

MUNICIPAL SERVICES AGREEMENT
RE: LODGING TAX FUNDED ACTIVITIES

THIS AGREEMENT, made and entered into by and between the City of Wenatchee, a municipal corporation of the State of Washington, hereinafter referred to as "City," and "Wenatchee Valley Museum and Cultural Center Association" hereinafter referred to as "Contractor."

WHEREAS, the City, after the Lodging Tax Advisory Committee duly advertised, reviewed and recommended lodging tax funded activities, wishes to have certain services performed hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits set out herein, it is agreed as follows:

1. Services. The Contractor shall perform the services identified in the attached Scope of Work (Exhibit A) as approved by the City's Lodging Tax Advisory Committee, and provide all staffing, materials and supplies in order to carry out such work.
2. Funding Amount. The City shall pay to the Contractor for the services to be provided under this Agreement a sum not to exceed \$48,000 for satisfactorily carrying out the Scope of Work described in Exhibit A. Payments made pursuant to this paragraph shall be the total compensation by the City for the services to be performed by Contractor.
3. Indemnification. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
4. Term. The term of this Agreement and the performance of the Contractor shall commence on February 1, 2014 and shall terminate on December 31, 2014.
5. Insurance. Contractor shall obtain and keep in force during the terms of the agreement the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to R.C.W. Title 48:
 - a. Worker's compensation and employer's liability insurance as required by the State of Washington.
 - b. General commercial liability insurance in an amount not less than a single limit of \$1,000,000 for bodily injury, including death and property damage per occurrence.

Excepting the worker's compensation insurance secured by Contractor, the City will be named on all certificates of insurance as an additional insured. Contractor shall furnish the City with verification of insurance and endorsements required by this agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Contractor shall submit a verification of insurance as outlined above within 14 days of the execution of this agreement to the City.

No cancellation of the foregoing policies shall be effective without 30 days prior notice to the City.

The City will pay no progress payments under Section 2 of this agreement until Contractor has fully complied with this Section. This remedy is not exclusive, and the City may take such other action as is available to them under other provisions of this agreement, or otherwise in law."

6. No Discrimination. Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 40.60.215 or other applicable law prohibiting discrimination.
7. Dispute Resolution. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Contractor and the City shall be referred for determination to the City's Mayor, whose decision in the matter shall be final and binding on the parties of this agreement, provided, however, that if an action is brought challenging the Mayor's decision, that decision shall be subject to de novo judicial review. In the event of litigation over the terms of this agreement, each party shall bear its own attorneys fees and costs incurred therein.

EXECUTED this 31 day of January, 2014.

City of Wenatchee

By: Frank J. Kuntz
Frank Kuntz, Mayor

Wenatchee Valley Museum and Cultural Center Association

By: Darlene Spargo
Board President

EXHIBIT A

CONTRACTOR AGREEMENT – SCOPE OF WORK

City of Wenatchee Lodging Tax Contract

The Contractor agrees to provide the following work on behalf of the City of Wenatchee:

Contractor: Wenatchee Valley Museum and Cultural Center Association

Contract Start Date: February 1, 2014

Contract Duration: Ending December 31, 2014

Assigned Staff: Brenda Abney, Director
Wenatchee Valley Museum and Cultural Center

Work to be completed: The Museum Association will utilize City of Wenatchee Lodging Tax funds to provide support for the operations of a tourism facility operated by a non-profit. As identified in the Lodging Tax Application, funds would be used to:

- 1) Support a Visitor Services Staff / Volunteer Coordinator
- 2) Grow museum visitation by enhancing events and event marketing and better serving out of town visitors

Contract Payment: Not to exceed \$48,000, with equal monthly payments to be provided over the term of the contract beginning March 1, 2014 and ending December 1, 2014.

Reporting: By February 1, 2015, a report will need to be provided for your tourism related facility that provides the actual numbers in the categories below for the contract period, and provides the methodologies used to obtain the numbers.

As a direct result of your proposed tourism-related service, provide actual numbers for:	
a. Overall attendance at your proposed event/activity/facility:	
b. Number of people who traveled more than 50 miles for your event/activity:	
c. Of the people who traveled more than 50 miles, the number of people who traveled from another country or state:	
d. Of the people who traveled more than 50 miles, the number of people who stayed overnight in Wenatchee or the Wenatchee area:	
e. Of the people staying overnight, the number of people who stayed in PAID accommodations (hotel/motel/bed-breakfast) in Wenatchee or the Wenatchee area:	
f. Number of paid lodging room nights resulting from your proposed event/activity/facility: <i>(Example: 25 paid rooms on Friday and 50 paid rooms on Saturday = 75 paid lodging room)</i>	

<i>nights)</i>	
g. At an average daily rate of \$82, my paid room lodging impact was: (e.g. 75 x \$82 = \$6,150)	

The Report needs to be provided to the Wenatchee City Clerk, with a copy to the City of Wenatchee Finance Director.