

AGREEMENT TO PROVIDE DOWNTOWN “MAIN STREET” SERVICES

This agreement is made and entered into by and between the City of Dallas, Oregon, an Oregon municipal corporation (City), and the Dallas Downtown Association, an Oregon nonprofit corporation (DDA).

RECITALS

- A. City is a municipal corporation organized under the laws of the State of Oregon.
- B. DDA is an Oregon nonprofit corporation, organized for the purpose, among other things, “to promote downtown restoration and improvements that provide broad general public benefit and to promote the health, cultural vitality and the overall attraction of downtown for residents and visitors alike.” DDA is also an organization exempt from income tax under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended.
- C. City has determined that the purpose for which DDA is organized, ad its activities in furtherance of that purpose, are aligned with the interests and services provided by City, and that DDA provides a service of value and benefit to the residents and community of Dallas, such that financial and staffing support by City is warranted as fulfilling a public purpose.
- D. City has budgeted up to \$12,000 per year as support for DDA (as outlined below in Sections 1 and 2) for the purposes set forth in this Agreement, and DDA is willing and able to accept such support and perform its obligations under this Agreement.
- E. City is providing a professional staff person to support the organization and further its mission, aiding in DDA’s eventual self-sustainability. Terms of the staffing arrangement are detailed in Section 3 below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations set forth herein, it is hereby agreed as follows:

- 1. City will provide up to \$12,000 to DDA, to be used for the purposes set forth herein, under the following considerations:
 - a. City will provide a 1:1 match, up to \$12,000 per fiscal year, for unrestricted funding raised and secured by DDA, subject to the following:
 - i. In-kind donations are not eligible for matching funds.
 - ii. “Pass-through” grant funds are not eligible for matching funds, nor are funds raised as sponsorships for specific events.
 - b. City may elect to provide event-related funding support for DDA activities outside of this Agreement.
 - c. DDA shall submit invoices to City, with proof of match and eligibility under this Agreement no more frequently than monthly.
- 2. DDA shall use the funds received from the City for the following purposes:
 - a. To contract with a qualified person(s) or entity(ies) for project management or assistance in support of DDA’s purposes as set forth in Recital B, above.
 - b. For administration of the Oregon Main Street program.
 - i. DDA shall maintain a relevant and active status with the Oregon Main Street Program and adhere to the guidelines and criteria for eligibility set forth by Oregon Main Street.

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- c. For grant application writing for building revitalization and other grants available from the State, the City or other entities.
 - d. To engage a qualified accounting or bookkeeping firm to provide monthly accounting services to DDA.
 - e. To engage an accountant to perform an annual review of financial records.
 - f. For office expenses including but not limited to: rent of an office space, purchase of desks, computers, and other equipment, and utilities associated with having an office space.
3. City shall provide DDA with professional staffing by an employee or employees of City, of not less than an average of 16 hours per week.
- a. Staff shall be utilized to perform the following tasks:
 - i. Board and committee management.
 - ii. Event Assistance
 - iii. Oregon Main Street reporting and compliance.
 - iv. Grant administration.
 - v. Member and community outreach, engagement and communications.
 - vi. Board, committee and volunteer recruitment and engagement.
 - vii. Appropriate training and professional development.
 - viii. Providing relevant assistance to members and other downtown business owners, property owners and other downtown stakeholders.
 - ix. Activities related to securing more diversified and sustainable revenues for DDA for operational purposes.
 - x. Actively seeking new partnerships and collaborations to further DDA’s mission and to enhance the health of downtown Dallas.
 - xi. Board and committee work plan tasks or campaigns, as agreed upon by City prior to task assignment.
 - b. Staff shall NOT be utilized to perform any of the following tasks:
 - i. Oversight of the financial activities of DDA.
 - ii. Any activity directly related to the maintenance, management or governance of DDA’s non-profit status, including completing tax forms or financial reports.
 - iii. Leading the organization and implementation of DDA events. Staff shall only serve in a support role.
 - iv. Leading the organization’s member recruitment efforts. Staff shall not participate in soliciting memberships.
 - v. Perform any activity which is contrary to supporting City goals and objectives or in any way harms the image of City.
 - c. Staff shall remain an employee of City and will report to an appointed City supervisor.
 - d. If the DDA Board of Directors wishes to have the staff member perform tasks outside of the scope outlined above, the board shall submit a request to the staff member’s appointed City supervisor.
 - e. DDA, City and staff shall jointly set daily and weekly working schedules.
 - f. Should City staff not be available for an extended period of time for any reason, the terms of this Agreement may be revisited at the request of DDA.
 - g. Staff shall be reimbursed for purchases made for DDA activities by the next board meeting of the DDA after the purchase was made.

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4. DDA shall submit a report of its activities, including a financial report, to City not later than thirty days after the end of each calendar quarter during the term of this Agreement, and not later than thirty days after the end of the term of this Agreement, and shall permit City to inspect and copy its books and records, as City may reasonably require to ensure compliance with the terms of this Agreement.
5. This Agreement may be terminated by City before the end of the term provided herein in the event of any of the following:
 - a. IF DDA ceases to be a nonprofit corporation per the Oregon Secretary of State, Corporation Division;
 - b. If DDA becomes insolvent; or ceases to do business;
 - c. If DDA's status as an entity exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended, is revoked;
 - d. If DDA otherwise fails to perform any obligation provided in this agreement.
6. DDA agrees at all times to conduct its business and activities in compliance with all applicable local, state and federal laws, rules, ordinances and regulation.
7. The term of this Agreement shall commence on July 1, 2023 and shall end on June 30, 2024.

Dated _____

CITY OF DALLAS, OREGON

By: _____

City Manager

APPROVED AS TO FORM:

City Attorney

DALLAS DOWNTOWN ASSOCIATION

By: _____

Title: _____