

**AGREEMENT
BETWEEN THE
CITY OF STAUNTON
AND THE
STAUNTON DOWNTOWN DEVELOPMENT ASSOCIATION, INC.**

THIS AGREEMENT (“Agreement”) made effective as of July 1, 2018, for identification, is by and between the City of Staunton, Virginia, a municipal corporation of the Commonwealth of Virginia (“City”) and the Staunton Downtown Development Association, Inc., a Virginia non-stock corporation (“SDDA”), authorized to do business in the Commonwealth of Virginia.

1. Recitals.

The City has adopted an ordinance continuing a downtown service district (“DSD”) and set forth in Section 3.60.050 of the Staunton City Code a requirement for a contract between the City and the SDDA, including standards or measures that can serve as the basis for evaluating the performance of SDDA.

In consideration of services it will provide, SDDA has requested that the City appropriate certain funds on an annual basis which, along with other funds obtained by SDDA, will allow the SDDA to continue to implement the Main Street Program in the City of Staunton and take such other actions deemed appropriate to promote business in the DSD and the interests of the City, consistent with the terms of this Agreement.

The SDDA and the City enter into this Agreement for purposes of defining their contractual relationship during the July 1, 2018 – June 30, 2019 fiscal year.

2. Term.

- 2.1. The term of this Agreement shall be from July 1, 2018, through June 30, 2019.
- 2.2. The term may be extended in accordance with law.

3. City’s Primary Obligations. The City will:

- 3.1. Appropriate the amount of \$50,000 plus all the revenue collected from the special tax rate on real property in the DSD, providing the \$50,000 to SDDA after the start of the FY2019 and the balance of such funding to SDDA during FY 2019, as determined by the City Manager.
- 3.2. Provide available in-kind services through its public works, police, fire and rescue, recreation and other departments for the support of SDDA-sponsored DSD activities such as festivals and parades, as authorized by the City Manager/designee.
- 3.3. Provide Internet and telephone service and technical assistance, with the City to invoice monthly the SDDA and receive payment within 30 days for telephone charges.

- 3.4. Have the City Manager/designee serve as an administrative liaison to the SDDA staff.
- 3.5. Have a member of City Council serve as a liaison to the SDDA Board.
- 3.6. Assist in the advertisement of activities, promotions and festivals of SDDA through the City-controlled cable television channel(s), so long as such matters relate to the SDDA's performance of its obligations under this Agreement.
- 3.7. Endeavor to give advance notice to SDDA of any capital improvements, repairs, street closings or other City activities that might have a substantial effect on DSD businesses.
- 3.8. Use the Streetscape Plan, as adopted by City Council, as a guide for any public improvements and maintenance within the DSD.
- 3.9. Pursue appropriate grants as approved by City Council, to aid in continuing to support improvements and the general economic development of the DSD.
- 3.10. Make a good faith attempt to work with SDDA to obtain information from the Commissioner of Revenue or other local government officials, as appropriate, that would be of benefit in the performance of this Agreement or to the economic development of the DSD generally.

4. SDDA's Primary Obligations. The SDDA will:

- 4.1. Reduce the number of vacant and leasable first floor storefronts within the DSD, on Beverley Street, with a goal of increasing occupancy by 50% (total vacant and leasable spaces as of June 1, 2018 is 1, defining the SDDA leasing goal as 1) as of June 1, 2019, and deliver a list and addresses of vacant storefronts as of that date to the City Manager.
- 4.2. Provide financial support of \$10,000 for the City trolley operation, by means of contributions to the Central Shenandoah Planning District Commission (CSPDC) (the regional agency responsible for management of transit services in the City), by payment of invoices received from CSPDC, with evidence of payment of invoices to be delivered to the City contemporaneously with payment of such invoices; provided, in the event the City instructs SDDA to provide such support in another manner, SDDA shall proceed as instructed by the City.
- 4.3. Provide and maintain hanging flower baskets on each light pole along Beverley Street, from Lewis Street to Market Street, from May until September, weather permitting.
- 4.4. Provide a minimum of 30,000 copies of a shopping and dining guide listing the retail shops and restaurants within the DSD, by June 1, 2019.
- 4.5. Plan, organize, advertise and implement a minimum of three special events in the DSD to attract visitors and customers for DSD businesses, including but not limited to the

Christmas parade, and report results to the City Manager/designee within 30 days of completion of the event.

- 4.6. Identify types of new businesses that are needed in the DSD and look for opportunities to recruit local and regional businesses interested in locating and expanding in downtowns; distribute written material to and visit or schedule meetings with those prospects as a step in recruiting them to locate in the DSD; and make personal contact with at least 30 such identified prospects throughout the year to create relationships and a reputation for the SDDA that will establish the association as a reliable resource, develop business opportunities for entrepreneurs and foster leasing opportunities for property owners.
 - 4.6.1 Key business categories to recruit include, but are not limited to, specialty foods, clothing and soft-lines retail, and community-serving goods and services, to be reviewed annually.
 - 4.6.2 SDDA will provide to the City Manager/designee a record of recruitment and retention/expansion activities that includes the address and owners of at least five of those prospects that have located in the DSD by July 1, 2019.
- 4.7. Provide the following reports and documentation to the City Manager/designee:
 - 4.7.1. An annual plan of work that reflects SDDA's mission statement and the objectives of the DSD as reflected in Chapter 3.60 of the Staunton City Code, no later than January 15, 2019.
 - 4.7.2. A progress report based on the work plan and SDDA's implementation of this Agreement in the four primary activity areas of economic development, design, promotions and organization, no later than July 1, 2019.
 - 4.7.3. A summary of the results of a survey distributed to a random sample of a minimum of 100 people who shop in the DSD, soliciting their opinions as to the availability of goods and services, attractiveness and safety of the DSD and such other issues as SDDA deems appropriate, by July 1, 2019.
 - 4.7.4. A copy of the annual report provided to SDDA members, which shall include a list of all members of SDDA as of January 1, 2019, no later than the date on which the annual report is provided to SDDA members.
 - 4.7.5. A monthly financial report.
 - 4.7.6. Copy of the SDDA weekly communique, delivered by electronic mail.
 - 4.7.7. An updated list of the SDDA Board members with the address of their business and residence, on or before January 15, 2019, and July 1, 2019, documenting that at least 51 percent of the Board members are DSD property owners, business owners, or operators.

- 4.8. Comply with all laws applicable to SDDA, including but not limited to the Virginia Freedom of Information Act.
5. No Other Relationship. The provisions of this Agreement do not create and shall not be applied, construed or interpreted to create any other kind of legal relationship, express or implied, between the City of Staunton and SDDA, including but not limited to one based on agency, joint venture, or partnership.
6. Immunity. The provisions of this Agreement do not waive or modify and shall not be applied, construed or interpreted to waive any immunity of the City, its officials, employees, agents or representatives.
7. Notice. Notices pursuant to this Agreement may be given by postage-prepaid first class mail, facsimile, or hand-delivery to the following contacts:
- City Manager
City of Staunton
116 W. Beverley Street (24401)
P. O. Box 58
Staunton, VA 24402-0058
Fax: (540) 851-4000
- Executive Director
Staunton Downtown Development Association
110 West Johnson Street
Staunton, VA 24401
Fax: (540) 851-4018
8. Controlling Law. The terms of this Agreement and the rights and responsibilities of the City and the SDDA in any way related to this Agreement shall be governed by the laws of the Commonwealth of Virginia, without reference to conflict of laws rules or principles.
9. Forum Selection. Any action, proceeding, or claim in any way related to this Agreement shall be filed and maintained solely in the Circuit Court for the City of Staunton, Virginia.
10. Amendment. This Agreement may be amended only by mutual written agreement of the City and the SDDA.
11. Assignment; Successors and Assigns. Neither the City nor the SDDA may assign this Agreement. This Agreement shall be binding upon and inure to the benefit of successors and permitted assigns of the City and the SDDA.
12. Severability. If any provision, clause or part of this Agreement or the application of such is held invalid or unenforceable for any reason, the remainder of the Agreement or the application of such part under other circumstances shall be unaffected and shall remain in full force and effect.

13. Construction. In the event that any issues arise about the interpretation or construction of this Agreement, this Agreement shall be interpreted or construed as if both the City and the SDDA have fully participated in the drafting of all provisions.
14. Termination.
 - 14.1. The City may terminate this Agreement upon the SDDA's substantial breach of this Agreement.
 - 14.2. The SDDA may terminate this Agreement upon the City's substantial breach of this Agreement.
 - 14.3. Neither the City nor SDDA may terminate this Agreement for an alleged breach unless at least 10 days prior written notice shall be given to the other, specifying the breach, and there has been a failure to cure the breach within 10 days after receipt of the written notice.
15. Non-Appropriation. The obligations of the City are contingent upon and subject to appropriation of sufficient funds for the purpose of this Agreement.
16. Final and Entire Agreement. This Agreement includes all of the terms of agreement between the City and the SDDA, and there are no other agreements, promises, inducements or understandings between them.

City of Staunton, Virginia

Signed: _____

By: Stephen Owen
City Manager

Date: July 6, 2018

**Staunton Downtown Development
Association, Inc.**

Signed: _____

By: Bob Mortensen
President

Date: June 28, 2018