

**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES  
BETWEEN GIG HARBOR AND THE GIG HARBOR  
PENINSULA AREA CHAMBER OF COMMERCE**

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the “City”), and the Gig Harbor Peninsula Area Chamber of Commerce, a Washington corporation, 3302 Harborview Drive, Gig Harbor, Washington, (hereinafter the “Chamber”), for tourism promotion activities, as described in this agreement.

**WHEREAS**, the legislature has authorized the City to levy a special excise tax for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp (pursuant to RCW 67.28.180); and

**WHEREAS**, revenue from taxes imposed under chapter 67.28 RCW shall be credited to a special fund in the City’s treasury, to be used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facility or operation of tourism-related facilities (pursuant to RCW 67.28.1815); and

**WHEREAS**, the City established a Lodging Tax Advisory Committee for the purpose of recommending the most appropriate use of the hotel-motel tax funds (pursuant to Resolution 509); and

**WHEREAS**, the Lodging Tax Advisory Committee made its recommendation to the City Council for the City to provide Three Thousand Dollars (\$3000.00) in funding to the Chamber for the purposes authorized by statute and this Agreement; and

**WHEREAS**, the City desires to provide the funds to the Chamber to provide the tourism promotion activities set forth herein; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

**Section 1. Scope of Activities.** The City shall provide Three Thousand Dollars (\$3000.00) in funding to the Chamber to perform the following activities and no others:

- A. Maintain the Gig Harbor Welcome Center for visitors including staffing the Welcome Center Monday – Friday and Saturdays during the summer (Memorial Day to Labor Day). Assist walk-in, and phone –in requests with brochures and promotional materials.
- B. Fulfill bulk mail projects of #10 inserts from leads generated through advertising as directed by the City Marketing Director not to exceed 14 times annually. City will supply all materials including envelopes and postage.

- C. The Chamber will continue to manage until February 1<sup>st</sup> 2005 the web requests and mailings. On February 1<sup>st</sup>, 2005 that duty will terminate and the City Marketing Office shall assume this duty as of February 2<sup>nd</sup> 2005.
- D. The Chamber will continue to update the visitor database, tour operator database until February 1<sup>st</sup> 2005. On February 1<sup>st</sup>, 2005 that duty will terminate and the City Marketing Office shall assume this duty as of February 2<sup>nd</sup> 2005. The Chamber will provide the marketing office a disk of all current tourism databases .
- E. The Chamber will continue to fill the brochure racks at the Jerisich and Finholm locations until February 1<sup>st</sup>, 2005. On February 1<sup>st</sup>, 2005 that duty will terminate and the City Marketing Office will assume this duty as of February 2<sup>nd</sup> 2005..

**Section 2.** **Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties, and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Either party can terminate this contract with a written 90-day advance notice to the other party. Sections 4, 9 and 11 of this agreement shall survive termination of this agreement.

**Section 3.** **Funding.** The total amount of funds provided by the City to the Chamber shall not exceed Three Thousand Dollars (\$3000.00) and will be paid quarterly upon receipt of invoice from the Chamber. The Chamber shall perform the activities and expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

**Section 4.** **Auditing of Records, Documents and Reports.** The Chamber shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the Chamber with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

**Section 5.** **Compliance with Federal, State and Local Laws.** The Chamber agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

**Section 6.** **Reporting.** The Chamber agrees to produce a final report summarizing the activities performed under this Agreement and the Chamber's expenditures of the funds distributed under this Agreement on or before January 31, 2006. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

**Section 7.** **Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that the Chamber has failed to expend the hotel-motel tax funds in accordance with state law and this Agreement, the City reserves the right to commence an action against the Chamber to recover said funds, in addition to all of the City's other available remedies at law.

**Section 8.**     **Legal Relations.** Neither the Chamber, nor any employee, officer, official or volunteer of the Chamber shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the Chamber or the City by reason of entering into this Agreement except as expressly provided herein.

**Section 9.**     **Indemnification.** The Chamber agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the Chamber under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

**Section 10.**   **Severability.** If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

**Section 11.**   **Attorneys' Fees.** In the event that the City is required to institute a lawsuit against the Chamber to enforce any of the terms of this Agreement and the City prevails in such lawsuit, the Chamber agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

**Section 12.**   **Entire Agreement.** This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED

**CITY OF GIG HARBOR**

By \_\_\_\_\_  
Its Mayor

ATTEST:

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Molly Towslee, City Clerk

APPROVED AS TO FORM:

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Carol A. Morris, City Attorney

THE GIG HARBOR PENINSULA AREA CHAMBER OF COMMERCE

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By Kim D.E.D. Hails, Executive Director  
It's Corporate Secretary