

**URBAN RENEWAL AGENCY BOARD MEETING MINUTES
DECEMBER 11, 2023**

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, DECEMBER 11, 2023

CONVENED The meeting convened at 6:45 p.m. with Chair Lonergan presiding.

ROLL CALL

Chair Lonergan	Present
Member Schaub	Present
Member Cornwell	Present
Member Carney	Present
Member Morris	Present
Member Cabrales	Present
Member Wilk	Present

Staff Present: Staff Present: City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Assistant City Attorney Granum, Assistant City Attorney Killmer, Police Chief Pilcher, Economic Development Director Johnk, Community Services Director Cuomo, Finance Director Turley, Community Development Director Kerr, Public Works Director Stultz, Special Projects Director Wakeley, Human Resources Director Gregg, Deputy Police Chief Millican, Public Affairs and Communications Coordinator Moore, City Recorder Pierson, Economic Development Project Manager Guerrero, Executive Legal Assistant Bravo, Youth Outreach Coordinator Uder, Community Relations Manager Herrera

CONSENT AGENDA

A. Urban Renewal Agency minutes of November 13, 2023

Carney/Cabrales... adopt the Consent Agenda. The motion passed unanimously.

A RESOLUTION AMENDING SECTION 900 – AMENDMENTS TO THE RENEWAL PLAN – OF THE WOODBURN URBAN RENEWAL PLAN

Economic Development Director Johnk provided a staff report and Elaine Howard Consulting was available for questions. **Carney/Schaub....** adopt Resolution Number 2023-3 amending Section 900 of the Woodburn Urban Renewal Plan. The motion passed unanimously.

ADJOURNMENT

Mayor Lonergan adjourned the meeting at 6:51 p.m.

APPROVED _____
FRANK LONERGAN, CHAIR

ATTEST _____
Heather Pierson, City Recorder
City of Woodburn, Oregon



Urban Renewal Agency Agenda Item

January 22, 2024

TO: City of Woodburn Urban Renewal Agency

FROM: Jamie Johnk, Economic Development Director/Urban Renewal Manager

SUBJECT: **Woodburn Public Arts and Murals Committee Intergovernmental Agreement for URA-Funded Public Art Installation Project**

RECOMMENDATION:

Authorize \$60,000 in public art and mural funding for an art sculpture installation project at the Fire District Property located at 1776 Newberg Highway, Woodburn, and authorize the City Administrator to enter into an Intergovernmental Agreement with the District to that effect.

BACKGROUND:

The Woodburn Public Arts and Mural Committee (PAMC) has partnered with the Woodburn Fire District for the proposed installation of a public art sculpture as part of inclusion in the proposed District expansion and improvements.

The PAMC worked closely with the Fire District and DECA Architects to develop an art concept that represents Woodburn and the honorable work of the District. The art will be installed in the onsite "Monument Plaza".

DISCUSSION:

The Agency is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects and has identified in its plan a goal and objective to providing Agency funds "for art in public spaces within the urban renewal areas".

The Woodburn Public Arts and Mural Committee desires to provide URA funding designated for public art and mural projects to the Woodburn Fire District for the installation of a new public art sculpture at the District's property located at 1776 Newberg Highway, Woodburn.

Agenda Item Review: City Administrator ___x___ City Attorney ___x___ Finance ___x___

The District intends to complete a sculpture art installation with lighting, water feature, and landscaping at the Woodburn Fire District. A detailed description of the proposed artwork and its location on the site are more specifically described and detailed in the attached Agreement.

In accordance with the terms and conditions of the Intergovernmental Agreement, the Agency shall provide the Fire District with up to sixty thousand dollars (\$60,000) to carry out all activities and work necessary to complete the art installation. The funds will be provided to the Fire District on a reimbursement basis.

The completion date for the art installation will be no later than December 31, 2024.

FINANCIAL IMPACT:

This project is identified in the adopted fiscal year 2023/24 Urban Renewal Budget through the Woodburn Public Arts and Mural Committee for an amount up to sixty-thousand dollars (\$60,000).

WOODBURN PUBLIC ARTS AND MURAL COMMITTEE PROGRAM

INTERGOVERNMENTAL AGREEMENT FOR URA-FUNDED PUBLIC ART INSTALLATION PROJECT

THIS IGA for URA-Funded Public Art Installation Project ("Agreement"), effective upon the last date of signatures below, is entered into between the Woodburn Urban Renewal Agency, a component unit of the City of Woodburn, Oregon ("Agency"), and the Woodburn Fire District ("District") (collectively the "Parties").

WHEREAS, the Agency is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects and has identified in its plan a goal and objective to providing Agency funds "for art in public spaces within the urban renewal areas";

WHEREAS, the Woodburn Public Arts and Mural Committee desires to provide certain URA funding designated for public art and mural projects to the Woodburn Fire District for the installation of a new outdoor art sculpture at the District's property located at 1776 Newberg Hwy, Woodburn, Oregon (the "Property");

WHEREAS, the District's Property is located within the boundaries of the Woodburn urban renewal district;

WHEREAS, Agency finds it to be in the best interest of the City and in alignment with the goals and policies of the Woodburn Public Arts and Mural Committee and the Agency's URA plan to directly fund the District's proposed art project through this funding agreement;

WHEREAS, upon receipt, the District will apply all Agency funds towards completion of the eligible Project (as defined below), along with the completion of other site and building improvements at the Property; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which the Agency will administer and disburse the identified Grant Funds to the District and what obligations the District will have in receiving such Funds.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. Project. The District intends to complete a sculpture art installation with lighting, water feature, and landscaping at the Property, as more specifically described and detailed in Exhibit A, attached hereto and incorporated herein ("Project"). Notwithstanding the Agency's plan to fund the Project as described in Exhibit A, the parties understand and agree that it shall be the obligation of only the District to complete the final design, call of bids, acquisition of any necessary permits, and construct the Project, and that Agency shall be obligated only to provide financing as described herein.

2. Financing. In accordance with the terms and conditions of this Agreement, the Agency shall provide the District with up to sixty thousand 00/100 dollars (\$60,000) ("Funds") for the District to carry out all activities and work necessary to complete the Project at the Property. Funds shall be provided by the Agency to District for actual costs on a reimbursement basis pursuant to Section 4. Eligible expenditures that may be reimbursed will include actual costs that are (i) reasonable and necessary for completion of the Project; and (ii) directly related to the design, construction, installation, and architectural and engineering services necessary to undertake the Project, including adjacent landscaping, hardscaping, and lighting around the sculpture. The District shall be solely responsible for all Project costs in excess of Agency's maximum funding amount.

3. Timeline & Completion of Project. The District shall commence and complete the Project no later than December 31, 2024. However, if the completion of the Project is delayed by strike, lockout, or other labor dispute, an Act of God, delay in receiving materials or equipment, or any casualty beyond the District's control, the time for completion shall be extended for an additional period of time equal to the lost time due to such delay. If the District fails to complete the Project and gain a satisfactory final inspection from the Agency by the completion date and fails to obtain an extension as provided for in Section 7, the Funds will be deemed forfeited, this Agreement will terminate, and Agency shall have no further financial obligation to the District under this Agreement

4. Disbursement of Funds. Subject to satisfaction of the conditions precedent set forth below in Section 5, the Agency shall disburse Funds to the District in a single lump sum payment after the District's presentation to the Agency of an appropriate final invoice. If any portion of Agency Funds disbursed to the District is used in a manner not permitted by this Agreement, the District shall, upon the Agency's demand, repay such portion to the Agency.

5. Conditions of Funding. Agency's reimbursement to District will be conditioned upon the following:

5.1. Project Interim Reporting. The District agrees to provide the Agency, via the City's Public Arts and Mural Committee, with interim reporting on the progress of the Project, no less than bimonthly. Reports will include updates on the Project's completion timeline and may be supported with photographs, renderings, and other professional materials.

5.2. Access to Property & Inspections. As part of the sculpture installation process, the District shall make the Property available to Agency or its designee for inspection. As part of any inspection, Agency will periodically review the progress of the work on the Project pursuant to this Agreement. All work that is not in conformance with the approved plans, design drawings, and specifications shall be immediately corrected by the District, and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings, and specifications.

5.3. Final Inspection of Improvements. Upon completion of the Project, the District shall schedule a final inspection of the Property with the Agency. The Agency will deem final inspection satisfactory where improvements made to the Property conform to the approved plans, design drawings, and specifications, and shown to be fully completed in a good and workman like manner.

5.4. Funding Acknowledgment. Prior to final inspection, the District shall have installed on the Property a small plaque or inscription in an area adjacent to the Project stating: "This public art piece was funded through the Woodburn Urban Renewal Agency with support from the City's Public Arts and Mural Committee."

5.5. Reimbursement Procedure. Following a satisfactory final inspection, the District shall submit to Agency an invoice statement showing the full cost of the work completed as well as each separate component amount due to any contractor and subcontractor involved in furnishing labor, materials, or equipment necessary to complete the Project. Additionally, the District shall submit to Agency proof of payment of all costs pursuant to contractors' statements, as well as final lien waivers from all contractors and subcontractors (if applicable). The Agency shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, issue a check to District for the reimbursable amount permitted under Section 2.

5.6. Financial Records. The District shall keep proper books of account and records on all activities associated with the Project, including, but not limited to, invoices, cancelled checks, instruments, agreements, and other supporting financial records documenting the use of the Funds. The District shall maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until six years after the final inspection, or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

6. Modifications to Project. The District acknowledges that once work on the Project is underway that circumstances may arise that require changes or modifications to be made to the original scope of the Project. If such circumstances arise, the District shall seek prior Agency approval to amend the scope of the Project prior to commencing a modified scope of work under this Agreement.

7. Extension of Time to Complete Improvement. The Agency, at its sole discretion, may extend the Project completion date for an additional period, not to exceed twelve (12) months, pursuant to a written extension request received from the District prior to the occurrence of the set completion date.

8. Maintenance of Project. Upon completion of the Project, and for a period of ten (10) years thereafter, the District shall be responsible for properly maintaining said Project in finished form and without change or alteration. The District shall not enter into any Agreement or take

any other action to change or remove said Project without the prior approval of Agency, which shall not be unreasonably withheld.

9. District's Representations and Warranties. The District represents and warrants to the Agency as follows:

9.1. Organization. District is duly organized and validly existing under the laws of the jurisdiction where it was legally formed.

9.2. Authority. District has obtained all necessary authorization to carry out the work and activities planned under this Agreement.

9.3. Statements, Exhibits, and Other Materials. All statements, exhibits, or other written materials required to be furnished under this Agreement by the District do not and will not contain any statement that is false or misleading with respect to any material fact, and do not and will not omit to state a material fact necessary in order to make the statement therein not false or misleading.

9.4. Building and Construction Permits. All required building and construction permits needed by the District to complete the Project on the Property have been or will be properly obtained from the City of Woodburn and Marion County prior to the commencement of work under this Agreement.

10. Agency's Funding Administrator. Agency has identified the City's Economic Development Director, Jamie Johnk, as its designated administrator and primary point of contact for matters related to this Agreement.

11. Relationship of the Parties. Nothing in this Agreement is intended or is to be deemed to create a partnership or joint venture between the Parties. The District shall at no time hold itself out as a subsidiary or affiliate of the Agency. Further, nothing contained herein shall be deemed or construed by the Parties, nor by any third parties, as creating a relationship between the Agency and any officers, employees, volunteers, suppliers, contractors, or subcontractors used by the District to carry out activities under this Agreement.

12. Ownership. All improvements made to the Property is work that will be owned and controlled by the District. The Agency has no rights to and will not claim right to any property or improvements made under this Agreement.

13. Termination. This Agreement terminates as follows:

13.1. Mutual Consent of Parties. This Agreement may be terminated upon the mutual consent of both parties.

13.2. Expiration of the Agreement. This Agreement terminates upon the expiration of time provided for District's performance under Section 3.

13.3. Agency's Right to Terminate for Cause. The Agency may terminate this Agreement, in whole or in part, immediately upon notice to the District, where District fails to perform certain covenants or obligations required by this Agreement, and where the District does not cure such failure within ten (10) business days after delivery of notice of breach or such longer period as the Agency may specify.

13.4 Agency's Right to Terminate for Insufficient Funding. The Agency may terminate this Agreement, in whole or in part, immediately should it fail to receive sufficient funding, appropriations, or other expenditure authorization to allow Agency, in its reasonable discretion, to continue making payments under this Agreement.

13.5. Remedies.

(a) In the event of termination pursuant to Section 13.3, Agency may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of Agency's obligations to disburse Funds or the demand of return or repayment of all or a portion of Funds from the District. The District shall return to the City, within 30 days of City's written demand: (i) any Funds paid to the District that exceed the amount to which it is entitled under this Agreement; (ii) any Funds received by the District that remain unexpended or not contractually committed for Project activities as of the date of any termination of this Agreement; or (iii) any Funds determined by the Agency to be expended for purposes other than allowable activity expenditures under this Agreement.

(b) In the event Agency defaults on any obligation in this Agreement, the District's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

14. Limitation of Liability. The District shall take all necessary precautions and shall be responsible for the safety of its employees, volunteers, agents, and subcontractors in the performance of all services and activities provided under this Agreement. The Agency shall not be liable for injury, damage, or loss suffered by District, its employees, volunteers, agents, and subcontractors, not otherwise caused by the intentional acts of the Agency, its agents, employees, or contractors.

15. Indemnification. The District shall indemnify, defend, save, and hold harmless the Agency, and its officers, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorney's fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or

willful acts or omissions of the District or any of District's officers, agents, employees, or subcontractors ("Claims"). It is the specific intention of all Parties that the Agency shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Agency respectively, be indemnified by the District.

16. Compliance with Law. The District shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to this Agreement or to the implementation of the Project, including without limitation, (i) Title VI of the Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Age Discrimination Act of 1975; (iv) the Americans with Disabilities Act of 1990, and ORS 659A.142; (v) all regulations and administrative rules established pursuant to the foregoing laws; and (vi) all other applicable requirements of the federal and state civil rights and rehabilitation statutes, rules, and regulations.

17. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon (without giving effect to its conflict of law principles). Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

18. Non-Assignment. The District shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Agency.

19. No Third-Party Beneficiaries. No provision of this Agreement is intended or will be construed to confer upon or give to any person or entity other than the Parties to this Agreement any rights, remedies, or other benefits under or by reason of this Agreement.

20. Notification. Any Notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when personally delivered or mailed by Certified mail, to the respective address of each party as follows:

If directed to Agency:

City of Woodburn,
Attn: Jamie L Johnk, Economic Development Director
270 Montgomery Street
Woodburn, Oregon 97071

If directed to District:

Woodburn Fire District
Attn: Chief Joe Budge
1776 Newberg Highway
Woodburn, OR 97071

21. 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.

22. Merger Clause; Waiver. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the Grantor to enforce any provision of this Agreement shall not constitute a waiver by the Grantor of that or any other provision

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

AGENCY
Woodburn Urban Renewal Agency

DISTRICT
Woodburn Fire District

Scott Derickson
City Administrator

Name:
Title:

Date

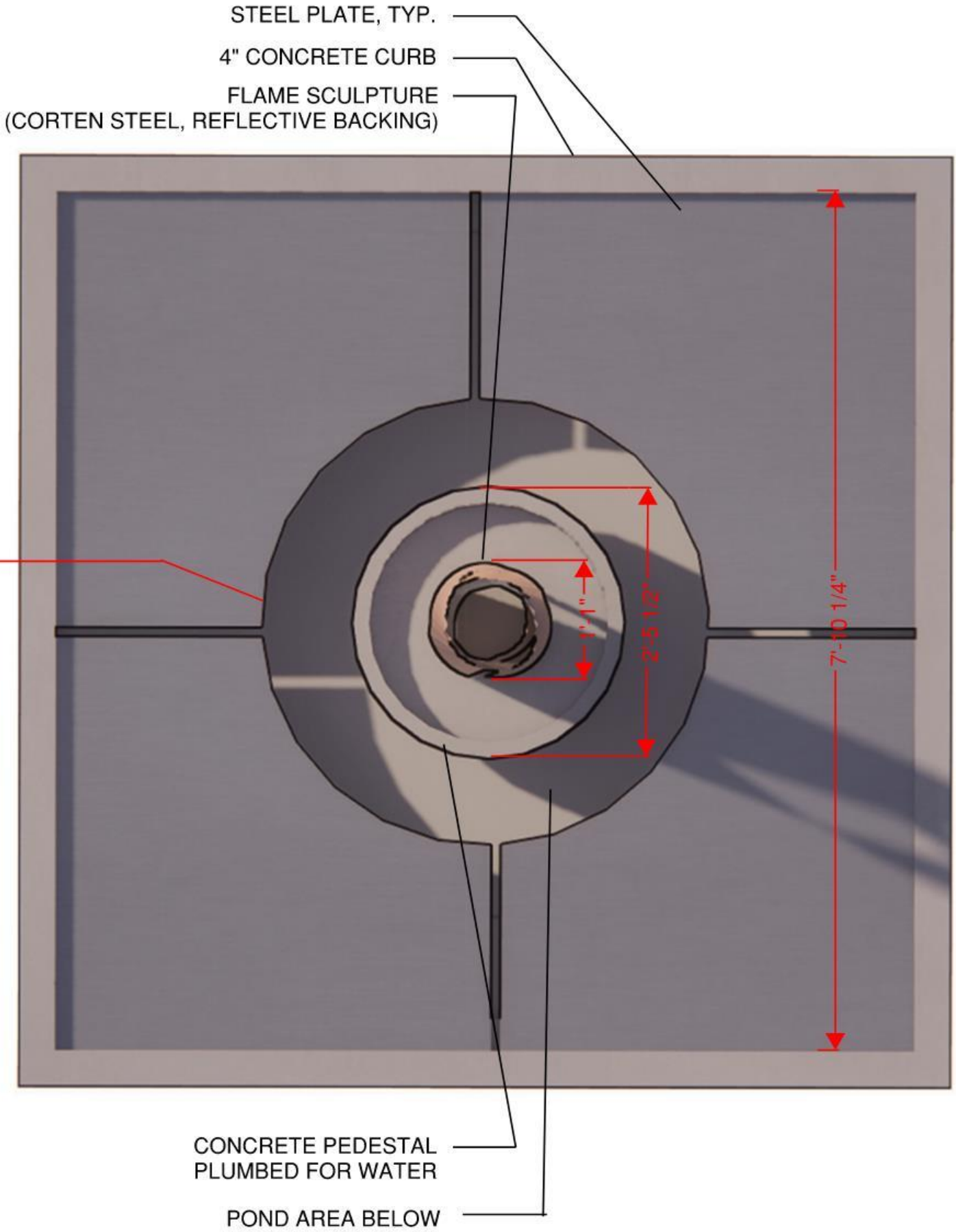
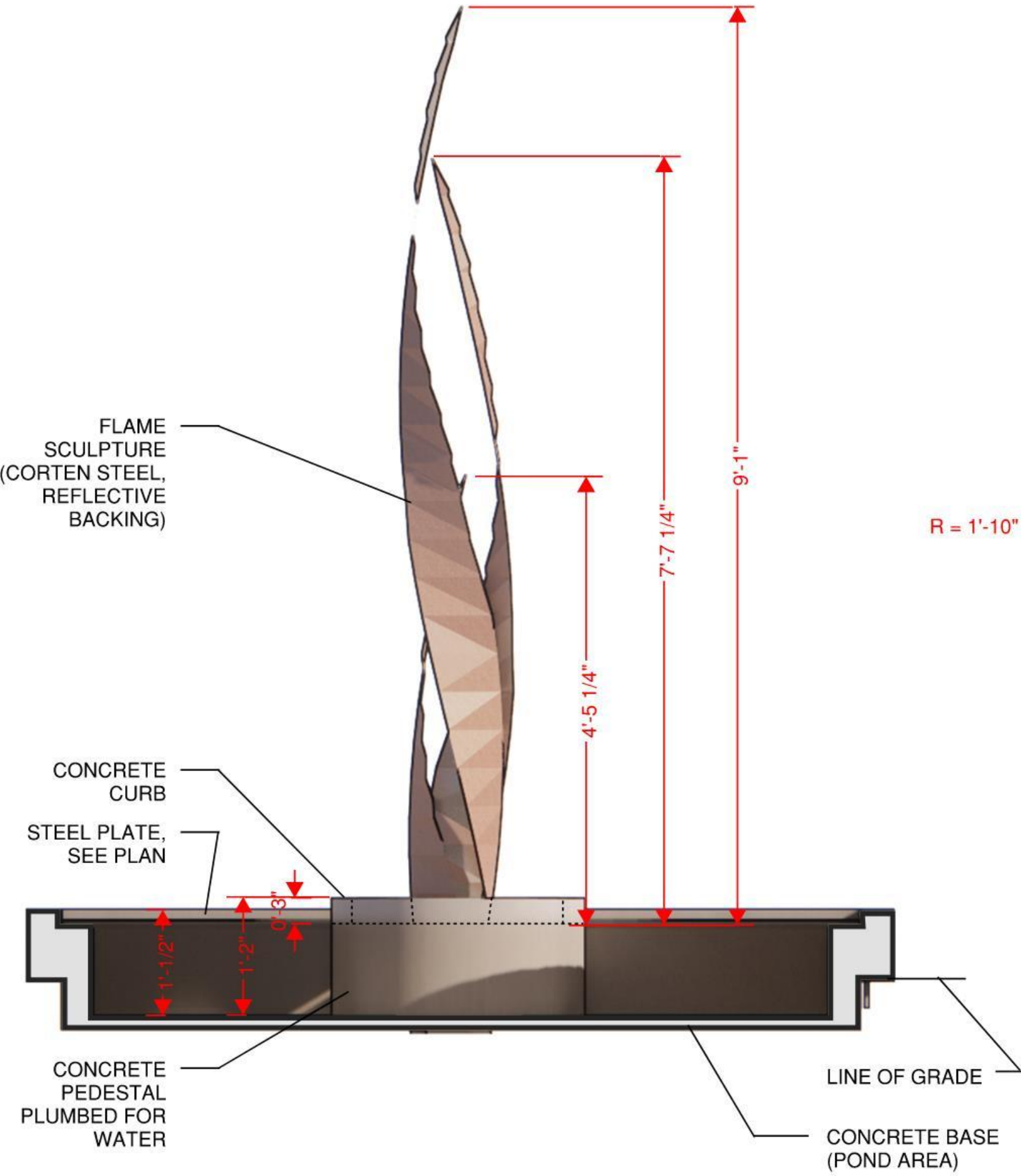
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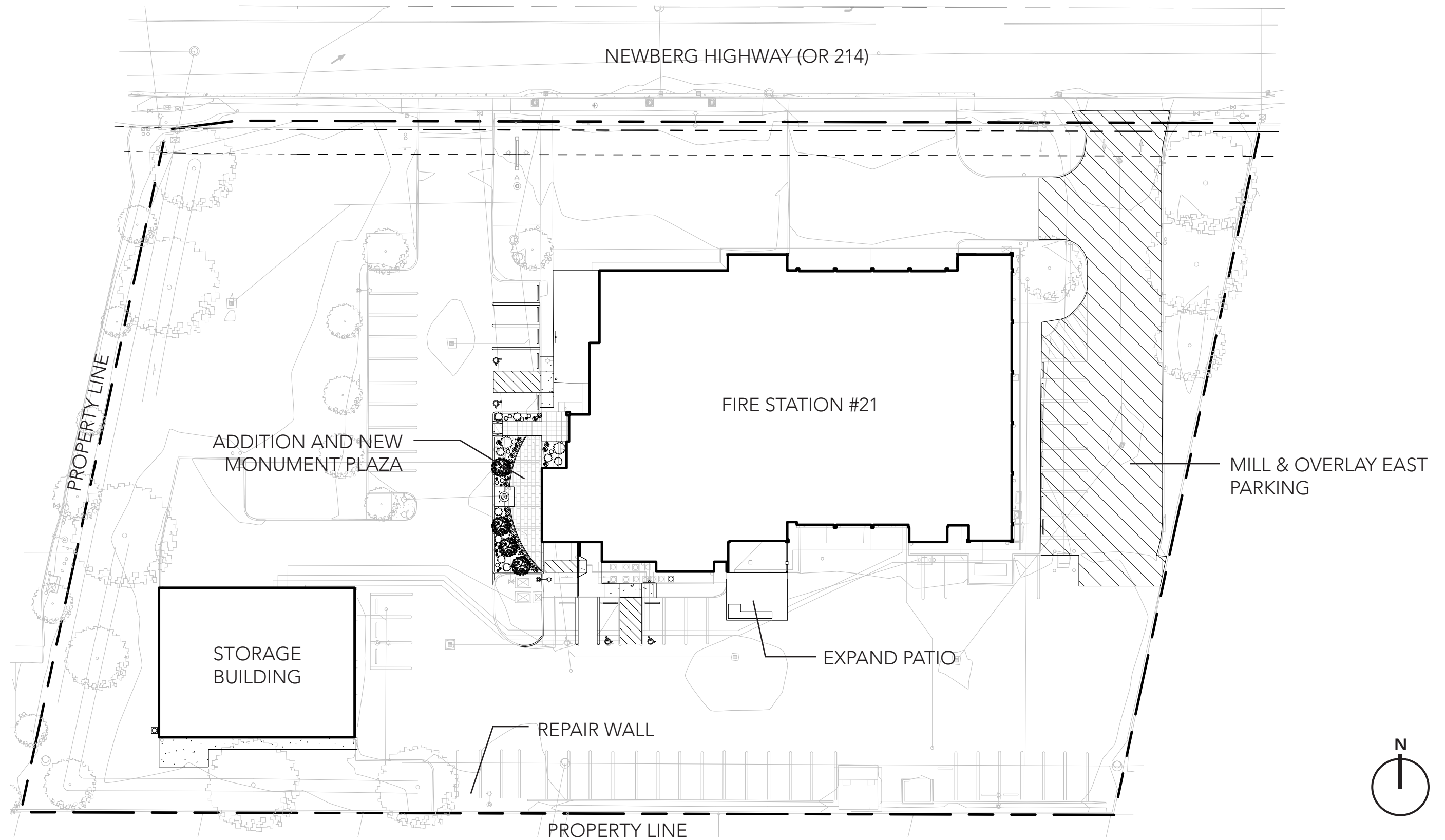
EXHIBIT A

Woodburn Fire District Art Sculpture Installation Design & Plan

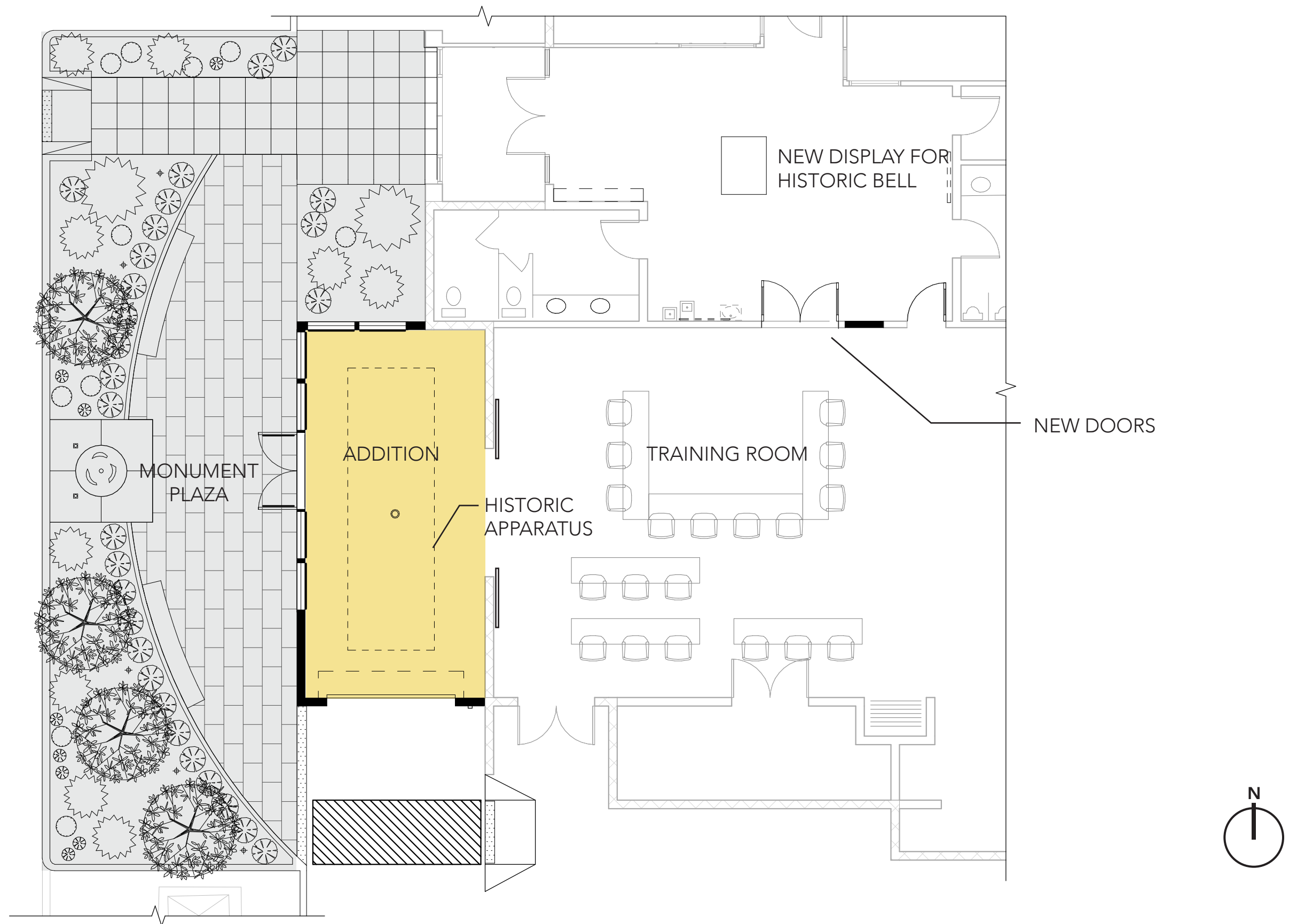
ELEVATION / SECTION

PLAN

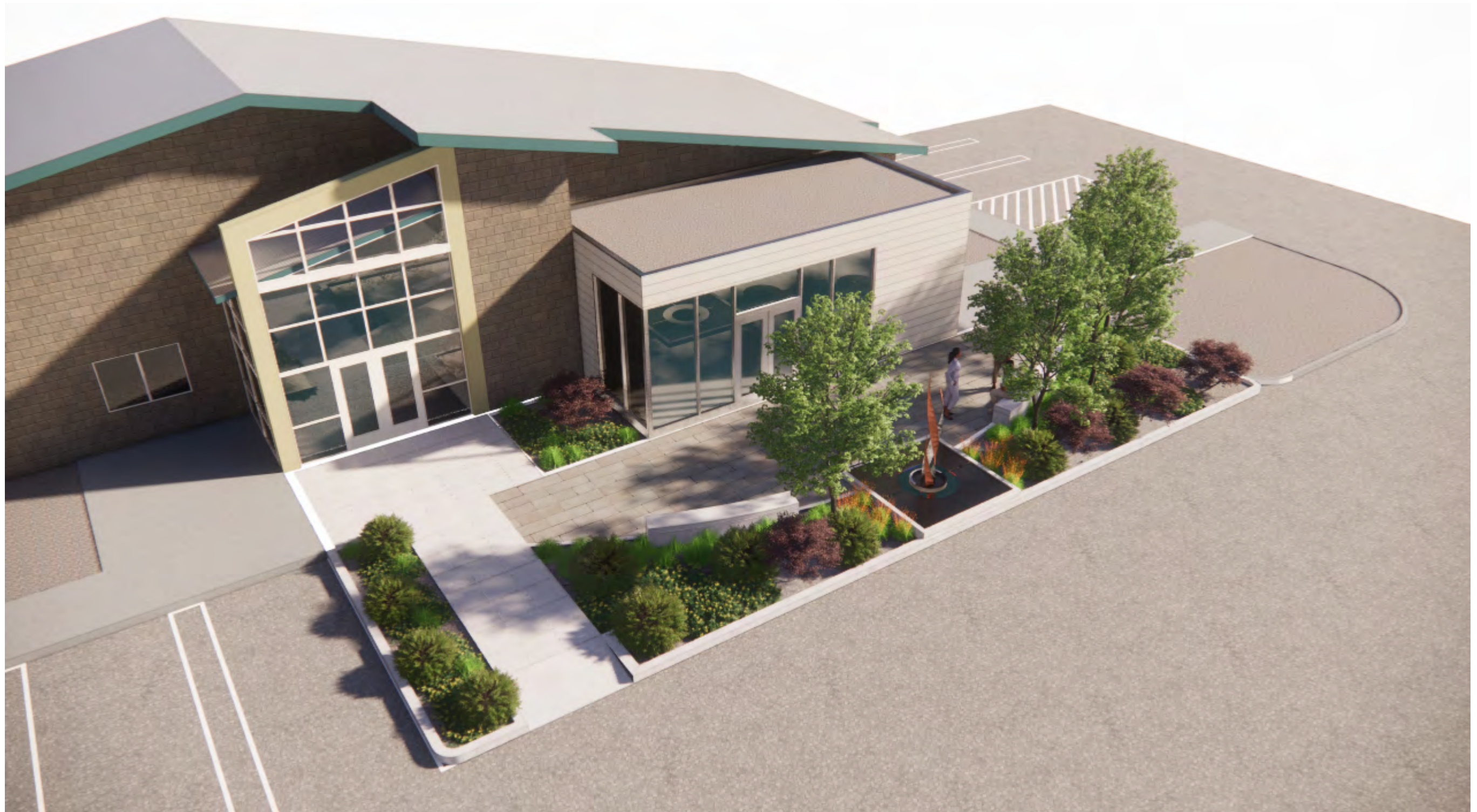




WOODBURN FS 21 REMODEL **SITE PLAN**



WOODBURN FS 21 REMODEL TRAINING ROOM AND PLAZA PLAN



WOODBURN FS 21 REMODEL **VIEW FROM WEST**



Urban Renewal Agency Agenda Item

January 22, 2024

TO: City of Woodburn Urban Renewal Agency

FROM: Jamie Johnk, Economic Development Director/Urban Renewal Manager

SUBJECT: **City of Woodburn Public Arts and Mural Committee Services Agreement**

RECOMMENDATION:

That the Woodburn Urban Renewal Agency, acting in its capacity as the Local Contract Review Board, authorize the City Administrator to enter into a Service Agreement with Monica Milligan (Contractor) for installation of a mural on the city owned building located at 190 Garfield St. and in a sum not to exceed \$18,000.

BACKGROUND:

The Woodburn Public Arts and Mural Committee (PAMC) issued a Call for Artists/Request for Proposals (RFP) on October 6, 2023, with a deadline of November 3, 2023. We received ten (10) proposals in response to the RFP.

The PAMC convened a committee to review and score each proposal, using the scoring matrix included in the RFP, and referred the three highest scoring proposal to the entire Public Arts and Mural Committee for final selection.

At the December 13, 2023, PAMC meeting, the Committee selected Monica Milligan as the contractor to recommend to the Urban Renewal Agency to complete the mural on the Woodburn Engineering building located at 190 Garfield Street.

DISCUSSION:

The Agency is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects and has identified in its plan a goal and objective to providing Agency funds "for art in public spaces within the urban renewal areas".

Agenda Item Review: City Administrator ___x___ City Attorney ___x___ Finance ___x___

The Woodburn Public Arts and Mural Committee desires to contract artistic services with Monica Milligan to complete the "Woodburn" mural on the south side of the Woodburn Engineering building located at 190 S. Garfield. Illustrations depicting the mural concept are included in the attached documents attached under Exhibit A. The artist will work closely with the PAMC to refine the details of the mural. Completion of the mural will be no later than June 30, 2024.

In accordance with the terms and conditions of the Services Agreement, the Agency shall authorize an amount not to exceed \$18,000 to carry out all activities and work necessary to complete the art installation.

FINANCIAL IMPACT:

This project is identified in the adopted fiscal year 2023/24 Urban Renewal Budget through the Woodburn Public Arts and Mural Committee for an amount up to eighteen thousand dollars (\$18,000).

**CITY OF WOODBURN
PUBLIC ARTS AND MURAL COMMITTEE SERVICES AGREEMENT**

THIS PUBLIC ARTS AND MURAL COMMITTEE SERVICES AGREEMENT (the "Agreement") dated this _____ day of _____,

BETWEEN:

CITY	CONTRACTOR
City of Woodburn 270 Montgomery St, Woodburn, OR 97071 (the "City")	Monica Milligan 17853 SW Wakem St, Beaverton, OR 97003 (the "Contractor")

BACKGROUND

- A. The City believes that the Contractor has the necessary qualifications, experience and abilities to provide art installation services to the City.
- B. The Contractor is agreeable to providing such services to the City on the terms and conditions set out in this Agreement.

AGREEMENT

The City and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The City hereby agrees to engage the Contractor to provide the City with the following services (the "Services"):
 - Contractor shall install a mural on the south-facing wall of the City's Public Works Building located at 190 Garfield Street, Woodburn, Oregon (the "Property").
 - Illustrations depicting the mural concept are attached and incorporated herein as Exhibit A (the "Mural").
2. Complete installation of the Mural will be no later than June 30, 2024.

3. Duties of the Contractor shall also include:

- A. Contractor shall be responsible for the quality and coordination of all Services furnished by Contractor under this Agreement.
- B. Contractor shall provide, at its sole expense, all equipment and materials necessary to perform the Services described in this Agreement.
- C. Contractor shall determine the artistic expression and design of the Mural, subject to periodic review and acceptance by the City with oversight from the City of Woodburn's Public Arts and Mural Committee.
- D. Contractor shall complete the Mural in substantial conformity with the final design accepted and approved by the City. The Contractor shall not deviate from the approved final design without the City's prior written approval.
- E. If considered necessary for Mural installation planning purposes, Contractor shall confer with City Building and Engineering staff prior to undertaking any physical work or installation on the Property.
- F. Contractor shall be available with reasonable advance notice for a reasonable number of meetings required to coordinate design and project implementation, ceremonies and the like, as necessary.
- G. Contractor shall be responsible for employing or engaging all persons necessary to perform its Services and will abide by all applicable State and Federal laws regarding the employing or engaging said persons including, but not limited to, tax reporting, anti-discrimination, and workers compensation.
- H. Contractor is engaged as an independent contractor and is responsible for any federal or state taxes applicable to any payments made under this Agreement.

TERM OF AGREEMENT

- 4. The term of this Agreement (the "Term") shall commence upon execution of the Agreement and will remain in full force and effect until the completion of the Services, which Contractor shall complete no later than June 30, 2024. The Term of this Agreement may only be extended with the written consent of the Parties.

TERMINATION OF THE AGREEMENT

- 5. The City may terminate this Agreement if the Contractor fails without cause to complete the Services by the completion date stated herein. In the event of termination under this Section, the Contractor agrees to return to the City all payments made to the Contractor,

but Contractor shall not be liable for any additional expenses, damages or claims.

COMPENSATION

6. The Contractor will charge the City for the Services as follows (the "Compensation"):
 - Total price will be \$18,000
 - Payment will be made in full upon completion of the mural and receipt of Contractor's invoice
7. Following City's review and acceptance of the Mural installation by Contractor under this Agreement, Contractor shall submit an Invoice for the remaining Compensation at the following email address: Jamie.Johnk@ci.woodburn.or.us. City shall remit payment of invoiced amounts to Contractor within thirty (30) days of receipt.
8. Except as otherwise provided under Section 5, in the event that this Agreement is terminated by the City prior to completion of the Services, the Contractor will be entitled to 30% of the agreed upon compensation, provided that there has been no breach of contract on the part of the Contractor. If the Mural painting/installation process has already begun when termination by the City takes place, the Contractor will be entitled to 60% of the agreed upon compensation.
9. The Contractor will not be reimbursed for any additional expenses incurred in connection with providing the Services under this Agreement (e.g. travel, supplies, materials, etc.).

PENALTIES FOR LATE PAYMENT

10. Any late payments from City will trigger a fee of 3.00% per month on any amount still owing.

DISCLOSURE OF FEDERAL TAX ID NUMBER

11. Contractor must provide City with Contractor's federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Federal tax ID numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

12. Contractor represents and warrants to the City that:
 - A. It has the power and authority to enter into and perform this Agreement;

- B. It is registered and in good standing and licensed to do business in the State of Oregon;
 - C. It is, at all times during the term of this Agreement, qualified, and professionally competent to perform the Services;
 - D. The Services to be provided under this Agreement shall be performed in a good and workmanlike manner and in accordance with professional standards (i.e. free from defective or inferior materials and workmanship for a minimum of three years);
 - E. The Mural to be installed under this Agreement is solely the result of the artistic effort of Contractor; and
 - F. The Mural artwork is original and does not infringe upon any known copyright or the right of any person.
13. If within three (3) years of final acceptance of the Mural the City observes any breach of warranty described in this Section that is curable by the Contractor, the Contractor shall, at the request of the City, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Contractor of such breach with reasonable promptness. If such a breach is not curable by the Contractor, the Contractor shall be responsible for reimbursing the City for damages, expenses and loss incurred by the City as a result of the breach.
14. These representations and warranties will survive the termination or other expiration of this Agreement.

CONFIDENTIALITY

15. Contractor, may, in the course of its duties have in its possession sensitive information relating to internal policy and procedure of the City. All such information is confidential and unless permitted by the City in writing, Contractor shall not disclose such information, directly or indirectly, to any party, its counsel or any representatives, or use it in any way, except as required to perform their duties as requested by the City.

OWNERSHIP & INTELLECTUAL PROPERTY

16. Title of ownership of the Mural artwork shall pass from the Contractor to the City upon final acceptance by the City. Following acceptance, the City, its employees, agents, and contractors may undertake activities to maintain, repair, modify, replace, or remove the Mural should be become damaged, or fall into disrepair, or fail to comply with the codes and ordinances of the City of Woodburn.

17. With respect to the City of Woodburn, its officials, employees, agents, and volunteers, the Artist hereby waives any right that Artist may have under the Visual Artists' Rights Act, 17 U.S.C. §§ 106, 106A, and 113, as amended ("VARA"), and any successor statutes, related to the Mural described in this Agreement.
18. The Contractor shall retain copyright in and to the Mural artwork under the Copyright Act of 1976, 17 U.S.C., Section 101, et seq., as the sole author of the Mural.
19. Contractor grants to the City and its assigns an irrevocable and exclusive license to make two dimensional reproductions of the artwork for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity and catalogues or other publications. City shall, to the best of its ability, ensure that any reproductions of the artwork contain a credit to the Contractor as the original artist.
20. In view of the intention that the final Mural artwork be unique, Contractor shall not make any additional duplicate reproductions of the final artwork, nor shall the Contractor grant permission for other to do so except with the written permission of the City. However, nothing herein shall prevent the Contractor from creating future artwork in the artist's manner and style of artistic expression.

MAINTENANCE & CONSERVATION

21. The City assumes all maintenance responsibilities and conservation costs from the time that it completes acceptance under this Agreement. The City assumes to maintain the Mural by respecting the Contractor's specific instructions and will endeavor to protect the Mural from deterioration other than that caused by normal wear.
22. If, after the City accepts the Mural, it is damaged in any way, the City shall undertake the following steps: (i) notify the Contractor immediately, specifying the nature of the damage caused; and (ii) if practicable, agree with the Contractor on measure to be taken to repair and/or restore the Mural.

CAPACITY/INDEPENDENT CONTRACTOR

23. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee of the City. The Contractor and the City acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The City is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

INDEMNIFICATION

- 24.** To the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination or other expiration of this Agreement.

INSURANCE

- 25.** Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof.

FORCE MAJEURE

- 26.** Neither the City, nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of the City or Contractor, respectively. Contractor 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 obligations under this Agreement.

ASSIGNMENT

- 27.** City has selected Contractor based on its reputation and specialized expertise. Contractor shall not enter into any subcontracts for any of the Services required by this Agreement, or assign or transfer any of its interest in this Agreement without City's prior written consent.
- 28.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

NOTICE

- 29.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- A.** City of Woodburn
Attn: Jamie Johnk, Economic Development Director
270 Montgomery St, Woodburn, OR 97071

- B. Monica Milligan
17853 SW Wakem St, Beaverton Or 97003
mamilligan.artist@yahoo.com

Or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered: (i) immediately upon being served personally; (ii) three days after being deposited with the postal service if served by registered mail; or (iii) the following day after being deposited with an overnight courier.

COMPLIANCE WITH APPLICABLE LAWS

30. To the extent applicable, Contractor shall:

- A. Comply with all state and local tax laws, including, but not limited to, ORS 305.620 and ORS chapters 316, 317, and 318.
- B. Comply with all federal, state, and local civil rights and rehabilitation laws prohibiting discrimination based on race, color, sex, national origin, English proficiency, religion, age, disability, income, sexual orientation, or gender identity.
- C. Be subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements.
- D. Use recyclable products to the maximum extent economically feasible in the performance of the contract.
- E. Pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).
- F. Comply with all other provisions of ORS Chapters 279A and 279B relating to public contracts. ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235 are incorporated into the Agreement by this reference and made binding on the parties.

GOVERNING LAW

31. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon.

SEVERABILITY

- 32.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

MERGER CLAUSE; WAIVER

- 33.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

[Signature Page to Follow]

CONTRACTOR DATA, CERTIFICATION AND SIGNATURE
(please print or type)

Name (tax filing):	Address:
Email:	Phone #: Facsimile #:
Social Security #: or Federal Tax ID #:	State Tax ID#:
Citizenship , if applicable: Non-resident alien <input type="checkbox"/> Yes <input type="checkbox"/> No	
Business Designation (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company	
Above payment information must be provided prior to Contract approval. This information will be provided to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. Information not matching IRS records could subject Contractor to 31 percent backup withholding.	

Certification and Execution:

Contractor, by execution of this contract, hereby acknowledges that contractor has read this contract, understands it, and agrees to be bound by its terms and conditions.

The Contractor hereby certifies that: (a) the number shown on this form is Contractor's correct taxpayer ID and (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding or (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

Signed by the Contractor:

Monica Milligan

Monica Milligan

Date

Accepted and Signed by the City:

City of Woodburn

Scott Derickson
City Administrator

Date

City of Woodburn
270 Montgomery Street
Woodburn, OR 97071
Email: Scott.Derickson@ci.woodburn.or.us

EXHIBIT A

COMMISSIONED ARTWORK ILLUSTRATIONS

PROPOSAL:



Project Overview:

- The mural will prominently feature the word "Woodburn" in large font with a welcoming introduction.
- The design will incorporate key elements representing Woodburn's identity, including the Tulip Festival, soccer, abundant berries and nurseries, azalea production, native wildlife, and the cultural significance of the Woodburn Fiesta Mexicana.
- The mural will be set against a scenic backdrop of Woodburn's natural beauty.

Technical Details:

- The mural will be a full wall installation directly adhered to the surface.
- Quality grade spray paint will be the primary material, with minimal brush work for fine details (if necessary, using exterior acrylic paint).
- Dimensions: Approximately 44 feet in length, 19 feet in height.
- Completion Time: 13 days (weather permitting).
- Lower portion: 8 days (completed on flat foot, step stool, and extension ladder).

- Upper portion: 5 days (using a 34 ft Articulating Boom Lift Electric)

Material Budget:

- Spray paint, exterior acrylic paint, brushes, spray caps, drop cloths, and miscellaneous supplies such as tape, stencil: \$700.
- Rental of boom lift: \$1,000.

Maintenance and Upkeep:

- Artist offers maintenance for up to ten years while residing in Oregon, with reimbursement for travel expenses only.
- No additional fees for upkeep.
- Vandalism or tagging will be addressed on a case-by-case basis, with collaboration between the artist and appropriate city authorities to resolve.

Preservation and Alterations:

- Sealer is not required and is optional.

As a professional painter, I typically refrain from sealing spray painted works in order to facilitate touch-ups if necessary in the future. However, the decision to seal it will be determined by the client and remains an optional choice. Should the client opt for the mural to be sealed, an additional fee of \$300 will be added to the budget to cover this service.

Paints utilized for the mural will possess UV and weather-resistant properties.

- Before any party makes alterations, the cause of deterioration will be determined and corrected, with consultation from the original artist.

(This is to honor moral rights and ensure accurate preservation if for instance another party is asked to fix, change or add on to the mural.)

Total Cost Estimate:

- Mural Installation Fee: \$14,440

Breakdown: Artist time and labor at \$15 per sq foot x836 sq ft: includes high level of detail, many moving parts/ multiple subjects

- Materials: \$700
- Lift Rental: \$1,000
- Travel Expenses: \$200

(sealer not included in total installation fee)

Thank you for considering this proposal.

Letter of Interest:

Monica Milligan
17853 SW Wakem St, Beaverton Or 97003
mamilligan.artist@yahoo.com
503-995-5773
Sample work: inserted picture on google doc

I am writing to express my interest in the Annex mural opportunity. As a long-standing resident of Oregon, Woodburn offers a neighborly spirit with its natural beauty and diversity which I would love to highlight.

Having had the opportunity of experiencing various cultures and working within diverse community settings, I believe I bring a valuable perspective to this project. My background in creating large-scale mural artwork further enhances my qualifications for this project. I am confident that my passion for art and community, combined with my experience in mural creation, aligns with the objectives.

Thank you for considering my application. I look forward to the possibility of collaborating on this project and contributing to the continued enrichment of the city of Woodburn.

Sincerely, Monica

Artist Statement:

Originally from the Midwest, my artistic journey has taken me from there to the beautiful state of Oregon. Along the way though, I've had the opportunity to immerse myself in the rich cultures of Costa Rica, the Philippines, and Singapore, thanks to family ties. These experiences have a major influence on my artistic perspective.

With over 25 years of personal art development and a decade of professional practice, my style is a fusion of bold, vibrant colors and intricate detailing. This blend creates works that offer depth and saturation that are eye-catching. I use my cultural influences in my art expression as well as nostalgic references from my childhood. I also enjoy painting people and nature. As my portfolio evolves, my mural work stems from a desire to leave a mark on communities through storytelling, hoping to inspire.

Also coming from a diverse background, I find a natural connection with individuals from different walks of life. Art I believe is a universal language with no boundaries, allowing meaningful connections. Currently, my focus is on leveraging my art as a means to give back, whether through mentorship, collaborative community endeavors, or nurturing our youth and fostering those experiences.

Resume:

Monica Milligan
17853 SW Wakem St, Beaverton Or 97003
mamilligan.artist@yahoo.com
503-995-5773
www.mamartworks.com

Objective:

Dedicated and versatile visual artist with extensive experience in various painting techniques and styles, including aerosol spray paint, acrylic, sketch pencil, chalk pastel, and digital art. Experienced in portraiture paintings, abstract art, pop art, still life, surrealism, modern art. Proven track record of successful collaboration and mentorship in both community outreach, public works and educational settings.

Professional Experience:

Independent Painting Instructor and Event Coordinator for multiple partnered public and private venues.

Partnered Public Venues:

Tualatin Valley Estate Winery
Forest Grove, Or
2017-current

Additional Public Venues:

Malones Ale House
Hillsboro, Or
2018-current
Senet Game Bar
Tigard, OR
2023
CopperMountain Ale Works
Tigard, 2023

Tigard Tap House
2022

- Instructed and coordinated paint classes in public and private settings, demonstrating expertise in acrylic painting and other techniques.
- Mentored and taught painting to children in need, fostering their artistic development and self-expression.
- Collaborated with my son on community outreach projects, including mural work.

Exhibitions:

- Raw Artist
- Art Splash Tualatin
- Hillsboro Farmers Market
- Leaves and Laces Sneaker Week
- Pancake&Booze
- Trapxart
- Abby Creek Winery
- Tigard Art Walk Public Art Installation

Painting Class Highlights:

- SPARC 6 Week Canvas Painting Course, Five Oaks Middle School, Beaverton, OR (April - May 2017)
- Children's Miracle Network Fundraising Paint Night Event, Malones Ale House, Beaverton, OR (June 2019)
- Ascending Flow Foster Alumni Art Class, Portland, OR (2020)
- Positive Wave Feel Good Look Good Event for Young Men, Alberta Street Pub, Portland, OR (10/30/2021)
- Uplifting Youth Voices 8 Week Intro to Acrylic Canvas Painting and Mural Program, Portland, OR (June 2022)

Mural Highlights:

- "Water Wall," Foster Alumni Drop in Center, Mill Park Center, Portland, OR (Dec 2020)
- "World Trade Center Clean Up Project," Portland, OR (Summer 2020)
- "Good Neighbor Center Tree of Life," Resident mural for homeless families, Tigard, OR (Sept 2019)

- "Good Neighbor Center Outdoor Play Area," Tigard, OR (April 2021)
- "Old Man Winter," Tribute mural for public figure, Newport, OR (Aug 2021)
- "Braking Cycles," Mural project for at risk youth, Portland, OR (Oct 2021)
- "Uplifting Youth Voices" Mural Program, Portland, OR (June/July 2022)

Fundraisers/Charity Events:

- Baseball Beyond Borders Program Fundraiser, Seattle, WA (September 2017)
- Practice Facility Fundraising Event, Tigard, OR (Nov 2017, 2018)
- Canvas Painting Gifted to singer/song writer Garth Brooks for his contribution working with children in need with his Teammates for Kids foundation, Tacoma, WA (Dec 2017)

Apprenticeship/Education:

- Mandatory training PPS Contractor (2022-2024)
- Equity in the Arts Mural Program, Chattanooga, TN (2017)
- Cartooning & Caricatures under award-winning artist Alan Schmertlzer, High School (2002)

References:

April Burgett

Havana Chamber of Commerce

217-722-3917

aburgett9801@gmail.com

(City of Havana mural grant program, city murals 2023,

<https://www.historichavanainillinois.com/public-art--downtown-murals.html>)

Selena

Tigard Downtown Alliance

503-679-0608

stumptownmama@gmail.com

TDA@exploredowntowntigard.org

(electrical boxes mural project for city of Tigard Art Walk 2023, Fanno Creek Trail city bench mural project 2023)

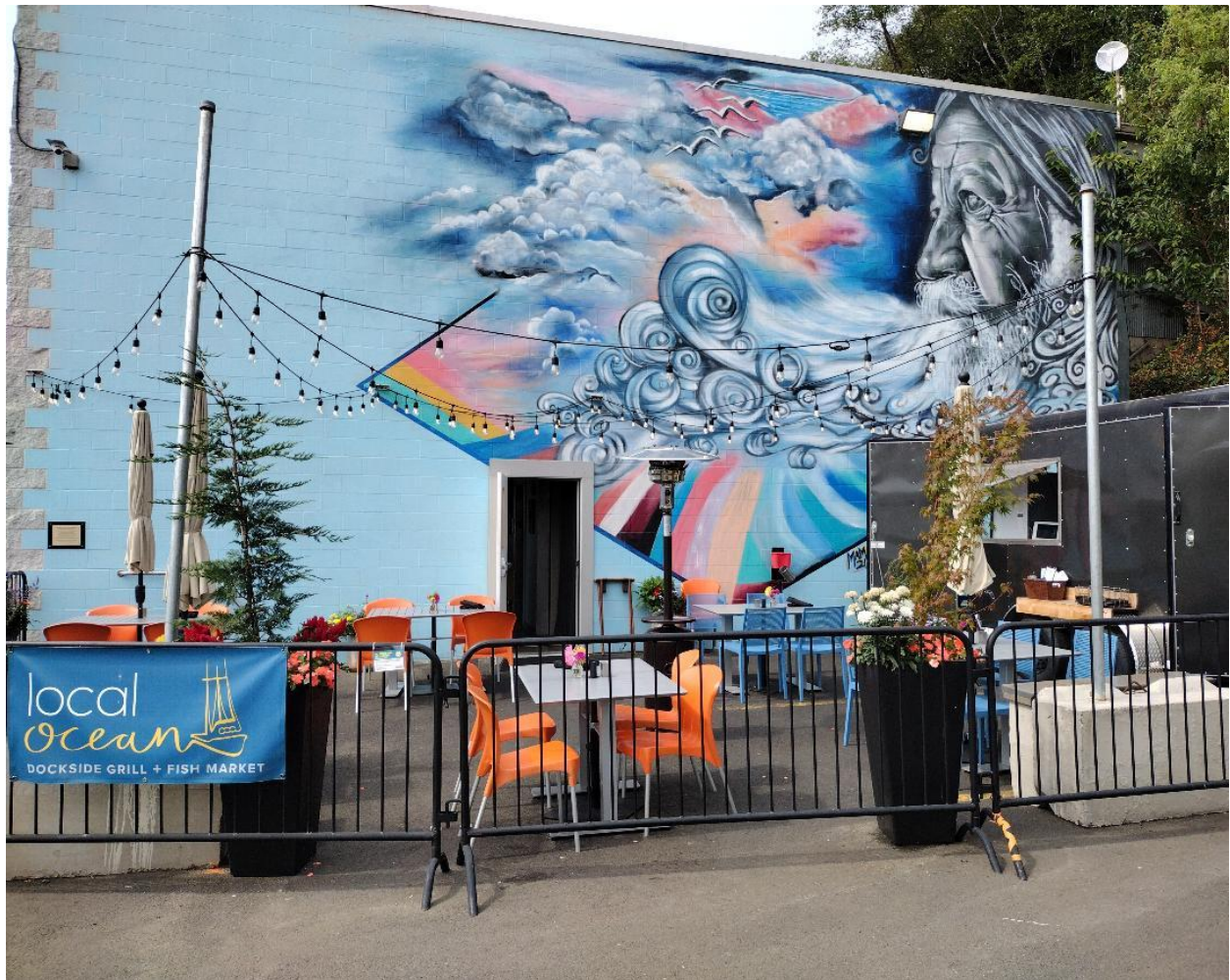
Dunja

Vibe PDX

503-320-5600

music@vibepdx.org

(Uplifting Youth Mural program and public mural installation for PPS students assisted by RACC summer 2022)



Old Man Winter spray paint and acrylic bucket paint mural



Blue Butterfly spray paint mural



Joyce Byrant spray paint mural



Greeting from Havana mural spray paint mural



Uplifting Youth Voices mural created by myself and children, spray paint, acrylic bucket paint

EXHIBIT B INSURANCE

During the term of this Contract, Contractor shall maintain in force at its own expense, insurance as noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027);

2. ☐ Required by the City ☒ Not required by the City

Professional Liability insurance with a combined single limit, or the equivalent, of not less than ☐ \$500,000, ☐ \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. ☒ Required by the City ☐ Not required by the City

General Liability insurance with combined single limit, or the equivalent, of no less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City of Woodburn and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Agreement.

4. ☐ Required by the City ☒ Not required by the City

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than ☐ Oregon Financial Responsibility Law (ORS 806.060), ☐ \$200,000, ☐ \$500,000, ☐ \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City.

6. **Certificates of insurance.** As evidence of the insurance coverages required by this Agreement, the Contractor shall have on file and furnish upon request acceptable insurance certificates to the City prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete policy copies shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

EXHIBIT C

CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(All Contractors are required to complete Exhibit C unless they are registered as a Corporation)

Oregon Revised Statute (ORS) 670.600 provides a standard definition of “independent contractor” to be used by certain Oregon agencies. The City will rely on the factors provided in ORS 670.600 to verify Contractor’s independent contractor status.

To be considered an “independent contractor”, Contractor must: Provide services for remuneration and be free from direction and control over the means and manner of providing its services and be engaged in an “independently established business.”

Contractor is considered to be engaged in an “independently established business” if **three** of the following requirements are met (check all that apply):

- ☐ **A.** The labor or services are primarily carried out at a location that is separate from Contractor’s residence or is primarily carried out in a specific portion of the Contractor’s residence, which is set aside as the location of the business.
- ☐ **B.** Contractor assumes financial responsibility for defective workmanship related to the business or services (as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided).
- ☐ **C.** Contractor has provided contract services for two or more different people in the last twelve (12) month period.
- ☐ **D.** Contractor routinely engages in business advertising, solicitations, or other marketing efforts.
- ☐ **E.** Contractor makes a significant investment in the business (as evidenced by purchasing tools and/or equipment, paying for the premises or facilities where services are provided, or paying for all required licenses and/or certificates).
- ☐ **F.** Contractor has the authority to hire other persons to provide or assist in providing the services (and has the authority to fire those persons).

Contractor Signature: _____ Date: _____