

AGREEMENT
Operation of Stevenson Main Street Program

This agreement made and entered into this 20th day of December, 2018 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, 2019.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. Payment.
 - a. In consideration of the work to be performed as described herein, the City will pay SDA the total sum of \$40,000. SDA will submit a request for payment and a report of work completed every 30 thirty-days. Upon receipt of each satisfactory work report, the City will pay SDA one-twelfth (1/12) of the total deliverable of Forty Thousand Dollars (\$40,000) or Three Thousand Thirty-Three Dollars and 33/100 (\$3,333.33). 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 13, 2020. **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

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Stevenson Downtown Association

Contact Person: Marie Gluesenkamp Perez

Mailing Address: PO Box 1037, Stevenson WA 98648

Phone: 360 818 1429

Email: Director@StevensonMainstreet.org

Name of Proposed Event: SDA Operations and Staff

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 organization. Include your TIN/EIN if applicable.

EIN: 81-3500088

The Stevenson Downtown Association is a non-profit coalition of neighbors, business owners and community leaders passionate about Downtown Stevenson. We believe a thriving downtown is crucial to the long-term health and vitality of our community

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.

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 ghost mural walking tour.

3. How much are you requesting from City of Stevenson Lodging taxes?

\$40,000.00

4. Submit a brief revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

Our request for \$40,000.000 represents 20% of the anticipated 2019 annual budget for the SDA. We are proud that this represents almost our entire operating budget. The support of the TAC board allows us to dedicate fully 72% of our total budget to direct programming costs, such as the park plaza. Our operational budget accounts for 28% of the proposed annual budget and includes ED salary and contractor wages that will be dedicated to growing skills of exceptionally qualified local students through paid internship programs and professional services to bolster the marketability of our projects to granting agencies and the public.

SDA 2019 Anticipated Budget			
Revenue		Expense	
MSTCI	\$120,000.00	Plaza Match	\$70,000.00
TAC	\$40,000.00	Walking tour, Murals, Oral History, and misc. projects	\$35,000.00
Misc. Grants	\$20,000.00	Storefront Improvements	15,000.00
		Operations (rent, insurance, req. conference and travel, etc)	\$20,000.00
		Contractor salary (ED)	\$30,000.00
		Contractor wages (Student Interns, Economist Study on plaza impact)	\$10,000.00
Total Revenue:	\$180,000.00	Total Expense:	\$180,000.00

5. Please describe your current fund-raising efforts for this project.

Our major source of funding for the SDA is the Main Street Tax Credit Incentive Program. In addition, we carefully document our achievements to provide fodder for external grant applications and dedicate time on a weekly basis for grant research and development.

6. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self supporting.

We are developing a year-round donor relations program that includes newsletters, social media presence and paid thank-you ads in local papers. Furthermore, each capital project we invest in includes a dedicated maintenance fund to ensure that projects have seed money for maintenance during their projected life-cycle.

7. 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.

8. 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 2019 will be increasing the street-level experience and programming of Stevenson including the creation 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.

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

- a. Staying overnight in paid accommodations. NA
- b. Traveling 50 miles or more from their place of residence or business. 5,000
- c. Traveling from another state or country. 2,000

10. 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.

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

Our mural projects include a maintenance fund and are supported through a permanent committee of the SDA. The walking tour oral history element will be permanently hosted on the SDA website archives, and we are exploring collaboration with the museum or library to maintain a quality archive system.

12. How will the Stevenson community benefit from your project?

We strive to ensure that each activity we undertake grows the native resources and skills of our community so that rather than bringing in experts from outside the community to perform an activity, we collaborate with external experts to train our local community in how best to execute our programs. As an organization we constantly strive for excellence in our operations, so that when board members step down, they are equipped with new skills and knowledge to build the strength of community organizations they operate with in the future.

13. Sign and date your proposal.

A handwritten signature in black ink, appearing to be 'M. J. P.', written in a cursive style.

Tuesday, 16th October, 2018

You may attach additional information to help the Tourism Advisory Committee evaluate your proposal.

If multiple activities are planned, please submit a separate application for each activity.