

Agreement for Services
between
City of Ashland
and
Ashland Chamber of Commerce

Agreement between the City of Ashland (City), the Ashland Chamber of Commerce (CoC) and the Ashland Visitor and Convention Bureau (VCB) for fiscal year 2004-05.

Recitals

- A. The VCB shall receive \$80,432 for promoting tourism in Ashland. That amount will be adjusted each year by the amount of inflation or deflation established in the budget process. Expenditures of these funds must meet the requirement of ORS 320.300 through ORS 300.350.
- B. The CoC shall receive \$160,000 for the purpose of economic development in Ashland. That amount will be adjusted each year by the amount of inflation or deflation established in the budget process.
- C. The City, CoC and VCB now enter into this Agreement to identify their roles and responsibilities.
- D. Fund allocations are based on Ashland City Council resolution 2004-11.

Purpose

The City relies on the VCB to promote Ashland to visitors travelling from more than 50 miles to Ashland and/or visitors who stay overnight in Ashland. Promotion includes advertising, publicizing, distribution of printed materials, marketing special events and festivals, conducting strategic planning and research necessary to stimulate tourism development.

The City of Ashland has established a system of shared responsibility with the CoC to handle typical economic development types of needs. Currently the Chamber provides the following kinds of services: coordinated marketing, rapid response team to inquiries, relocation services, point-of-contact management and information services, general inquiries, visitor center management, training for local business and coordination with the Small Business Association.



The City of Ashland's Comprehensive Plan is the guiding document for all development within the community. The plan incorporates ten specific elements related to development. The economic development element is identified in Chapter 7.

The CoC will strive to emphasize, in its economic development activities, the importance of maintaining Ashland's small-town feel and portraying Ashland as a family friendly community that supports its schools and places great value on the quality of education offered.

Overall Objectives

Retention and Expansion of Existing Business

The CoC will develop and implement on-going strategies on retaining and expanding existing businesses, particularly those businesses that are non-tourism related, in Ashland with an emphasis on creating additional family wage jobs.

- I Methodology: Adopt an aggressive and focused business retention plan, which is research and relationship based.
- II Promotion: Offer assistance to all City of Ashland cultural and economic development grant recipients to make them aware of the wide array of business support resources in Ashland, southern Oregon and the State of Oregon.
- III Service Delivery: Organize processes by which any existing business interest may acquire accurate and timely information with regard to making a business expansion decision to stay in Ashland.
- IV Advocacy: Establish multiple pathways in which a local business may acquire specialized support in growing their business, to include conduits to other agencies, governments, applicable organizations or existing community leadership for the purposes of retaining jobs in Ashland.

New Business Development

The CoC will develop and implement on-going strategies with emphasis on creating new family wage jobs by attracting new businesses to Ashland. The strategy will focus on non-tourism related businesses.

- I Methodology: Adopt an aggressive and focused new business recruitment plan, which is research and relationship based.
- II Promotion: Attract the attention of potential new businesses through networking, making personal or telephone contact, organizing special events.



- III Service Delivery: Organize processes by which any outside business interest may acquire accurate and timely information with regard to making a business location decision in favor of Ashland.
- IV Advocacy: Establish multiple pathways in which a potential new business may acquire specialized information on which to base their decision to locate in Ashland, to include conduits to other agencies, governments, applicable organization or existing community leadership for the purposes of retaining jobs in Ashland.

Tourism

The VCB will develop and implement a year-to-year strategy to maintain current levels of tourism in Ashland and increase tourism from November through February.

- I Methodology: Adopt an aggressive and focused tourism promotion plan, which is research and relationship, based.
- II Promotion: Focus on promoting visits to Ashland during the shoulder season.
- III Service Delivery: Organize processes by which visitors may acquire accurate and timely information with regard to making a trip to Ashland and by which once in town, visitors can acquire accurate information about the community.

Accountability

Develop mechanisms for tracking progress, measuring success, auditing finances and reporting to the Ashland City Council on a yearly basis. Present a progress report on current fiscal year activities at least annually during a council study session.

General Expectations

- I Retain or create jobs through business assistance programs measured by job retention or expansion.
- II Create new business and employment opportunities measured by job creation.
- III Maintain or increase the number of outside dollars spent in Ashland retail, service and lodging businesses as measured by increased revenues and transient occupancy tax revenue.
- IV Reach out to other City of Ashland cultural and economic development grant recipients to explain how the chamber can assist them with their efforts.



Specific Requirements

The COC shall review and update its economic development strategies every three years and shall provide an annual report to the Ashland City Council no later than January 31 on its previous year's activities which shall at a minimum consist of the following:

- I Provide a report of Ashland businesses, which received direct assistance from the CoC for the purpose of retaining or creating new family wage jobs in Ashland.
- II Provide a report of prospective businesses the CoC made presentations to for the purpose of attracting new jobs to Ashland.
- III Provide a report of local and regional partnerships developed and maintained for the CoC for the purpose of business retention and development including but not limited to: SOWAC, SOREDI, AGA. Include documentation of supportive efforts including but not limited to offering educational workshops, cross promotion and web links.

The VCB shall review and update its tourism promotion strategies every three years and shall provide an annual report to the Ashland City Council each spring which shall at a minimum consist of the following:

- I Provide a report on the variety of specific promotion activities executed for the purpose of attracting visitors to Ashland. Include samples of advertising which include family, quality of life and educational opportunities.

General Provisions

1. Amount of Grant. Subject to the terms and conditions of this agreement and in reliance upon Grantee's approved application, the City agrees to provide funds in the amount specified above.
2. Use of Grant Funds. The use of grant funds are expressly limited to the objectives identified in this agreement.
3. Unexpended Funds. Any grant funds held by the Grantee remaining after the purpose for which the grant is awarded or this agreement is terminated shall be returned to the City within 30 days of completion or termination.
4. Financial Records and Inspection. Grantee shall maintain a complete set of books and records relating to the purpose for which the grant was awarded in accordance with generally accepted accounting principles. Upon reasonable notice to Grantee, City shall have the right to inspect said books and records and supporting documents relating to the use of grant funds at Grantee's business premises, provided that City



shall not copy or remove said books, records or documents from Grantee's premises without the consent of Grantee, which consent shall not be unreasonable withheld. The data and entries in any such books, records and supporting documents that are copied by City shall remain the confidential information of Grantee and shall not be made public records by City. City shall protect the confidentiality of such data and entries and shall not disclose or permit the disclosure of the same except as required to enforce the terms of this agreement in the event of a breach of this agreement by Grantee.

5. Living Wage Requirements. If the amount of this agreement is \$15,713.00 or more, and if the Grantee has ten or more employees, then Grantee is required to pay a living wage, as defined in Ashland Municipal Code Chapter 3.12, to all employees and subcontractors who spend 50% or more of their time within a month performing work under this agreement. Grantees required to pay a living wage are also required to post the attached notice predominantly in areas where it will be seen by all employees.

6. Default. If Grantee fails to perform or observe any of the covenants or agreements contained in this agreement or fails to expend the grant funds or enter into binding legal agreements to expend the grant funds within twelve months of the date of this agreement, the City, by written notice of default to the Grantee, may terminate the whole or any part of this agreement and may pursue any remedies available at law or in equity. Such remedies may include, but are not limited to, termination of the agreement, stop payment on or return of the grant funds, payment of interest earned on grant funds or declaration of ineligibility for the receipt of future grant awards.

7. Amendments. The terms of this agreement will not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by the parties. Such written modification will be made a part of this agreement and subject to all other agreement provisions.

8. Indemnity. Grantee agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this agreement by Grantee (including but not limited to, Grantee's employees, agents, and others designated by Grantee to perform work or services relating to Grantee's obligation under the terms of this agreement). Grantee shall not be held responsible for damages caused by the negligence of City or anyone acting in behalf of City.

9. Insurance. Grantee shall, at its own expense, at all times for twelve months from the date of this agreement, maintain in force a comprehensive general liability policy. The liability under such policy shall be a minimum of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" not "claims" basis. The City of Ashland, its officers, employees and agents shall be named as additional insures. Certificates of insurance acceptable to the City shall be filed with the City's Risk Manager or Finance Director prior to the expenditure of any grant funds.



10. Merger. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified in this agreement regarding this agreement. Grantee, by the signature below of its authorized representative, acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.

11. Notices and Representatives. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

CITY of Ashland:
Gino Grimaldi
City Administrator
20 East Main
Ashland, OR 97520

Ashland Chamber of Commerce
Sandra Slattery
110 East Main
Ashland, OR 97520

This Agreement constitutes the Entire Agreement between the parties. There are no understanding, agreement, or representations, oral or written, not specified herein regarding this agreement. No amendment, consent, or waiver or terms of this agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signatures below or their authorized representatives, acknowledge having read and understood the Agreement and the parties agree to be bound by its terms and conditions.

City of Ashland

By _____
Title _____
Date _____

Ashland Chamber of Commerce and Visitor and Convention Bureau

By _____
Title _____
Date _____

