

AGREEMENT
For Creation and Operation of Stevenson Main Street Program

This agreement made and entered into this 1st day of January, 2017 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, 2017.
3. Payment.
 - a. In consideration of the work to be performed as described herein, the City will pay SDA the total sum of \$30,000. 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 Thirty Thousand Dollars (\$30,000) or Two Thousand Five Hundred (\$2,500.00). 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, 2018. **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.
4. 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.
 5. 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.
 6. 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.
 7. 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.
 8. 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.
 9. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
 10. 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.
 11. 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.

12. 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.
13. 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.
14. 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

Frank Cox, Mayor

Scott Anderson, President

ATTEST:

Nick Hogan, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2017 TOURISM FUNDING APPLICATION FORM

Submitted by: Stevenson Downtown Association

Contact person: Scott Anderson

Mailing Address: PO Box 1037, Stevenson WA 98648

Phone: 509-427-8911

Email: casey@skamania.org

Name of proposed event: Stevenson Downtown Association – A Main Street Program

You may type your answers 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 question numbers.

1. Describe your organization. Include your TIN/EIN if applicable.

The Stevenson Downtown Association is a non-profit organization, with an IRS application currently under review to obtain 501(c)(3) status, and the mission of improving and focusing efforts on downtown revitalization. EIN 81-3500088

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee. Downtown Stevenson is the heart of our beautiful Columbia River Gorge community. Recent efforts toward downtown revitalization have exposed the need for someone to lead the charge in continuing those efforts and ensuring that the momentum continues. This request is to provide funding to hire a person, part-time, to manage the SDA and any projects identified under its auspices. Approval will allow the SDA to bring on staff with the necessary knowledge and resources to grow and develop the organization over the next year. The request also includes retention of Matthew Klebes' services as a Main Street program consultant.

3. How much are you requesting from City of Stevenson Lodging taxes?
\$30,000.00.

4. Submit a brief revenue and expense budget. What percentage of your budget does this request for funding represent? List any other expected revenue sources and amounts.
This request is for 100% of the monies necessary to hire a part-time director and contract with a consultant. Other revenue sources may be identified through grant acquisition to sustain the position. The Stevenson Business Association has allocated some of the proceeds from the 2016 Gorge Blues & Brews Festival to supplement the cost of running the SDA.

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

One of the goals of the SDA is to identify and secure future funding for Stevenson's downtown revitalization efforts. Events organized by the SDA could also provide additional financial support.

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.

Please see No. 5 above.

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

The four tenets of Main Street Programs are:

- 1) Organization, 2) Promotion, 3) Design and 4) Economic Vitality. These would all be utilized to spread the word of the program's efforts.

Public meetings will be held to spread the news of the SDA further and to solicit participation and support.

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

The City of Stevenson has recognized that a vibrant downtown is a definite draw to tourists while also enhancing the quality of life for local residents. Recruiting new businesses, filling vacant storefronts, façade improvements, advising business owners, securing funding for future projects ... all of these will increase tourism by improving the appeal of Stevenson. New and more retail offerings, dining options, visual appeal, walkability will grow the number of people who visit and the more who come, the more will spend the night. Additional amenities lead to longer length of stays. A Main Street Program will be a very positive step toward bringing all of these things to fruition in Stevenson.

9. List the number of tourists expected to attend your activity or facility in each of these categories: Estimating the direct benefit of this project is difficult at this time but evaluation after a year of operation should be able to provide better measurement.

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

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.

The part-time director and consultant will work directly with the Skamania County Chamber (and accordingly the Stevenson Business Association). The intent is that the SDA will eventually take over some of the deliverables currently handled by the Chamber/SBA. In 2017, the SDA director will work closely with the Chamber on specific deliverables such as Gorge Blues & Brews, Christmas in the Gorge, street enhancement, maps, Second Friday, clean-up activities, etc.

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

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

By hiring a part-time director, the Stevenson Downtown Association will be able to manage and enhance the revitalization efforts that have already begun with the sole focus of downtown Stevenson. Retaining the services of our consultant to continue guiding the process of becoming a "Main Street" community is also key to success.

13. Sign and date your proposal.

Cary Ruler for Scott Anderson 10-18-16

You may attach additional information to help the Tourism Advisory Committee evaluate your proposal. If you attach additional information, please provide six hardcopies to the City.

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