

AGREEMENT
Park Plaza Support

This agreement made and entered into this 19th 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 assets in the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to design, engineer and construct a plaza.
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 plaza project, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such projects.
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 plaza project 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 design and construct the plaza project as described on Exhibit A, incorporated herein by reference, with final design approval by City Council.
 - 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 the SDA a sum not to exceed \$200,000. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with backup documentation 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



City of Stevenson
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

Stevenson Downtown Association 81-3500088
Organization/Agency Federal Tax ID Number

Marie Gluesenkamp Perez
Contact Name

PO Box 1037, Stevenson WA 98648
Mailing Address

360 818 1429 Director@StevensonMainstreet.org
Phone Email

SDA Park Plaza
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$200,000.00

Supplemental Questions

You may type your answers in Word below or attach a separate sheet. If you attach a separate sheet, please answer all of the below questions and number your answers to correspond to the below question numbers.

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

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.

2020 LTAC Application: SDA Park Plaza

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

Development of a central park plaza in the courthouse lawn by providing pre-construction funds that will be leveraged with existing funds from the SDA and State Legislature Capital Budget. Pre-construction funds will be used to execute site survey, geotechnical engineering, development of construction plans, permitting, etc. Preconstruction work will also include and enable application for a Washington State Recreation and Conservation Office grant which can provide 50-70% of the cost of the park.

All of our major private donors (accounted for in the MSTCI program and BNSF grant) require that their donations not be used for soft-costs such as engineering and design. We are asking for TAC funds to cover specifically these initial costs that our business donors are unwilling to cover.

Last year's LTAC request amount was oriented around a phased approach to pre-construction. Currently, we are requesting funding to execute the pre-construction phase of the project as a whole as our advisors anticipate a cost-savings to this approach. Additionally, awarding these funds will enhance the strength of our RCO grant application due in June of 2020 as it demonstrates strong community support.

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.

As our urban neighbors grow, Stevenson has the opportunity to market itself as the charming small town in the gorge to visit. This plaza is outward expression of our community's forward looking commitment to meeting that demand, while preserving what is unique and special about our downtown. We anticipate finishing pre-construction work in 2020, and depending on the outcome of engineering reports and the city/county MOA we hope to be able to promptly begin construction work to a phased development of the park plaza.

3. Identify your top 5 sources of Revenue:

1. RCO Grants (potential)
2. MSTCI/SDA
3. Legislature allocation (LCP)
4. Corporate Donations
5. Community Donations

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

Yes. With support from the SDA operations budget, we plan to increase our grant writing activities. Last year we applied for a RCO grant and were one position away from

funding. We expect adjustments to the phasing approach and environmental design adjustments will position us to receive funding.

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.

Redevelopment of the courthouse lawn would enhance existing activities such as the farmers market, Christmas and Fair parades, Easter Egg hunt 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. There is substantial evidence that well maintained public bathrooms are a huge draw for tourists and increase the average spending-once someone has stopped to go to the restroom, they often walk around town to stretch their legs and grab a snack. This critical first step can often domino into a decision to come back to spend the night and get to know Stevenson better.

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.

	Visitors/Day ¹	50% Buy 1 Meal @ \$12.00	25% Stay Overnight @ \$111.91 ²	Annual Estimated Revenue
May-September ³ 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 ⁴			19.62
	Local Sales Tax Revenue ⁵			\$18,706.55
	State Sales Tax Revenue ⁶			\$112,239.27
	LTAC Revenue ⁷			\$19,651.32

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

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

³ Average of 147 sunny days in Stevenson, per National Weather Service.

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

⁵ Stevenson Sales Tax @ 1.1%

⁶ Washington State Sales Tax @ 6.6%

⁷ 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. The plaza design includes plans for an outdoor dining area that would be rented to the adjacent restaurant, and those revenues, financial and/or in-kind, would support the maintenance of the park plaza into the future.

Additionally, the amphitheater presents the opportunity for generating revenue via reservation fees, merchandise sales and events.

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

This plaza is a core strategy for providing year-round, long term economic vitality. By investing in the core of downtown, LTAC has the opportunity to increase downtown property value, tax revenue and employment opportunities.

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 \$200,000 represents approximately 10% of the anticipated total project cost. We anticipate being able to contribute 70k every year for the next four years via MSTCI, however the majority of our MSTCI contributions can't be used for pre-construction costs. Please note, expenses related to public engagement and fundraising are included in the SDA operating budget request. Cost estimates are preliminary.

Revenue		-2019	2020	2021	2022	2023	
	LTAC	60,000	200,000				260,000
	SDA	140,000	70,000	70,000	70,000	70,000	420,000
	LCP		150,000	150,000			300,000
	RCO			500,000		500,000	1,000,000
	Corporate	50,000	50,000				100,000

Expense							
	Engineering and Permitting	60,000	250,600				310,600
	Construction			500,000	500,000	500,000	1.5
	Sales tax						108,636

12. Sign and date your proposal.



Marie G Perez

10.16.19

Signature

Printed Name

Date