

Agreement for Services Between The City of Coburg and Coburg Main St

This agreement for tourism, community engagement and economic development services (“Agreement”) is made between the City of Coburg, an Oregon municipal corporation (“City”) and Coburg Main St (“Main Street”) for Fiscal Year 2024-25 (July 1-June 30) and is subject to Coburg City Council (“Council”) review and approval prior to initial execution and any subsequent amendments, extensions or renewals.

RECITALS

- A. The City has an interest in the promotion and support of businesses within Coburg with an objective of retaining and expanding business activity that benefits Coburg residents and the regional economy.
- B. The City collects Transient Lodging Tax revenues, some of which are regulated by Oregon Revised Statutes (ORS) 320.300 through 320.350, that are intended and dedicated to support and promote tourism.
- C. Main Street is a 501(c)3 organization associated with the Oregon Main Street Program with a state mission to “Promote and enhance historic downtown Coburg as the economic, social and cultural heart of the community while inspiring partnerships and community engagement in order to increase community vitality, growth and prosperity”
- D. The City recognizes the value of utilizing community partner organizations to effectively and cost efficiently carry out tourism, community engagement and economic development events, promotions and communications in support of the local tourism economy and the businesses that support the tourism ecosystem
- E. Main Street maintains a commitment to the City to work as a community partner to carry out the tasks and activities described in this Agreement, including reporting to Council with an Annual Report for accountability and compliance with the terms outlined in this Agreement.

AGREEMENT

1. **TERM:**
This Agreement shall be effective July 1, 2024 and shall continue in full force and effect until and including June 30, 2025.

2. CONSIDERATION:

To support the effective completion of the tasks, activities and services as set forth in this Agreement, City agrees to pay Main Street the sum of \$30,000 in quarterly installments beginning July 1, 2024. \$20,000 is intended to provide funding for tourism services and \$10,000 for community engagement and communication, primarily through quarterly newsletters. Both program areas are further defined in section 3: Services Provided.

Additionally, the City grants Main Street the right of use of the IOOF building currently leased to the City for community benefit. Terms of this right of use are detailed in section 4: Use of Facilities

3. SERVICES PROVIDED:

Main Street shall carry out the following:

- a. Develop a tourism marketing campaign that promotes and effectively attracts visitors to Coburg throughout the year.
- b. Conduct a minimum of four seasonal (Winter, spring, summer fall) community events
- c. Create and distribute (electronically and print) a quarterly community newsletter that includes tourism promotion, community events and information, economic development information and opportunities across all business sectors and local government information provided by the City.
- d. Manage/operate the information kiosk located at Pavilion Park utilizing a management and content plan developed by Main Street and approved by City as an amendment to this agreement. Content will ensure a mixture of community, civic and tourism/event/economic development information and be regularly monitored by Main Street to ensure cleanliness and timeliness of posted information.

4. USE OF FACILITIES

To aid in meeting the Agreement objectives and to increase the community utilization of the IOOF Building, the City and Main Street will, at no cost to Main Street, execute a separate sublease agreement for Main Street to manage and operate the IOOF building for both Main Street and community activities within the scope and approval of the IOOF Board of Directors whom the City currently lease the facility from. The sub-lease

will detail insurance liability coverage requirements, define types of uses/activities permitted, rates schedules for different uses (community vs. private vs City) process for improvements/alterations to the facility, responsibilities for utility services, security and other operational details as required. The sub-lease will also address reporting requirements for expenses and revenues associated with the operation and management of the facility.

5. **REQUIRED REPORTING**

Main Street shall provide an annual report to the Council that includes a summary and analysis of the services provided in section 3 above that enables the Council and the community to evaluate the value of the public funds utilized by Main Street.

Reporting shall include a set of performance measures to aid in the evaluation of the effectiveness of the tasks and activities carried out throughout the reporting period.

The report shall also include recommendations, ideas and plans for future activities and programming to increase the value and effectiveness of the partnership over time.

Main Street shall coordinate with City staff in developing the reporting format, data and performance measures to ensure required data is collected to verify compliance with relevant tourism funding ORS provisions.

GENERAL PROVISIONS

1. **Use of Funds.** The use of funds provided by the City is expressly limited to the objectives identified in this agreement.
2. **Unexpended Funds.** Any funds provided by the City to Main Street that remain after the purpose for which the funds were provided or this Agreement expires or is terminated shall be returned to the City within thirty (30) days of completion, expiration, or termination.
3. **Financial Records and Inspection.** Main Street shall also include the following documents in its annual report to the City: a) copies of its 501c letter, IRS non-profit status, and corporate bylaws; b) a list of its Board members, their occupations, and years on the Board; c) financial statements showing previous year expenses and revenues; d) current and projected budgets (total organization and individual programs funded by this grant). Main Street report shall show the relative share of City funds expended for any project compared to overall project funds.

4. Default. If Main Street fails to remedy any material breach of any of Main Street's obligations under the terms of this Agreement within thirty (30) days of receipt of written notice from the City of the breach, or if Main Street fails to expend the funds provided or enter into binding legal agreements to expend the funds within twelve (12) months from the Effective Date of this Agreement, the City, by written notice of default to the Main Street, may terminate this Agreement and may pursue any remedies available at law or in equity. Such remedies may include, but are not limited to, termination of this Agreement, stop payment on or return of the funds, payment of interest earned on funds provided or declaration of ineligibility for the receipt of future awards by the City.

5. Amendments. The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by the parties. Such written amendment will be made a part of this Agreement and subject to all other provisions.

6. Indemnity. Main Street agrees to defend, indemnify, hold harmless, and save the City, its officers, employees and agents from and against any and all losses, claims, actions, costs, expenses, judgments, subrogation's, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Main Street (including but not limited to, Main Street employees, agents, and others designated by Main Street to perform work or services relating to Main Street's obligation under this Agreement). However, Main Street shall not be held responsible for damages caused by the sole negligence or intentional misconduct of the City, its officers, employees, or agents.

7. Insurance. Main Street shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy or policies of comprehensive general liability insurance, including coverage for contractual liability for obligations assumed under this Agreement. The liability under each policy shall be a minimum of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$2,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" basis. The City of Coburg, Councilors, Officers, Agents and Employees shall be named as an additional insured. Endorsements acceptable to the City shall be filed with the City prior to the expenditure of any funds provided to Main Street hereunder. Main Street shall at its own expense provide Worker's Compensation insurance in compliance with ORS 656.017, which

requires subject employers to provide Oregon Workers' Compensation coverage for all their subject workers.

8. Merger. This Agreement constitutes the entire understanding between the parties. There are no understandings, agreements, or representations, oral or written, not specified in this agreement regarding this agreement. Main Street, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

9. Notice. Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party: by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, postage prepaid, to the address set forth below:

City of Coburg:

Adam Hanks, City Administrator
PO Box 8316
Coburg, Oregon 97408

Coburg Main Street:

Megan Dompe, Director of Coburg Main Street
PO BOX 8275
Coburg, Oregon 97408

This Agreement constitutes the Entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No amendment, consent, or waiver or terms of this agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signature below or their authorized representatives, acknowledge having read and understood the Agreement and the parties agree to be bound by its terms and conditions.

City of Coburg

By: _____ Date: _____

Adam Hanks, City Administrator

Coburg Main Street

By: _____ Date: _____

Vicki Bell, Coburg Main Street Board President