

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

This agreement made and entered into this 10<sup>th</sup> day of December, 2020 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, 2021.
3. Term. The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. Payment.
  - a. In consideration of the work to be performed as described herein, the City will pay SDA the total sum of \$65,000. 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 Sixty-five Thousand Dollars (\$65,000) or Sixteen Thousand Two-Hundred Fifty Dollars and 00/100 (\$16,250). 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, 2022. **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 (SDA) 81-3500088  
Organization/Agency Federal Tax ID Number

Kelly O'Malley-McKee  
Contact Name

PO BOX 1037  
Mailing Address

509-427-8911 director@stevensonmainstreet.org  
Phone Email

SDA Operations  
Name of Proposed Event/Activity/Facility

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

Amount Requested: \$65,000

**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:

Supporting the operations of the Stevenson Downtown Association - a Main Street organization - ensures continued momentum, stability, and partnerships for revitalizing downtown Stevenson and enhancing economic vitality through the Main Street Approach.

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.

Funding the operations of SDA allows continued progress on the tourism-related Courthouse Park Plaza facility, including leveraging more grants and donations for the project. Operations funding also allows ongoing, broad tourism marketing efforts such as business campaigns and community promotions. LTAC 2020 funding allowed the hire of the first official employee,

which not only provides the stability for existing projects and business grant programs, but allows the organization to explore new opportunities such as events and downtown improvement projects that will positively influence tourism.

3. Identify your top 5 sources of Revenue:

1.LTAC	\$
2.Main Street Tax Incentive Program (MSTCIP)	\$
3.Grants	\$
4.Community Donations	\$
5.Corporate Donations	\$

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

Not in 2021. The hope is to build a strong annual fundraising program that can sustain us in the future.

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

SDA communicates through social media, traditional advertising, media relations, printed materials, website and is building an email marketing database for future robust outreach to various audiences. We will also collaborate with partners and organizations to collectively support and elevate activities in the city, county and the Gorge.

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

Main Street organizations, like the SDA, work to revitalize the economy, appearance, and image of their downtown districts using the successful Main Street Approach - a comprehensive revitalization strategy built around a community's unique heritage and attributes to attract visitors. The power of Main Street in Washington State is irrefutable, as the 2020 impact study report showcases how Main Street orgs make economic, fiscal and social sense as a powerful tool and investment strategy in communities.

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

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

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.

Partnering with the Chamber and SBA is a natural fit, as we share a physical workspace and common goals of supporting the local economy. The Chamber Executive Director serves on our Board and on our promotion committee, ensuring collaboration and avoiding double-work. Additionally, the Chamber, EDC and local businesses are on a recovery response team for the SDA to create programs and plans for stabilization and long-term recovery. These programs, such as Bricks & Clicks Grants and #stevensonstrong takeout promotion foster partnership and promote tourism.

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

For the Courthouse Park Plaza, a tri-fecta partnership approach with SDA, County and City allows for cross-sectional approach and shared workload. More specifically, the city and county are in draft mode for an agreement regarding maintenance of the facility once it's constructed.

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

One of our primary goals is to promote economic vitality, which encompasses both business support and tourism support. In partnership with key stakeholders, in the ED's first 7 months she's instituted several new programs that support businesses, such as Bricks & Clicks Grants and #stevensonstrong takeout promotion for shoulder season. Additional opportunities are endless!

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.

12. Sign and date your proposal.

Kelly O'Malley-McKee

10/19/2020

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Signature

Printed Name

Date

*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.*