

AMENDED  
CITY of ST. HELENS  
And  
ST. HELENS MAIN STREET ALLIANCE  
JOINT MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MOU), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of St. Helens, an Oregon municipal corporation (hereinafter referred to as the City), and the St. Helens Economic Development Corporation, a 501(c)3 non-profit corporation (hereinafter referred to as ST. HELENS MAIN STREET ALLIANCE), for the purpose of defining the relationship and responsibilities of the parties as they pertain to the implementation of the Oregon Main Street Program in St. Helens, Oregon.

**RECITALS**

WHEREAS: ST. HELENS MAIN STREET ALLIANCE is recognized as an Oregon non-profit organization, established as a 501(c)(3) entity, as recognized by the Oregon Department of Revenue and the Internal Revenue Service, and as such has formed its own elected Board of Directors and has developed its own Bylaws. Since its establishment ST. HELENS MAIN STREET ALLIANCE has been the organization in St Helens following and working to implement the Oregon Main Street Program, and,

WHEREAS: City and ST. HELENS MAIN STREET ALLIANCE desire to maintain and enhance a healthy, vibrant Main Street business district that functions as the economic, social, and cultural center of the community; and,

WHEREAS: City and ST. HELENS MAIN STREET ALLIANCE desire to work cooperatively on efforts to improve and revitalize the Main Street business district in St. Helens in accordance with the principles and accords set forth by Oregon Main Street and the National Trust for Historic Preservation programs; and,

WHEREAS: City has the means to provide resources to ST. HELENS MAIN STREET ALLIANCE to assist City in achieving goals and projects as established by the City.

NOW, THEREFORE, based on the mutual covenants set forth in this MOU, the parties agree to the following terms and conditions:

**Section 1. Term, Duration, and Termination**

This MOU shall be in effect from the date of signing until June 30, 2021, and shall automatically renew annually on July 1 unless written notification by either party is presented to the other party on or before May 31, of intent to terminate this MOU effective on June 30 of the year of said termination notice. Failure to adhere to the duties and responsibilities outlined in Section 2. may result in the termination of this MOU. If either party terminates this MOU, effective as of the date of termination, any agreed upon financial obligations shall no longer incur, provided that all undisputed obligations incurred to the time of the notice have been remedied pursuant to the terms of this MOU.

**Section 2. Duties and Responsibilities**

A. St. Helens Economic Development Corporation (SHEDCO) shall:

1. Change the registered business name of the St. Helens Economic Development Corporation

(SHEDCO) within 90 days of signing this MOU to more clearly identify SHEDCO as the Main Street Program serving St. Helens, Oregon.

2. Maintain their status in the Oregon Main Street Program and implement the Main Street Approach® in the Main Street business district of St. Helens.
3. Pursue and maintain long-term, diverse funding strategies to ensure the sustainability of ST. HELENS MAIN STREET ALLIANCE.
4. Serve as the fiscal agent for funds received from the City, and other sources used for ST. HELENS MAIN STREET ALLIANCE programs and projects.
5. Maintain all appropriate records, electronic and otherwise, on behalf of St. Helens Main Street revitalization efforts.
6. Make recommendations to City regarding specific Main Street programs and projects as part of their annual budgeting process and ongoing planning efforts.
7. Provide an annual written report and presentation to the City regarding the state of programs, projects and budget related to ST. HELENS MAIN STREET ALLIANCE activities prior to December of each year that this MOU is in effect. Reports shall contain the following:
  - A. Summarized activities of the prior fiscal year.
  - B. Accounting of all funds received and spent in the prior fiscal year, including City funds.
  - C. A budget for the upcoming fiscal year
  - D. A detailed, committee level and/or project specific work plan listing activities for the current fiscal year that includes goals, outcomes, challenges, and measurable performance.
  - E. Community-level demographic and economic data including, but not limited to, that data and other information acceptable to the Oregon Main Street Program.
8. Maintain responsibility for all current and future ST. HELENS MAIN STREET ALLIANCE committees, member appointments and the implementation of their respective work plans. At a minimum, ST. HELENS MAIN STREET ALLIANCE shall provide committees that address the Main Street Four-Point Approach: Organization, Design, Promotion and Economic Vitality.
9. Continue to advocate on the behalf of the community for economic revitalization of the Main Street business district area of St. Helens in a positive and productive fashion.
10. In partnership with the City, hire and maintain an Executive Director whose work will align with the ongoing work and mission. Duties shall include but not be limited to:
  - Attendance at monthly board and membership meetings.
  - Assistance with and coordination of events and activities that align with the shared goal of main street business district economic development.
  - Act as liaison between ST. HELENS MAIN STREET ALLIANCE and City/Public Works/Tourism staff and contractors for resource request, permitting, etc.
  - Provide staff support to committees.
  - Coordinate the staff person's work plan.
  - Assistance with day-to-day operations such as responding to email, maintaining a social media presence, and coordinating meetings.

B. City shall:

1. Provide a base level of funding support to hire an Executive Director whose work will further the

mission of the St. Helens Main Street Alliance of at least \$30,000 annually.

2. Provide office space, equipment, supplies, and support for Main Street Program staff and technical support to ST. HELENS MAIN STREET ALLIANCE, for as long as ST. HELENS MAIN STREET ALLIANCE is in compliance with the provisions of this MOU. This location shall be preferably outside of city hall, within the Main Street business district.
3. Provide a Council liaison to the ST. HELENS MAIN STREET ALLIANCE Board who will function as a non-voting member of the Board and have all other rights and responsibilities associated with Board of Directors membership.
4. Provide funding in the annual City budget for ST. HELENS MAIN STREET ALLIANCE related programs.
5. Provide time and funding (travel and lodging, if required) for the Main Street Executive Director and the Council liaison to attend Oregon Main Street trainings, workshops, and conferences.

### **Section 3. Communication Strategy**

City and ST. HELENS MAIN STREET ALLIANCE commit to a spirit of open and transparent communication that is coordinated to elicit support and further the Main Street Approach. Quarterly meetings will be held between the Main Street Executive Director, The City and ST. HELENS MAIN STREET ALLIANCE Chair to communicate successes, concerns, and to ensure a coordinated effort. Each party is encouraged to initiate a meeting, at any time, to remedy real or perceived deficiencies related to the terms of this MOU. Issues related to ST. HELENS MAIN STREET ALLIANCE compliance with the provisions of this MOU which result in the City considering withdrawal of support as listed in Section 2.B. shall be given high priority to meet and resolve.

### **Section 4. Indemnification and Insurance Requirements**

- A. To the maximum extent permitted by law, the parties shall hold and save each other, their officers, agents, and employees, harmless and shall defend and indemnify each other from any claims, damages, losses, and expenses, including attorney fees, which arise out of the action or inaction of the parties, their agents, officials, or employees in the performance of this MOU.
- B. ST. HELENS MAIN STREET ALLIANCE shall, at all times during the term of this MOU, purchase and maintain a comprehensive limited liability insurance policy. Minimum liability coverage shall be \$2,000,000 per occurrence and \$2,000,000 general aggregate. ST. HELENS MAIN STREET ALLIANCE shall also obtain and maintain Directors & Officers Insurance to cover all subject workers, board members and volunteers as provided by Oregon law.
  1. The City shall reimburse ST. HELENS MAIN STREET ALLIANCE for insurance costs.

### **Section 5. Amendments and Assignments**

All amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be in writing and executed with the same formalities of this MOU. This MOU is binding on the heirs, successors and assigns of the parties hereto but shall not be assigned by either party without first obtaining the written consent of the other. This MOU encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this MOU, made

by or on behalf of any other party, person or entity whatsoever, prior to the execution of this MOU.

### **Section 6. Severability**

The provisions of this MOU are severable; if any Section, subsection, sentence or clause shall be found by a court of competent jurisdiction to be invalid, unconstitutional, or is clearly and specifically preempted by Federal or State laws, the remaining Sections, subsections, sentences, or clauses shall remain in full force and effect, unless the effect of such invalidity, unconstitutionality or preemption effects a material alteration in the benefit of a party's bargain contained herein. Should any provision be declared invalid or unconstitutional or be preempted, the parties shall enter into negotiations within ten (10) days of final judgment or effective date of the law regarding any such matter and make a good faith effort to reform or replace such provision or part thereof with a valid and enforceable provision that comes as close as possible to providing the parties the benefit of its bargain as originally expressed herein.

### **Section 7. Miscellaneous Terms**

- A. Board Restructuring: Per the recommendations in the 2020 Oregon Main Street Community Assessment, City and ST. HELENS MAIN STREET ALLIANCE shall work in partnership to restructure the board. A nominating committee with representatives mutually agreed upon by ST. HELENS MAIN STREET ALLIANCE and the City will be formed composed of City representatives, partner organizations, former ST. HELENS MAIN STREET ALLIANCE board members, and local business representatives. Current board members are encouraged to apply for a position via an application process.
- B. Recommendation Implementation: As applicable, ST. HELENS MAIN STREET ALLIANCE will strive to achieve other recommendations included in the 2020 Oregon Main Street Community Assessment. City shall provide input to identify the recommendations of the highest priority to be achieved.
- C. Code of Conduct: City and ST. HELENS MAIN STREET ALLIANCE shall adopt an organization-wide code of conduct or ethical standards acceptable to both parties within 90 days of signing this MOU.
- D. Representing the Agency: City and ST. HELENS MAIN STREET ALLIANCE shall designate spokespeople to ensure professional, respectful, and mission-driven public communications including statements to the media, internally produced print material, email and other newsletters, social media and other messages intended for the general public.
- E. Communication Commitment: ST. HELENS MAIN STREET ALLIANCE and the City agree to not disparage or denigrate the other orally or in writing. The parties agree that no one, acting on either's behalf (including board members, employees, staff, hired contractors, and consultants), shall publish, post, or otherwise release any material in written or electronic format or any other medium, make speeches, gain interviews, or make public statements or social media posts that would disparage or denigrate the other.
- F. Audits: The City and its representatives shall have full access to, and the rights to examine, all ST. HELENS MAIN STREET ALLIANCE records related to this MOU as often as the City deems necessary by scheduling an appointment with ST. HELENS MAIN STREET ALLIANCE.
- G. Relationship of Parties: Neither party is an agent or employee of the other. No party or its employee is entitled to participate in the pension plan, insurance, or similar benefits provided by any other party. The City and ST. HELENS MAIN STREET ALLIANCE shall work in good faith and

