CONTRACT AGREEMENT GENERAL SERVICES – KLAMATH FALLS DOWNTOWN ASSOCIATION FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT executed on the date last signed below, by and between the CITY OF KLAMATH FALLS, a municipal corporation, herein referred to as "CITY," and **KLAMATH FALLS DOWNTOWN ASSOCIATION**, herein referred to as "CONTRACTOR."

In consideration of the mutual promises set forth herein, CITY and CONTRACTOR agree as follows:

- 1. Description of Work: CONTRACTOR agrees to perform the services set forth in attached Exhibit A incorporated herein by this reference. Time is of the essence in completing this Contract and CONTRACTOR agrees to:
 - 1.1 Complete the services set forth in Exhibit A within the time frame(s) provided in Exhibit A;
 - 1.2 CITY shall be assigned one 20x20 vendor space at each Third Thursday event held Downtown at no cost to CITY. If CITY chooses not to participate during a given event, CITY shall notify CONTRACTOR no less than five (5) business days prior so that CONTRACTOR may find a substitute. Failure to use the assigned space during one Third Thursday event shall not preclude the CITY's use of the space during future Third Thursday events;
 - 1.3 CITY shall be assigned one city block at an anchoring end of the event for the final Third Thursday event held Downtown at no cost to CITY.
- 2. Payment: CITY agrees to pay CONTRACTOR a sum not to exceed \$76,500 for the base service management to be performed under this Contract. Payment is to be made in periodic installments upon receipt of CONTRACTOR'S billing and as outlined in Exhibit A.
- 3. Relationship of the Parties: The parties intend that an independent contractor relationship will be created by this Contract. CITY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of CITY for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that CITY provides for CITY's employees. It is understood that CITY does not agree to use CONTRACTOR exclusively. It is further understood that CONTRACTOR is free to contract for similar services to be performed for other persons while they under contract with CITY.
- 4. Insurance. The work to be performed under this Contract will be performed entirely at CONTRACTOR's risk. CONTRACTOR shall not commence work under this Contract until it has furnished CITY proof of insurance coverage issued by an insurance company licensed to do business in the State of Oregon and a certificate satisfactory to the CITY, as specified below:

- 4.1 Workers' compensation coverage as required by law and to include employer's liability with limits of not less than \$500,000 per occurrence; or, alternatively, CONTRACTOR shall provide documentation establishing that CONTRACTOR is exempt from workers' compensation coverage pursuant to ORS Chapter 656.
- 4.2 General commercial liability coverage for damages as a result of death or bodily injury (including personal injury) to any person's destruction or damage to any property with limits of not less than \$1,000,000 each occurrence, \$2,000,000 policy aggregate. Such coverage shall include but is not limited to the following: commercial general liability coverage, products liability including completed operations, premises operations including X (explosion), C (collapse), U (underground), and personal injury. All coverage shall be on an occurrence basis and not on a claim made basis.
- 4.3 If CONTRACTOR uses automobiles to complete the contract, automobile liability insurance as a result of death or bodily injury to any persons, or destruction of or damage to any property arising out of the ownership, maintenance or use of any owned, non-owned or hired motor vehicle with limits of not less than \$1,000,000 per occurrence. All coverage shall be on an occurrence basis.
- 4.4 CONTRACTOR shall maintain an excess/umbrella liability policy of not less than \$1,000,000 each occurrence and aggregate that will provide excess limits of liability over the commercial general liability, automobile liability, and employer's liability.
- 4.5 The following inclusions to CONTRACTOR'S certificate of insurance shall be made:
 - 4.5.1. Waiver of transfer of rights of recovery against others to City of Klamath Falls;
 - 4.5.2. The insurance is primary to and non-contributory with any insurance maintained by City of Klamath Falls;
 - 4.5.3. All required coverage shall be written with admitted companies that have at least an AmBest rating of A-;
 - 4.5.4. The insurance shall provide a 30-day notice of cancellation or material change; and
 - 4.5.5. The insurance certificate shall include endorsements for additional insured, naming "City of Klamath Falls, its elected officials, employees, agents, and volunteers" as an additional insured. The additional insured endorsement shall be attached to the certificate of insurance. The additional insured shall contain a severability of interest provision in favor of City of Klamath Falls and a waiver of subrogation in favor of City of Klamath Falls.
- 5. Compliance with Rules and Regulations: CONTRACTOR shall comply with all rules and regulations as contained in all applicable Federal, State and local laws, rules and regulations and shall require any and all subcontractors to comply with all applicable provisions of the same

and of this Contract, including the following Oregon Statutory provisions:

- 5.1 CONTRACTOR shall make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work to be performed under this Contract. CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished. [ORS 279B.220(1)&(3)]
- 5.2 CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR, or any subcontractor, incurred in the performance of this Contract. [ORS 279B.220(2)]
- 5.3 CONTRACTOR shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279B.220(4)]
- 5.4 CONTRACTOR shall comply with the overtime and maximum hours of labor provisions of ORS 279B.020 and 279B.235.
- 5.5 CONTRACTOR, and all other employers working under this Contract, will comply with the workers' compensation provisions of ORS 656.017 (unless CONTRACTOR or other employers are exempt under ORS 656.126.) [ORS 279B.230(2)]
- 5.6 If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person, or the assignee of the person in connection with this Contract as the claim becomes due, CITY may, at its option, pay such claim and charge the amount of payment against funds due or to become due CONTRACTOR by reason of this Contract. [ORS 279C.515(1)]
- 5.7 CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of CONTRACTOR, of all sums that the CONTRACTOR agrees to pay for the services and all moneys and sums that the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees under any law, contract or agreement for the purpose of providing or paying for the services. [ORS 279B.230(1)]
- 5.8 If this Contract is for landscaping services, CONTRACTOR shall, if feasible and cost-effective, compost or mulch yard waste material at an appropriate site. [ORS 279C.510(2)]
- 5.9 CONTRACTOR warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. CONTRACTOR agrees it will continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public

contract. CONTRACTOR'S failure to comply with the tax laws of this state or a political subdivision of this state is a default for which CITY may terminate the contract and seek damages and other relief available under the terms of the contract or under applicable law.

- 6. WARRANTY; Responsibility of CONTRACTOR: The CONTRACTOR shall perform the services set forth herein in an efficient, expeditious and professional manner in accordance with all applicable laws governing such work. CONTRACTOR shall be responsible for the professional quality, technical adequacy and accuracy, and timely completion of work and services to be performed by CONTRACTOR under this Contract.
- 7. Equal Employment Opportunity/Affirmative Action/Minority Business Enterprises:
 - 7.1 Throughout the term of this Contract, CONTRACTOR shall fully comply with the equal employment opportunity requirements of federal, state and local law and shall maintain a policy that all employment decisions, practices and procedures are based on merit and ability without discrimination on the basis of an individual's race, color, religion, age, sex, national origin, or physical or mental disability. CONTRACTOR's policy shall apply to all employment actions including advertising, recruiting, hiring, promotion, transfer, disciplinary action, lay-off and termination.
 - 7.2 CONTRACTOR shall carry out its equal employment opportunity policy by making a determined and good-faith effort at affirmative action to employ, and advance in employment, women, minorities, the physically and mentally disabled and other disadvantaged groups.
 - 7.3 CONTRACTOR shall make a determined and good faith effort to utilize minority and female business enterprises in its contracted expenditures, including without limitation contracts for the acquisition of goods, services, materials, supplies and equipment used in the performance of this Contract.
 - 7.4 CONTRACTOR may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055. By executing this Contract, CONTRACTOR certifies that CONTRACTOR has not discriminated and will not discriminate, in violation of this subsection, against any minority, women or emerging small business enterprise in obtaining any required subcontract. If the CONTRACTOR violates this certification, the CITY may regard the violation as a breach of contract that permits: (a) termination of the contract; or (b) the CITY to exercise any remedies for breach of contract that are reserved or allowed in this Contract. [ORS 279A.110]
- 8. Indemnification: CONTRACTOR shall indemnify, hold harmless and defend CITY, its officers and employees, against all liability or loss, and against all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature based upon, caused by or arising out of the negligent acts, errors or omissions of CONTRACTOR, or violation of any statute, ordinance or regulation. CONTRACTOR shall also indemnify CITY against all liability and loss in connection with, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security

and income tax laws, with respect to CONTRACTOR's employees, including any subcontractors, engaged in performance of the contract.

- 9. Assignment: The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without written authorization of the other.
- 10. Notices: All written notices given to the CITY by CONTRACTOR shall be addressed to and filed with the City Manager, at City of Klamath Falls, P.O. Box 237, Klamath Falls, Oregon 97601, or by facsimile at 541-883-5399. All written notices from the CITY to CONTRACTOR shall be addressed to KLAMATH FALLS DOWNTOWN ASSOCIATION, 205 Riverside Dr. Suite F, Klamath Falls, Oregon, unless notice of change of address is received by the CITY.

11. Legal Actions:

- 11.1 This Agreement shall be enforceable in Klamath County, Oregon, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in the Klamath County, Circuit Court.
- 11.2 If suit or action is taken to enforce any of the provisions of this Agreement, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney fees therein, including any appeal thereof, in addition to all other sums provided by law.
- 12. Termination: This Contract may be terminated at any time by mutual written consent of the parties. Upon receiving a notice of termination of this Contract, CONTRACTOR shall immediately cease all activities under this Contract, unless CITY expressly directs otherwise in such notice of termination. Upon termination of this Contract, CONTRACTOR shall deliver to CITY all documents, information, works in progress and other property that are or would be deliverables had the contract been completed. Expiration or termination of this Contract shall not extinguish or prejudice CITY'S right to enforce this Contract with respect to any breach of a CONTRACTOR warranty or any default or defect in CONTRACTOR performance that has not been cured. CITY may terminate this Contract, in whole or in part, upon ten days' notice to CONTRACTOR, if any of the following occur:
 - 12.1 CITY fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for CONTRACTOR'S work;
 - 12.2 Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited, or CITY is prohibited from paying for such work from the planned funding source;
 - 12.3 CONTRACTOR no longer holds any license or certificate that is required to

perform the work, or any license or certificate required by statute, rule, regulation or other law to be held by the CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that CONTRACTOR no longer meets requirements for such license or certificate; or

- 12.4 CONTRACTOR commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger CONTRACTOR'S performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten business days after delivery of CITY's notice, or such longer period of cure as CITY may specify in such notice.
- 13. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument. Transmission of this Agreement by facsimile or in an electronic format shall not affect its validity.

IN WITNESS WHEREOF, the parties have executed this Agreement at Klamath Falls, Oregon, the day and year first above written.

CITY OF KLAMATH FALLS

CONTRACTOR

Date: ///

City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT A SCOPE OF WORK

[Attached]



Scope of Work Proposal Summary

Base Service Management

Planning, management and coordination of all services in the proposed SOW at current service levels, and administration and communication related to cooperative programs/projects, e.g., Façade & Building Improvement grant program (see specific deliverables for this component in the following "Scope of Work Details").

Current Cost for Service Management for FY-22: \$50,000

*Not including one-time \$15,000 for additional Historic Preservation scope agreed upon in 2022

Proposed Fee for Base Service Management for FY-23: \$50,000

Total Proposed Fee for Base Service Management for FY-23: \$50,000

* See "Scope of Work Details" section below for details regarding additional proposed scope.

Summary of Value to City of Klamath Falls Downtown Revitalization and Economic Development Efforts

- The fee for base management services has not changed since the inception of the contract even as service delivery has evolved and expanded. The base services component of this contract allows City staff to focus on core responsibilities across the City's jurisdiction while KFDA manages essential downtown services. This arrangement results in streamlined costs, reduced staff requirements, and the ability to provide supplemental services, e.g., banners, flower baskets, etc., more efficiently than could be provided by a municipal entity.
- KFDA's public charity status affords access to additional outside funding that significantly increases the value of this investment. Since 2017, KFDA has delivered over \$400,000 in outside dollars to directly support programming and projects related to downtown revitalization and historic preservation. Those dollars were leveraged with other public and private funding for a total economic impact of over \$2,500,000 in Downtown Klamath Falls. A significant portion of these dollars are accessible exclusively through accredited Main Street organizations such as KFDA.
- KFDA also generates regular financial support through partnerships with downtown businesses, property owners, members and other supporters. Our funding model has allowed us to leverage multiple funding sources including investments from municipal entities to further increase investment value by making direct contributions to community efforts such as The Ross Ragland Theater, Klamath Commons, and the cooperative City/KFDA Façade & Building Improvement Grant program. These investments are not programmatic they result in tangible, visible impacts in the downtown area. In the past five years, KFDA has provided over \$70,000 in direct financial support to new construction or renovation projects in Downtown.
- This partnership leverages a nationally-proven framework for downtown revitalization the Main Street Approach to optimize the services the City delivers to its downtown constituents. Services are delivered by a competent, experienced organization with access to state- and nationwide technical resources, and requires zero incremental investment in training or additional City staff to execute delivery of the services. KFDA's recent national accreditation and recognition as a "Performing Main Street" community in Oregon will broaden access to these resources.
- Using the collective voice of our network of downtown supporters, property owners and business owners, KFDA considers itself a primary stakeholder in major City initiatives related to downtown such as the Downtown Revitalization Plan, Community Development Ordinance, Parking Advisory Committee and other regulatory discussions. City Council & Staff access to this network is an inherent benefit of this contract.



Downtown Light Posts

Planning, management and coordination of seasonal banners and holiday decorations displayed on downtown light posts. This SOW component represents the fixed, actual cost of this service at current service levels. <u>Does not</u> include the cost of new banners/decorations, or the cost of labor, hardware or materials necessary to prepare or maintain the light posts for banners/decorations (see specific deliverables for this component in the attached Scope of Work Details). Based on a change to the banner plan, starting in 2022 there will be one additional change out cycle. While this would normally increase cost, we expect it will be offset with the change to only placing one banner per light post. **This service is provided at cost.**

Current Cost for Downtown Light Posts for FY-22: \$5,000
Proposed Fee for Downtown Light Posts for FY-23: \$5,000

Hanging Baskets/Ground Pots

Management and coordination related to the installation of hanging flower baskets and ground pot flowers; provides nursery flower stock for ground pots. This SOW component represents the fixed, actual cost of this service at current service levels (see specific deliverables for this component in the attached Scope of Work Details). This service is provided at cost or below (KFDA absorbs all costs above and beyond the fee).

Funding was adjusted in 2020 due to realignment of the number of the ground pots and implementation of an "Adopt a Pot" program. KFDA continues to assess ongoing costs of this program and identify savings where possible.

* KFDA and CKF acknowledge that the downtown flower program overlaps fiscal years and agree to adjust these amounts as appropriate to accommodate budgeting cycles.

Current Cost for Hanging Baskets/Ground Pots for FY-22: \$16,500
Proposed Fee for Hanging Baskets/Ground Pots for FY-23: \$28,000



Downtown Parks Programming & Coordination

Calendaring, programming and promotion for Sugarman's Corner, Klamath Commons, and The Plaza parks (see specific deliverables for this component in the attached Scope of Work Details).

Current Cost for Parks Programming & Coordination for FY-22: Included in Base Service Management

Proposed Fee for Parks Programming & Coordination for FY-23: \$5,000

* KFDA and the City acknowledge that there may be additional mutual benefit to provide the same services for Veterans Memorial Park, but it is explicitly <u>not</u> included in this SOW.

Downtown Marketing & Promotion

Management and coordination related to promotion and marketing of downtown Klamath Falls (see specific deliverables for this component in the attached Scope of Work Details).

Current Cost for Downtown Marketing & Promotion for FY-22: Included in Base Service Management
Proposed Fee for Downtown Marketing & Promotion FY-23: Included in Base Service Management



SUMMARY OF COSTS FOR PROPOSED SCOPE OF WORK

SOW Component	Current FY-22	Proposed FY-23
Basic Service Management	\$ 50,000*	\$ 55,000
Downtown Light Posts	\$ 5,000	\$ 5,000
Hanging Baskets/Ground Pots	\$ 16,500	\$ 28,00
Parks Programming & Coordination *	\$ 5,000	\$ -
Downtown Marketing & Promotion *	\$ -	\$ -
COMPLETE SOW	\$ 76,500	\$ 88,000

^{*} Not including \$15,000 one-time increase in SOW for Historic Preservation research and assistance agreed upon in 2022

Costs are included in "Basic Service Management" component.



Scope of Work Details

(Proposed new scope for FY-23)

Base Service Management

Includes management and coordination of all services in the proposed SOW, and as defined in each SOW component. Specific tasks related to base service management include:

- Develop committee structure and composition requirements for downtown arts committee; propose new structure to CKF to revive the Downtown Advisory Committee
- Continue foundational work to support CKF's effort to become a Certified Local Government, e.g., proposing draft ordinance language, developing committee structure for historic preservation committee, etc.
- Identify cost and technical resource for a historic asset conditions assessment (building inventory)
- Pursue additional support and funding for one or more major public art initiatives, e.g., art alley, new murals, entrance monuments, etc.
- Coordinate and administer cooperative City/KFDA programs: façade and building improvement grant program; seasonal pedlet program.
- Regularly coordinate with CoKF staff to ensure that services are delivered in alignment with direction from the appropriate CoKF department or division, and in compliance with regulatory requirements
- Leverage KFDA's network and resources to maximize outreach efforts related to downtown interests, e.g., parking, EID, Downtown Revitalization Plan
- Monitor & report damage and/or needed maintenance of downtown physical design elements
- Participate as requested on task forces, committees, etc. established by the City
- Monitor and advocate on behalf of downtown stakeholders
- Maintain visibility of vacant properties downtown, and actively work to match tenants/buyers with vacant properties
- Participation as primary stakeholder in cooperative efforts, e.g., Downtown Revitalization Plan.
- Preparation and delivery of quarterly reports (due on the 15th of October, January, April, and July)
 detailing work completed during the previous quarter, work planned in the upcoming quarter, and
 any anticipated or reported issues.
- Preparation and delivery of an annual report (by July 30) aggregating quarterly data, summarizing annual performance as it relates to the scope of work, and detailing any recommendations for more effective and/or cost-effective execution of the SOW
- Preparation and delivery of an annual review with key CKF staff consisting of a summary of the annual report, review and adjustment of service delivery, and review and delivery of costs associated with the SOW
- Timely submission of reports, invoices, and other items that may be necessary to submit to CKF to carry out the SOW
- Prepare, distribute, and collect results from downtown surveys that may be requested from time to time by CKF
- Storage and care of CKF property as required by some components of the SOW

Downtown Light Posts

Includes management and coordination of seasonal banners and holiday decorations displayed on downtown light posts. <u>Does not</u> include the cost of new banners/decorations, or the cost of hardware or



materials necessary to prepare the light posts for banners/decorations. Specific tasks related to downtown light posts include:

- Maintain inventory of banners and associated light post decorations, including ownership information and seasonal display preferences
- Maintain a calendar detailing the seasonal rotation of banners/decorations
- Prepare and execute "user agreements" on behalf of the CKF with owners of non-CKF owned banners to articulate display obligations
- Take requests from members of the public who wish to display banners on downtown light posts
- Make recommendations to CKF staff related to new banners/decorations
- Coordinate with CKF staff to ensure safe/secure storage of banners and associated decorations (storage location of each component shall be maintained in the inventory)
- Put up/take down seasonal banners/decorations per calendar (up to 4 rotations per year); coordinate with CKF staff to ensure appropriate timing as it relates to CKF holiday decorations, planned events, etc. (CKF and KFDA understand that this likely means entering into an agreement with a qualified vendor)
- Identify and report missing/damaged components on light posts and/or signs (CKF is responsible for purchasing equipment/supplies and making repairs/replacements)

Hanging Baskets/Ground Pots

Includes management and coordination related to the purchase and installation of hanging flower baskets and ground pot flowers. Includes cost of flowers and related supplies (previously, KFDA funded the flowers and supplies for the hanging baskets and CKF funded the flowers and supplies for the ground pots. Per discussion, this new proposal moves the cost for flowers/supplies for both the ground pots and hanging baskets to CKF). Specific tasks include:

- Prepare annual plan for hanging baskets and ground pot flowers to include the number and types of flowers required and their installation locations
- Procure flowers from a reputable supplier
- Install hanging baskets and ground pot flowers no later than June 1
- Provide sufficient water for all installed hanging baskets and ground pots from June through September
- Replace any damaged flowers within a reasonable period of time.
- Remove hanging baskets and ground pot flowers no later than September 30
- Identify and report missing/damaged components on ground pots, light posts or signs (CKF is responsible for all cost related to repair/replacement).
- Repair or replace hanging baskets as necessary (KFDA is responsible for all cost related to repair/replacement of flowers hanging baskets; CoKF is responsible for repair/replacement of ground pots or light posts/arms).
- Manage "adopt-a-pot" program (or other similar efforts) to engage businesses directly in the downtown amenities program and potentially reduce cost.
- Sent research of reasonability of self-watering pots & provide cost analysis.

Parks Programming & Coordination

Includes management and coordination related to the use of downtown parks (Sugarman's Corner, Klamath Commons, The Plaza). Specific tasks include:



- Promote downtown parks as publicly available venues
- Assist members of the public in applying to use downtown parks; Accept applications on behalf of CKF for standard events scheduled in downtown parks
- Coordinate with CKF staff to finalize applications that include commercial activities, sale/consumption of alcohol, or other non-standard elements
- Sponsor and/or host at least 10 events in Sugarman's Corner and/or Klamath Commons that promote their value to the community, e.g., Pack the Park, Movies in the Park, etc.
- Maintain a "Downtown Parks" calendar that is accessible to the public on the KFDA website and includes all events scheduled in downtown parks

Downtown Marketing & Promotion

Includes management and coordination related to the promotion and marketing of downtown Klamath Falls. Specific tasks include:

- Host/sponsor at least three large, family-oriented events during the year with the objective of bringing people into the downtown area, e.g., Third Thursday, Scarecrow Row
- Coordinate with third party entities to cross-promote and support other downtown events, e.g., Kruise of Klamath, Farmers Market, Snowflake Festival, etc.
- Continue to identify and implement community art projects, e.g., Klamath Piano Project
- Use KFDA's digital channels promote downtown and its businesses
- Collaborate with Discover Klamath to ensure Downtown Klamath Falls is represented in outward marketing campaigns
- Use KFDA's digital channels to cross-promote content from CKF that is of promotional value to KFDA's audience
- Use KFDA's digital channels to distribute urgent/emergent notifications pertaining to downtown (street closures, emergency activity, etc.)
- Coordinate with CKF staff to finalize applications that include commercial activities, sale/consumption of alcohol, or other non-standard elements
- Sponsor and/or host at least 10 events in Sugarman's Corner and/or Klamath Commons that promote their value to the community, e.g., Live & Local @ Lunch, Movies in the Park, etc.
- Maintain a "Downtown Parks" calendar that is accessible to the public on the KFDA website and includes all events scheduled in downtown parks