

AGREEMENT

This agreement made and entered into this 21st day of December, 2017 between the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as “City,” and the **SKAMANIA COUNTY CHAMBER OF COMMERCE**, a non-profit corporation, hereinafter referred to as “Chamber.”

Recitals

1. The City of Stevenson is desirous of increased dissemination of information about the City to attract visitors to the local region and to encourage tourism expansion.
2. Among other things, the Chamber of Commerce is formed to promote interest in the local region and is uniquely qualified to act on the City’s behalf in disseminating information about the City.
3. The Chamber of Commerce maintains a local office that can respond to tourist inquiries and direct those people to the appropriate resources.
4. The Chamber of Commerce is the central organization responsible for overseeing special events and festivals designed to attract tourists to the City.

NOW, therefore, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Performance.** The Chamber will perform the work set forth on the Scope of Work attached hereto as **Exhibits “A”, “B”, and “C”** which are incorporated herein by reference with the understanding that the work described in Exhibits B and C is designed to be a separate product that, if mutually agreed upon, could be transferred to a third party for administration.
2. **Completion.** The Chamber shall complete the services to be performed under this agreement on or before December 31, 2018.
3. **Term.** The term of this agreement shall begin January 1, 2018 and end upon the completion of the project, but no later than December 31, 2018.
4. **Payment**
 - a. In consideration of the work to be performed as described in Exhibit A, the City will pay the Chamber the total sum of **Ninety Thousand Dollars (\$90,000)**. As described in Exhibit A, the Chamber 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 the Chamber one-twelfth (1/12) of the total deliverable **Ninety Thousand Dollars (\$90,000)** under Exhibit A or Seven Thousand Five Hundred and 00/100 (\$7,500.00). After written notice to the Chamber, the City may withhold payment if the Chamber cannot demonstrate

substantial compliance with the terms of the Scope of Work statement attached hereto. Failure to submit satisfactory work reports demonstrating substantial compliance with the Scope of Work statement 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.

- b. The Chamber is authorized to administer funds to perform City of Stevenson Promotional Programs as described in Exhibits B and C attached hereto. Upon receipt and approval by the City of an itemized billing for such work, or part thereof, the City will pay the Chamber on a reimbursement basis. Total payments from the City to the Chamber for the work described in Exhibits B and C will not exceed **Eighty-Five Thousand Dollars (\$85,000.00)**. In the event the Chamber and the City mutually agree that the deliverables specified under Exhibits B and C could be transferred to a third party for administration, this contract shall be amended. The City may withhold payment if the Chamber cannot demonstrate to the City's satisfaction substantial compliance with the terms of Exhibit B and Exhibit C. Failure to submit satisfactory work reports demonstrating substantial compliance with Exhibit B and Exhibit C shall be considered a breach of this agreement, and the City will be excused from further performance hereunder.
 - c. All tourism funding expenditure reports required by the Washington State Legislature are to be submitted by the Chamber to the City before final payment under this contract is made.
5. **Termination and Waiver.** 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. 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. **Financial Records.** The Chamber shall maintain financial records of all transactions related to this agreement for six (6) 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 Chamber.** It is hereby understood, agreed and declared that the Chamber is an independent contractor and not the agent or employee of the City and that no liability shall attach to the City by reason of entering into this agreement, except as may be provided herein. The City acknowledges that the Chamber may contract with the Stevenson Business Association to perform certain services set forth in the Scope of Work; provided, however, that if the Chamber chooses to assign to the Stevenson Business Association any services, it will assign only those services listed on Exhibit B.
8. **Insurance and Liability.** The Chamber shall indemnify and save harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees

incurred by the 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. The Chamber 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 the Chamber's employees, agents, contractors, subcontractors or other representatives.

The Chamber shall at all times maintain with insurers or underwriters approved by the City a comprehensive Liability and Property Damage Policy with limits of not less than \$500,000 per person and \$1,000,000 per occurrence as respects property damage. The City shall be named as an insured party prior to commencement of the work hereunder. The Chamber shall provide the City with ten (10) days notice in writing prior to cancellation of any such policy.

9. **Assignment.** Except as set forth in Paragraph 3 above, this agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
10. **Ownership of Work Product.** All brochures, pamphlets, maps, displays, and any other thing or idea created or produced by the Chamber under the terms of this agreement shall be and remain the property of the City.
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.** The Chamber shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, the Chamber 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 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 attorney's costs and fees and 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 appeal.

15. **Certification of Authority.** The parties hereby certify that the persons executing this agreement on behalf of the City and the Chamber have legal authority to enter into this agreement on behalf of the City and the Chamber and are able to bind the City and the Chamber in a valid agreement on the terms herein.

IN WITNESS WHEREOF, the parties hereto executed this agreement as of the day and the year first written above.

CITY OF STEVENSON

**SKAMANIA COUNTY
CHAMBER OF COMMERCE**

By _____
Frank Cox, Mayor

By _____
Board President

ATTEST:

Leana Johnson, City Clerk

APPROVED AS TO FORM:

Kenneth B. Woodrich, PC
City Attorney

Exhibit A - SCOPE OF WORK

*Skamania County Chamber of Commerce serving as
Destination Marketing Organization
and providing Visitor Information Services
plus projects serving local business and community needs*

- 1) Considering that tourism is currently Skamania County's main economic driver, the most important function of the Chamber is to promote Skamania County as a tourism destination, enhance the visitor experience and increase overnight stays. The Chamber will answer visitor requests by phone, mail, e-mail and in person. Fulfillment materials will continue to be produced.
- 2) Staff the Visitor Information Center with paid employees, year-round five days a week. In addition, the center will be open seven days a week from Memorial Day through Labor Day. 2018 will be the eighth season of the satellite visitor center, the Chamber "Outpost, at the Bridge of the Gods. Open from Memorial Day through Labor Day, Thursday through Sunday.
- 3) Maintain counts of visitor contacts by category and, where possible, evaluate effectiveness of various promotional approaches.
- 4) One-time cost of approximately \$2,000 for a 1/6 page display ad in the 2018 Official Washington State Visitors Guide promoting Skamania.
- 5) Maintain and advertise our toll-free phone number.
- 6) Advertise and maintain Chamber website including enhanced search engine optimization, trip itineraries and adding new images.
- 7) Organize, plan and execute all Bigfoot Bash at Logtoberfest in Home Valley.
- 8) Organize, plan and execute Gorge Blues & Brews Festival, 4th of July Fireworks and Christmas in the Gorge in Stevenson.
- 9) Handle all promotional programs for City of Stevenson tourism.
- 10) Attend trade shows promoting Skamania County in 2018.
- 11) Sponsor, assist with content and distribute 2018 Skamania County Visitors Guide, magazine-size publication showcasing Skamania County (increased run of 22,000 to be printed and distributed).
- 12) Update the Skamania County "Lure" brochure with the Accommodations Guide (listing all hotels, motels and campgrounds), Dining Guide and Calendar of Events and distribute at locations throughout Washington and Oregon.
- 13) Update databases on local recreation, goods and products such as guide services, gift items, hiking trails, family activities and campgrounds in the region.
- 14) Update the Relocation Guide and package to be sent in response to requests.
- 15) We will continue to work closely with state, regional and national tourism organizations:
 - a. Columbia River Gorge Tourism Alliance
 - b. Washington State Destination Marketing Organizations Association (WSDMO)
 - c. Washington Tourism Alliance

- 16) Respond to inquiries from travel writers with suggested story ideas.
- 17) Assist Columbia River Gorge Tourism Alliance, Carson Hot Springs Resort and Skamania Lodge with FAM (familiarization) press tours visiting Stevenson and Skamania County.
- 18) The Chamber will assist event coordinators from the County, private organizations and local business associations in the planning, production and advertising of the many county-wide events
- 19) Sell event tickets for events hosted by Skamania County Community Events and Recreation and other local associations as requested.
- 20) Place a two-page ad placement within the 'Columbia Gorge Visitors Guide'. Participation in this regional guide offers our local businesses a competitively priced four-color cooperative advertising opportunity.
- 21) Continue to promote the Columbia Gorge Interpretive Center Museum, the Gifford Pinchot National Forest and Mt. St. Helens Volcanic Monument.
- 22) Partner with neighbors in Cascade Locks on promotion of Pacific Crest Trail in the Columbia River Gorge.
- 23) Use Pacific Crest Trail as one of the four main foci (Columbia River Gorge National Scenic Area, Gifford Pinchot National Forest, Mount St. Helens National Volcanic Monument being the other three) in broad marketing of Skamania County.
- 24) Work with the three organized business associations in Skamania County: Stevenson, North Bonneville and Wind River.
- 25) Operate a retail center in the Chamber office providing souvenirs and memorabilia to visitors.
- 26) Serve on the Board of Directors of the Columbia Gorge Tourism Alliance, working with a stakeholder group of 30-40 individuals focused on implementing a 15-year plan to create and maintain a vibrant tourism economy in the Columbia River Gorge.

Exhibit B

City of Stevenson Promotional Program Deliverables and other work on behalf of Stevenson Business of Association

- Assist Stevenson Downtown Association director as necessary and requested.
- Work closely with Sasquatch Advertising on marketing campaign updates, website enhancements, display ad placement, seasonal promotions such as Fall Hiking Weekend, Instagram campaign, etc.
- Administer the Stevenson Facebook page. Post regular updates, notices, photos and items of interest.
- Maintain Stevenson promotional website with current business information.
- Serve on Stevenson Downtown Association board of directors.
- Work with Sasquatch on the distribution of a seasonal Stevenson-focused electronic newsletter called "The Tracker". Chamber staff writes articles and provides images and Sasquatch handles the deployment.
- Worked cooperatively with Skamania Lodge on seasonal marketing projects including radio and print.
- Order placement of Stevenson display ads in regional guides and publications.
- Chamber staff serves on working committee to organize Gorge Blues & Brews Festival. Handle all aspects of marketing and promotion, volunteer organization, security scheduling, bookkeeping and many other tasks.
- Organize "Christmas in the Gorge" event with over 700 visitors to the Bazaar at the Skamania County Fairgrounds Exhibit Hall. 20 vehicles participated in the Starlight Parade with over 500 spectators viewing the parade and tree lighting.
- Revise Stevenson downtown map several times as new businesses open and others close. Order printing of map many times throughout the year.
- Update the tall kiosk maps on downtown lampposts, order new signs and schedule placement.
- Worked with event planners on date changes and/or re-design of kiosk diebond signs.
- Provide maps, guides and information to "Queen of the West", "American Pride" and "American Empress" crews for distribution on board.
- Created Shop Local campaign and promotions.
- Compile information for registration packets for various groups at Skamania Lodge and those holding events at Skamania County Fairgrounds.
- Administer the Stevenson Bucks program.
- Organize and hold monthly SBA meetings including creation of agenda, scheduling presentations, etc.
- Manage the SBA financial accounts including receivables and payables.

STEVENSON BUSINESS ASSOCIATION SPONSORED EVENTS

- Stevenson's flagship summer event, Gorge Blues & Brews Festival, takes place in the peak season (the Saturday following Fathers Day in June). 2018 will be the 25th anniversary of this event. Attendance is measured by on-line registration, occupancy counts at lodging properties and local campgrounds and beer/wine glass counts. By creating a two-day event, overnight stays have increased accordingly. The amount allocated within this request of \$9,000 represents approximately 20% of the entire event budget. Chamber staff assists with the event coordination and manages the promotion, including but not limited to:
 - Print advertisement design and placement
 - Website updates
 - Social media (i.e., Facebook) updates and regular postings
 - Banner, sandwich board and poster design
 - Diebond sign update and installation
 - T-shirt design and sales
 - Sponsorship solicitation
 - Financial administration
 - Volunteer recruitment and scheduling
- Christmas in the Gorge is an event designed to increase visitation to Stevenson during the shoulder holiday season. With activities beginning on Friday night and continuing through Sunday, overnight stays are encouraged. Attendance is determined by occupancy counts at lodging properties, physical counts at various activities, website statistics and social media interaction. \$5,000 provided by hotel/motel funds represents approximately 50% of the total budget. The Chamber manages event coordination and promotion of Christmas in the Gorge, including but not limited to:
 - Print advertisement design and placement
 - Website page creation
 - Social media (i.e., Facebook) updates and regular postings
 - Diebond sign installation
 - Working with local artist on annual CIG poster, printing and distribution
 - Creation of Christmas in the Gorge flyer and distribution through Pioneer, schools, etc.
 - Schedule small tree lighting
 - Organization of Starlight Parade
 - Organization of downtown business decorations and contest
 - Organization and execution of crafts bazaar
 - Organization of weekend schedule of activities
 - Scheduling of entertainment, i.e., carolers, artists, etc.
- 4th of July Fireworks show has a direct impact on occupancy at Skamania Lodge and other Stevenson lodging properties. By providing a fireworks display, this holiday is more likely to entice overnight stays in Stevenson. \$6,500 is the total budget for this event, \$5,000 of which is spent on the fireworks themselves. The additional \$1,500 covers all marketing, posters, advertisements and entertainment. The Chamber manages event coordination of the fireworks, including but not limited to:
 - Print advertisement design and placement

- Poster design, printing and distribution
- Press release composition and distribution
- Social media (i.e., Facebook) updates and postings
- Scheduling live band
- Scheduling of pyrotechnician services.
- Scheduling of food vendors.
- Organizing set up of event site – fencing, seating, bathrooms, etc.
- Onsite attendance of event to count people, ensure execution.

