

AGREEMENT
Operation of Stevenson Main Street Program

This agreement made and entered into this 16th day of December, 2021 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, 2022.
3. Term. The term of this agreement shall begin January 1, 2022 and end upon the completion of the project, but no later than December 31, 2022.
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 17, 2023. **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

Kelly O'Malley-McKee

Contact Name

PO Box 1037

Mailing Address

509.427.8911

director@stevensonmainstreet.org

Phone

Email

SDA Operations & Programs

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 and programs of the Stevenson Downtown Association ensures continued momentum for the revitalization of Downtown Stevenson for both economic vitality and tourism. Programs include Bricks & Clicks Grants for businesses to improve downtown assets & customer experience, promotions to support businesses and entice visitation, Stevenson Sreatery to provide an outdoor dining space for downtown visitors and taking on Stevenson Street Enhancement in 2022.

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 the downtown association continues work on the tourism-related Courthouse Park Plaza. It also allows ongoing, broad tourism marketing efforts such as showcasing Downtown Stevenson as a destination, improving the visitor experience with interactive & beautification projects, partnering on holiday festivities downtown and updating Street Enhancements (kiosks, pole banners). Operations funding creates stability of staffing in order to explore new opportunities to positively influence tourism.

3. Identify your top 5 sources of Revenue:

1. LTAC	\$
2. Main Street Tax Credit Program Contributions	\$
3. Grants	\$
4. Private contributions	\$
5. Individuals (through fundraisers)	\$

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

The Main Street Approach to revitalization is strongest with a public / private partnership with local government, which includes funding/taxes. Yet, we know that the other 4 sources of revenue will continue to grow and we will become less dependent on LTAC funding for our survival as an organization.

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

We promote Downtown Stevenson, downtown businesses and downtown programs through social media, traditional print advertising, digital advertising, email, website, posters, brochures, rackcards. We also collaborate with partners and organizations to collectively support and elevate activities in the city, county and Gorge region.

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

The Main Street Approach, a tried and true strategy for four decades, is built around a community's unique heritage and attributes to attract visitors to their downtown districts. The 2020 Washington Main Street Impact Study report showcases the direct impact that Main Street organizations like the SDA have on their community's economic vitality. Improving and promoting the downtown visitor experience directly influences people's desire to come here, stay here and return.

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

1. attached Staying overnight in paid accommodations.
2. attached Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. attached Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. attached Attend but are not included in any one of the categories above.
5. 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 is a natural fit, as we share a physical workspace, common goals of supporting local businesses, and serve on each other's boards. In this partnership, we've also collaborated on a plan that realigns some of the former SBA's responsibilities to the SDA, such as Stevenson Street Enhancements, banner program, downtown holiday festivities and lighting, and shop local campaigns. (Please note that we are taking on these responsibilities, yet not asking for increased LTAC funding, as to allow other entities funding opportunities.)

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

The Courthouse Park Plaza is a tri-fecta partnership with the SDA, County and City and allows for a cross-sectional approach and shared expertise and resources. More specifically, the city and county will finalize an agreement regarding city maintenance of the tourism-related facility for when construction is complete.

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

The Main Street Approach includes economic vitality, which encompasses both business support and tourism support. SDA's new programs directly benefit businesses and property owners while improving the visitor experience. Since Oct 2020, we've distributed 21 Bricks & Clicks Grants, reimbursed businesses for promotions and provided takeout boxes for restaurants, totaling an SDA investment of nearly \$50,000 directly to Downtown businesses.

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.

KOM

Kelly O'Malley-McKee

10/15/21

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.