

The completion of downtown Prineville's community downtown vision and strategic action plan includes the following steps:

- *Kick Off Meeting.* In-person meeting with the steering committee, Downtown Retail Strategy Group, Chamber of Commerce, City of Prineville, COIC and partners to launch the action plan initiative.
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