



MEMORANDUM OF UNDERSTANDING

BETWEEN: The City of Brownsville (City)
AND: Brownsville Garden Club (Club)
DATE: March 2025

RECITALS

- A. City owns several pieces of property including public rights-of-way through Brownsville.
- B. Club desires to plant and maintain flowers and other beautification efforts on property owned by the City.

FOR AND IN CONSIDERATION OF THE MUTUAL OBLIGATION HEREIN, THE PARTIES AGREE:

1. **PREMISES.** City allows the Club to improve and plant flowers in specified areas upon mutual agreement. The President of the Club and the City Administrator shall determine projects eligible under this agreement prior to planting or otherwise.
2. **TERM.** The term of this agreement shall be three (3) years. Expires on June 30th, 2027.
3. **PAYMENT.** City agrees to pay for the cost of plants and associated materials for the beautification of specified City projects. The City shall make checks payable to the Brownsville Senior Center in care of the Club. The Club is under the general umbrella of the Brownsville Senior Center for non-profit status.
4. **INDEMNIFICATION.** To the extent legally possible, the Club agrees to indemnify, hold harmless and defend City from and against all claims, damages, losses and expenses, including attorney's fees, made by or paid to others, arising from the Club's activities on any City owned property or from the Club's performance or failure to perform its obligations under this agreement.
5. **TERMINATION.** Either party may terminate this agreement without cause upon thirty (30) days written notice to the other sent First Class and Certified mail to the addresses listed. Upon termination, all rights extended under this Agreement are terminated.
6. **ATTORNEYS FEES AND LEGAL EXPENSES.** In the event any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this agreement or to collect any indebtedness hereunder, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees in the proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing



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any order, judgment, or decree entered in such suit or action. In addition, in the event of default by either party in performance of this agreement, the defaulting party agrees to pay all reasonable attorney fees and legal expenses incurred by the non-defaulting party in collecting any such sums due hereunder even though no litigation is filed.

7. **SUCCESSORS AND ASSIGNS.** The terms, provisions, covenants and conditions contained in this agreement shall apply to, bind and inure to the benefit of the heirs, personal representatives, administrators, legal representatives, successors and assigns of the City and the Club.
8. **ENTIRE AGREEMENT.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either verbal or written, between the parties.
9. **MODIFICATION AND WAIVER.** No change or modifications of this agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any term or condition thereof be deemed a waiver of such term or condition in the future, unless such change or modification or waiver shall be in writing signed by all the parties.
10. **INTENT.** The intent of this Agreement is to cooperatively work together to create a working relationship that will be mutually beneficial.

CLUB:

BROWNSVILLE GARDEN CLUB

By: _____
President

Address: 339 N. Main Street
Brownsville, OR 97327

CITY:

CITY OF BROWNSVILLE

By: _____
City Administrator

Address: 255 N. Main Street
P.O. Box 188
Brownsville, OR 97327