

# **Memorandum of Understanding between the Downtown Oregon City Association and the City of Oregon City**

## **Overview**

This agreement outlines a partnership between Main Street Oregon City, DBA Downtown Oregon City Association (DOCA) and the City of Oregon City (City). This memorandum outlines an agreement for the City to provide support to enhance DOCA's activities to benefit Downtown Oregon City and City of Oregon City goals during the City's fiscal period from July 1 to June 30 during the years of 2023 -2024 and 2024 – 2025 ('The City's Biennium Period)

DOCA, organized in 2009, is a 501(c)(3) non-profit organization and a nationally accredited, award-winning Oregon Main Street Program. DOCA's mission is to build community and cultivate commerce in Oregon City's historic downtown.

DOCA advances economic development; promotes tourism; facilitates the attraction of new business to Main Street downtown and the expansion of existing downtown businesses; fosters partnerships with merchants, civic leaders, organizations, and the community and sponsors and produces exciting events.

DOCA's efforts aim to bring thousands of local and national visitors to Oregon City each year and raise the profile of Oregon City as a destination, including but not limited to, successful events, promotion, placemaking connectivity and economic development activity. Efforts aim to cultivate meaningful engagement, commerce, and civic pride.

The following agreement outlines the anticipated Scope of work that DOCA will be engage in while using financial and technical support from the City of Oregon City to complete. Resources provided by the City are utilized to maintain and grow the activation, preservation, and economic stability of Downtown Oregon City.

## **Funding Arrangement**

The City agrees to fund DOCA for the 2023-2025 biennium.

The City's contribution will be \$60,000, paid in a lump sum at the execution of this contract and then at the beginning of the 2024-2025 fiscal year beginning July1, 2024. DOCA will match this funding at 100% per year for a minimum of \$60,000 per year with other funds, not from the City of Oregon City sources, such as other City facilitated grants or other contracts for services. DOCA agrees not to co-mingle the City's funding with other funding sources. These funds will be kept in a separate bank account, with funds transferred on a monthly basis to cover fifty percent (50%) of operating costs to maintain the matching fund requirement.

## **Scope of Work for DOCA Staff and Board**

These funds, including DOCA's match, will be used to fund DOCA's operations with the following deliverables:

Provide a copy of DOCA's Workplan and Annual Reports, including financial statements ending December 31, 2023, and ending July 31, 2024, and again for the period ending December 31, 2024, and ending July

31, 2025. This information will be provided to the City's Lead Representative with regard to this Agreement, the Economic Development Manager or other City designated individual should this position be vacant.

Meet quarterly with the City's Lead Representative to review DOCA's deliverables as outlined in this MOU. The team to be included in these meetings will be the Economic Development Manager and/or his/her designee.

Provide Biannual updates to City Commission in June and December. Funds raised, visitor attendance, and origin of trip information shall be included in biannual reports. DOCA's staff will work with the City to implement the City-led initiatives with the approval of DOCA's Board of Directors.

Serve as an active downtown representative for city-led initiatives, through promotion and marketing assistance to the City. Such City-led initiatives shall include economic development and tourism-related initiatives. DOCA will support all public safety and emergency initiatives without discussion. DOCA will discuss with the City any city-led initiatives with which they or their members have concern prior to providing promotion and assistance.

DOCA will produce at least three events on behalf of the City of Oregon City: Trick or Treat Event, First City Celebration, Holiday Tree Light event. .

DOCA will cross-promote the Travel Oregon City tourism brand during visitor-facing initiatives. This includes using social media tags such as @TravelOregonCity and others suggested by City's Economic Development Department. DOCA will utilize and display the City's logo at all DOCA's events, on all marketing materials, and digital promotions, upon review with the City.

DOCA will provide, in a timely manner, letters of support, meeting attendance, and shared information and data for city-led initiatives and other programs supporting city goals, as directed by the DOCA Board of Directors.

### **Scope of Work for the City of Oregon City**

To support this partnership, the City of Oregon City will provide financial assistance along with the following technical support:

The City will provide logistical/technical support for events sponsored by the City. Events sponsored by the City shall include a Trick or Treating Halloween Event, a Tree Lighting Christmas Event, and First City Celebration. This shall not preclude other events that the City and DOCA mutually agree to launch. Logistical support from the City may include road closures and parking strategies with a City-approved plan/permit.

DOCA will pay the City for the cost of logistical support including the use of City personnel and associated permits needed to implement logistical assistance for all events but excluding executive managerial coordination. DOCA will pay for any City-owned equipment utilized to assist with city sponsored events on the condition that such equipment and personnel are available for DOCA's use. DOCA may apply for assistance to organize and manage other City-sponsored events, but approval is conditioned on the merits of the application and approval by the Oregon City Commission.

The City, through its Economic Development Department, will advise and consent to DOCA generated marketing and promotion activities associated with First City Celebration, and other City-sponsored events.

**Administration**

DOCA agrees to adhere to the following administrative stipulations:

DOCA will invoice the City at the beginning of the fiscal years 2023 and 2024 and provide documentation of hours worked or allocated against elements of its workplan the city’s economic and tourism-related goals.

DOCA will be responsible for maintaining all necessary insurance and preparing all required taxes appropriate to a 501(c)(3). Insurance will include at least Directors and Officers, General Liability, and Worker’s Compensation policies with limits of at least \$1M per occurrence and \$2M aggregate.

DOCA and the City acknowledge there will be modifications to the workplan. DOCA may revise its workplan through review with the City’s Economic Development Department.

Notices. Any notices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, email or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received. Bills and invoices may be sent by e-mail or United States mail.

To the City of Oregon City:

The Oregon City Department of Economic  
Development  
625 Center Street  
PO Box 3040  
Oregon City, OR 97045  
Attention: Economic Development Manager  
Email: EcDev@orcity.org

To DOCA:

The Downtown Oregon City Association  
814 Main Street  
Oregon City, OR 97045  
Attention: Executive Director  
Email: admin@downtownoregoncity.org

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Termination. Each party may choose to terminate its participation in this agreement at its sole discretion with advance written notice of 90 days. In the event of termination by DOCA, it shall reimburse the City on a pro-rated basis of the remainder of the year in which the annual contribution has been made upon termination. The pro-rated reimbursement shall be based on the remaining months in the fiscal year at

\$5,000 per month. Pro-rated funds shall be returned to the City no later than 90 days after written termination is provided.

In the event of the City's termination, the City's Lead Representative will have the option of evaluating the level of DOCA's performance and determine the amount of the contract completed and then provide a proposal for DOCA's return of funds to the City or the Lead Representative shall request a return of funds on a pro-rated basis based on the remaining months left in the fiscal year.

Prior to the distribution of the funding, DOCA shall demonstrate to the City Commission that the Scope of Work and administration requirements as outlined in this MOU are being met, followed by the City's Lead Representative recommendation.

Failure to perform the elements of DOCA's workplan and elements of this Agreement as determined by the City's Lead Representative and City Commission, shall result in the termination of this MOU and shall trigger the process of termination by the City's Lead Representative.

**City of Oregon City**

\_\_\_\_\_  
Signature of City Manager, Anthony J. Konkol III

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Downtown Oregon City Association**

\_\_\_\_\_  
Signature of Board Chair, Kelli Upkes

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name