

**Memorandum of Understanding and Maintenance Agreement
Between City of St. Helens & The Oregon Made Creative Foundation**

This Memorandum of Understanding & Maintenance Agreement (“Agreement”), dated the 2nd, September, 2020 (the “Effective Date”), is by and between the City of St. Helens (“ the City “) and the Oregon Made Creative Foundation (hereinafter, “OMCF”) (all together, collectively the “Parties”).

A. Recitals

1. OMCF and the City are in collaboration on the installation of a sign (hereinafter “New Feature”) to be placed in the City of St. Helens.
2. This Maintenance Agreement is solely between the City and OMCF, as it relates to the ongoing maintenance of this New Feature.
3. The New Feature was installed as part of the Historic Oregon Film Trail.

B. Intent of this Agreement

This Agreement memorializes the Parties’ agreement and understandings regarding the maintenance of the New Feature to be placed at the City of St. Helens. The purpose of this Agreement is to outline specific actions each Party will take to cost-effectively maintain the New Feature.

The Agreement shall be in place for ten (10) years from the date that all parties have signed it.

C. Understanding of the Parties:

1. OMCF will:

- a. Provide the signage to be placed on site and pay for the installation costs associated with the New Feature.
- b. Pay for costs associated with replacement of the New Feature if it is damaged beyond the capacity to fix, and subject to OMCF's, in their sole discretion, ability to provide such funds.

2. The City will:

- a. Install the New Feature themselves or have a licensed contractor (“Installation Contractor”) install the New Feature in accordance with manufacturer’s instructions and in compliance with all applicable rules and regulations regarding placement of sign.
- b. Maintain the New Feature as part of the regular park care by providing reasonable upkeep as needed (e.g. removal of graffiti, bird waste) in order to maintain the surface consistent with the City’s basic aesthetic standards.
- c. Coordinate with OMCF to arrange for the New Feature replacement by OMCF if the City deems that full replacement is necessary due to significant damage. Should damage to the New Feature occur such that there is question

about its continuing presence, both parties agree to discuss and collaborate on whether to replace it, and if so, how to do so.

d. The City will provide OMCF with an insurance certificate from the City or Installation Contractor (as applicable) that lists OMCF and Oregon Film as an Additional Insured with a Waiver of Subrogation and Primary & Non-Contributory wording.

D. Term

This Agreement shall be effective when executed by both Parties and terminates ten (10) years from the execution date.

E. Notices

All notices or other communications required by or relating to this Agreement will be in writing. Correspondence concerning this Agreement shall be addressed to:

For:

Oregon Made Creative Foundation
Tim Williams
Executive Director
123 NE 3rd Avenue, Suite 210
Portland, OR, 97232
Email: makeit@oregonmade.org

For:

City of St. Helens
Attn: John Walsh
265 Strand Street
St. Helens, OR 97051
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email: jwalsh@ci.st-helens.or.us

AGREED AND ACCEPTED

Oregon Made Creative Foundation
By:

City of St. Helens
By:

Tim Williams

Rick Scholl, Mayor
.....

Date:_____

Date:_____