

**AGREEMENT**  
**Operation of Stevenson Main Street Program**

This agreement made and entered into this 19<sup>th</sup> day of December, 2019 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and the **Stevenson Downtown Association**, hereinafter referred to as “SDA”.

Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to manage a Main Street Program.
3. The Stevenson Main Street Program vision is for a vibrant and attractive downtown that is home to businesses and welcoming to residents and visitors. The cornerstone tenets of the Stevenson Main Street Program include Organization, Promotion, Design, and Economic Vitality. The City recognizes that a vibrant downtown is a draw for tourists while also enhancing the quality of life for local residents.
4. SDA is uniquely qualified to manage a Main Street program, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
5. It is in the City’s interest to contract with SDA to perform certain activities relating to the design, implementation, and management of the Main Street program that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Performance. SDA will perform the work set forth below and submit requests for payment to the City as outlined in section 3 below.
  - a. SDA will plan and operate the Main Street program as described on Exhibit A, incorporated herein by reference.
  - b. SDA will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. SDA will complete the work and provide the services to be performed under this agreement on or before December 31, 2020.
3. Term. The term of this agreement shall begin January 1, 2020 and end upon the completion of the project, but no later than December 31, 2020.
4. Payment.
  - a. In consideration of the work to be performed as described herein, the City will pay SDA the total sum of \$55,000. SDA will submit a request for payment and a report of work completed every quarter at a minimum. Upon receipt of each satisfactory work report, the City will pay SDA one-quarter (1/4) of the total deliverable of Fifty-five Thousand Dollars (\$55,000) or Thirteen Thousand Seven-Hundred Fifty Dollars and 00/100 (\$13,750). After written notice

to the SDA, the City may withhold payment if the SDA cannot demonstrate substantial compliance with the terms of this agreement. Failure to submit satisfactory work reports demonstrating substantial compliance with this agreement shall be considered a breach of this agreement and the City will be excused from further performance hereunder. All payments will be reimbursements for work performed. Payments will be made on the City's regularly established payment dates following submittal of detailed invoices by SDA to the City.

- b. Final invoice for this agreement must be received by the City on or before January 12, 2021. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
  - c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
  6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
  7. Financial Records. SDA shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
  8. Status of "SDA". It is hereby understood, agreed and declared that SDA is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
  9. Insurance and Liability. SDA shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.  
  
SDA further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by SDA employees, agents, contractors, subcontractors or other representatives.
  10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
  11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

12. Equal Opportunity and Compliance with Laws. SDA shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, SDA shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
13. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
14. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.
15. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and SDA have legal authority to enter into this agreement on behalf of City and SDA respectively and have full authority to bind City and SDA in a valid Agreement on the terms herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF STEVENSON

STEVENSON DOWNTOWN ASSOCIATION

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney

## Exhibit A

### 2020 LTAC Application: SDA Operations

#### 1. Describe your Tourism-Related Activities, Event or Facility:

Support the operations of the Stevenson Downtown Association as we pursue the development of projects that create tourism draws in the downtown area including the Park Plaza Project and the walking tour.

#### 2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the Call for Tourism Promotion Proposals for criteria and items to be prioritized by the Tourism Advisory Committee.

By funding SDA staff and/or additional contractor positions and concomitant operations TAC enables the SDA to better leverage donors funds for tourism-oriented capital projects including the walking tour and park plaza. In our experience donors are most interested in funding capital projects rather than operations, but the success of our capital projects is predicated on reliable staffing. Further, these funds will help the SDA apply for more grants. Last year's LTAC grant of 40k enabled the award of 150k in capital funds from the state legislature and 73k in donations from the business community. Additionally, our staff application for RCO park plaza grant ranked one position away from funding. The typical successful grant application was developed with the support of professional grant writer support and funding a grant writer will put our plaza project on a level playing field with other projects. .

#### 3. Identify your top 5 sources of Revenue:

1. MSTCI
2. LTAC
3. Community Donations
4. Corporate Donations
5. Events

#### 4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

Our current level of fundraising far exceeds our operations budget but is oriented towards capital projects. Following the completion of the park plaza we anticipate a boost to our credibility among our current MSTCI donors that will facilitate a transition from restricted capital projects donations to unrestricted donations.

#### 5. Describe your plans for advertising and promoting your proposed activity or facility.

Our organization communicates and recruits participants through flyers, social media, tabling at local events, person-to-person promotion. We have gained membership into state and national sister organizations that give us access to best-practices and continuing education in our field.

6.Explain how your activity or facility will result in increased tourism and overnight stays.

The SDA promotes excellence in design, operation and programming in the Downtown Business District. A primary focus of 2020 will be increasing the street-level experience and programing of Stevenson including the creation of a free, self guided walking tour as well as a new amphitheater in the courthouse lawn to enhance existing activities such as the farmers market and support the development of new outdoor events. A vibrant downtown will encourage travelers to stop and visit Stevenson, eat and shop, and plan overnight trips.

7. List the number of tourists expected to attend your activity or facility in each of these categories:

1.   5,211   Staying overnight in paid accommodations.
2.   8,150   Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3.  53,244   Staying for the day only and traveling 50 miles or more from their place of residence or business.
4.            Attend but are not included in any one of the categories above.
5.            Estimated number of participants in any of the above categories that attend from another state or country.

Appendix A, Table One: Estimated Effects of Courthouse Lawn Renovation on Local Tax Revenue

	Visitors/Day <sup>1</sup>	50% Buy 1 Meal @ \$12.00	25% Stay Overnight @ \$111.91 <sup>2</sup>	Annual Estimated Revenue
May-September <sup>3</sup> 1% of vehicles stop	197.6	\$1,185.60	\$5,483.40	\$1,000,350.00
October-April .5% of vehicles stop	98.8	\$592.80	\$2,741.70	\$700,245.00
	Total Visitor Spending			\$1,700,595.00
	Total Jobs Created <sup>4</sup>			19.62
	Local Sales Tax Revenue <sup>5</sup>			\$18,706.55
	State Sales Tax Revenue <sup>6</sup>			\$112,239.27
	LTAC Revenue <sup>7</sup>			\$19,651.32

<sup>1</sup> WaDoT average daily car count at 7,600 and average occupancy rate of 2.6 passengers per vehicle

<sup>2</sup> Average spending per visitor per night. Figures based on 2017 State Tourism Study conducted by Dean, Runyan and Associates

<sup>3</sup> Average of 147 sunny days in Stevenson, per National Weather Service.

<sup>4</sup> Amount of visitor spending that supports one job in Skamania County \$86,690 (2017, Dean, Runyan & Associates)

<sup>5</sup> Stevenson Sales Tax @ 1.1%

<sup>6</sup> Washington State Sales Tax @ 6.6%

<sup>7</sup> 39% of overnight visitors (estimated at 25% of 1% and .05% ADT) pay for lodging, triggering \$4 LTAC receipt. Figures based on 2017 State Tourism Study conducted by Dean, Runyan and Associates

8. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

We borrow expertise from each organization to ensure excellence in design and execution. We are in close communication with chamber staff to ensure we don't schedule competing events and that key community players are notified of our activities and part of the design process.

9. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility

We are currently helping to facilitate a joint City/County MOA addressing the operations and maintenance plan for the park plaza.

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

We strive to ensure that each activity we undertake grows the resources and skills of our community. Projects like the murals, oral history and walking tour increase the sense of ownership and pride of our regional community in the downtown core of Stevenson. We believe this is a core aspect of providing year-round, long term economic vitality.

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts

This request for 65,000 represents approximately 42% of our anticipated revenue, exclusive of park plaza oriented grants. Please note, while we will apply for 500k this year for the park plaza, those funds would not be awarded until 2021.

Revenue		
	LTAC	65,000
	MSTCI	83,000
	Donations	5,000-15,000
Expense		
	Operations (rent, utilities, supplies)	5,000
	Staff and/or contractors (eg Executive Director, Grant Writer, etc)	60,000
	Programmatic (eg Walking Tour, Murals)	20,000
	Park Plaza Contribution	70-78,000

12. Sign and date your proposal.

A handwritten signature in black ink, appearing to read 'MGP', written in a cursive style.

Signature

Marie G Perez  
Printed Name

10.16.19  
Date