

AGREEMENT

This agreement made and entered into this 16th day of December, 2021 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, 2022.
3. **Term.** The term of this agreement shall begin January 1, 2022 and end upon the completion of the project, but no later than December 31, 2022.
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 **One Hundred Ten Thousand Dollars (\$110,000)**. 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 **One Hundred Ten Thousand Dollars (\$110,000)** under Exhibit A. 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. The Chamber is authorized to put on specific events listed below. Total payments from the City to the Chamber for this work will not exceed **Fourteen Thousand Dollars (\$14,000)** and will be paid monthly on a reimbursable basis. Reimbursement will be for items and services such as advertising, entertainment (bands), supplies (mugs/wine glasses, tokens, ice, wristbands, etc.), insurance, permits, environmental health (port-a-potties, garbage), tent/stage rental, photographer, etc.
 - i. Gorge Blues and Brews
 - ii. Christmas in the Gorge
 - d. 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 _____
Scott Anderson, Mayor

By _____
Board President

ATTEST:

Leana Kinley, 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 & Visitor Information Services

- 1) Promote Skamania County as a tourism destination, enhance visitor experiences and increase overnight stays. Answer visitor requests by phone, mail, e-mail and in person.
- 2) Staff the Visitor Information Center with paid employees, year-round five days a week. The center will be open seven days a week from Memorial Day through Labor Day.
- 3) Operate a retail center within the Visitor Center selling maps, NW Forest Passes, hiking guide books and local history books.
- 4) Maintain visitor counts, business referrals, overnight stays and bulk brochure requests.
- 5) Distributed visitor and relocation packets in response to requests.
- 6) Create comprehensive marketing plans for both the Chamber and the City of Stevenson.
- 7) Place display ads in Washington State Visitors Guide and other regional tourism publications.
- 8) Sponsor, assist with content and distribute 2022 Skamania County Visitors Guide.
- 9) Update and distribute the Skamania County “Lure” brochure with the Accommodations Guide, Dining Guide and Calendar of Events.
- 10) Send out monthly press releases to regional publications.
- 11) Maintain/update Chamber website including enhanced SEO, adding new photos, videos and travel blogs. Conduct keyword research to incorporate into the website and increase visitation.
- 12) Create new waterfall map for Skamania County to add to Chamber website as a downloadable PDF. Print maps to distribute in Visitor Center.
- 13) Create monthly newsletter to send to those requesting a visitor packet on the Chamber website.
- 14) Create content calendar for social media pages that includes quarterly contests and giveaways.
- 15) Organize & execute Gorge Blues & Brews Festival, Skamania Sip & Stroll and Christmas in the Gorge events.
- 16) Attend travel shows promoting Skamania County as a tourist destination.
- 17) Continue to work closely with state, regional and national tourism organizations:
 - a. Columbia Gorge Tourism Alliance
 - b. Washington State Destination Marketing Organizations Association (WSDMO)
 - c. Washington Tourism Alliance
- 18) Respond to inquiries from travel writers and solicit FAM (familiarization) tours.
- 19) Work with Skamania Lodge on co-op marketing projects and cross promotion on social media.

20) Assist event coordinators from the County, in the planning, production and advertising of the many county-wide events. Sell event tickets for such events as requested.

21) Work with the local organized business associations in Skamania County.

Exhibit B

Visit Stevenson Promotional Program Deliverables

1. Work closely with NB Marketing on marketing campaign updates, website enhancements, social media posts and paid ads, display ad creation and placement.
2. Maintain and update Stevenson promotional website; visitstevensonwa.com. Regularly add new photos, videos, travel blogs and enhanced SEO.
3. Work with Pheonix Technology on maintaining and updating web cams and weather station. Expand web cam program to include more cameras.
4. Distribute visitor packets in response to email requests from the website.
5. Create monthly newsletter to send to tourists requesting a visitor packet from the website.
6. Create social media content calendar, including quarterly contests/giveaways.
7. Worked cooperatively with Skamania Lodge on marketing projects.
8. Place print ads in regional tourism focused publications.
9. Send out monthly press releases to regional publications.
10. Create four FAM (familiarization) tour itineraries to send out and solicit influencers.
11. Update Stevenson map several times as new businesses open and others close. Order printing of map many times throughout the year.
12. Provide maps, guides and information to local businesses and cruise ships for distribution.
13. Co-op with Stevenson Downtown Association on Shop Local campaign and promotions.
14. Compile information for registration packets for various groups at Skamania Lodge and those holding events at Skamania County Fairgrounds.
15. Administer the Stevenson Bucks program.
16. Manage the SBA financial accounts including receivables and payables.

Exhibit C

Visit Stevenson 2022 Promotional Programs Budget

Program 1	Promotional Products & Projects	
A	Stevenson Map – update	\$ 500
B	Stevenson Map - printing	2,500
D	Stevenson Advertising Campaign	
	D1 - Website (hosting/updates/webcam contract)	11,000
	D2 – Marketing Contract (NB Marketing)	16,200
	D3 – Boosting (paid social media ads)	1,200
	D4 – Press Releases	3,000
	D5 – Ad Placement	10,000
	D6 – Photos	1,600
	D7 – Other (promotional products, postage, misc.)	4,000
	D8 – FAM Tours	5,000
E	Wind River Publishing Advertisements	4,000
F	Skamania Lodge Co-Op Marketing Project	<u>14,000</u>
	Sub-Total	\$ 73,000
Program Time Management		
	\$1,000 per month	<u>\$ 12,000</u>
	TOTAL	\$ 85,000
OPTIONAL: New KOIN weather cam @ \$2,000 per month		\$24,000