

TRANSMITTAL MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Karl R. Amylon, City Manager

DATE: February 26, 2020

RE: **Approving 2020 Agreement Between the City of Ketchikan and the Ketchikan Visitors Bureau, Inc.**

In adopting the 2020 General Government Annual Budget, the City Council appropriated \$333,450 to the Tourism and Economic Development and Port Departments, in order to provide funding for the sales and marketing agreement between the City and the Ketchikan Visitors Bureau, Inc. As the City Council is aware, under the terms of this agreement the KVB provides tourism, marketing and convention related services on behalf of the City of Ketchikan. The \$333,450 funding level remains at the same funding level as 2019.

A motion has been prepared for City Council consideration.

RECOMMENDATION

It is recommended that the City Council adopt the motion approving the 2020 Community Agency Funding Agreement between the City of Ketchikan and the Ketchikan Visitors Bureau, Inc.; authorizing funding in the amounts of \$162,450 and \$171,000 respectively from the Tourism & Economic Development Division and the Port Department's Marketing Services accounts (Account Nos. 635.13 and 635.13); and directing the City Manager to execute the agreement on behalf of the City Council.

Recommended Motion: I move the City Council approve the 2020 Community Agency Funding Agreement between the City of Ketchikan and the Ketchikan Visitors Bureau, Inc.; authorize funding in the amounts of \$162,450 and \$171,000 respectively from the Tourism & Economic Development Division and the Port Department's Marketing Services accounts (Account Nos. 635.13 and 635.13); and direct the City Manager to execute the agreement on behalf of the City Council.

2020 AGREEMENT
Between
CITY OF KETCHIKAN
And
KETCHIKAN VISITORS BUREAU, INC.

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the City of Ketchikan, a municipal corporation of 334 Front Street, Ketchikan, Alaska 99901, hereinafter referred to as "Owner" and Ketchikan Visitors Bureau, Inc., whose address is: 50 Front Street, Ketchikan, Alaska 99901, licensed and qualified to do business within the State of Alaska, hereinafter referred to as "Contractor."

RECITALS

(a) The Owner desires the performance, provision and accomplishment of the work, services and materials described and set forth in Section 1.

(b) Contractor represents that it is ready, able and qualified to perform and will perform in all respects all of the work, services and materials, and to otherwise perform all of the terms, covenants, conditions and provisions of the agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, IT IS AGREED, for and in consideration of the terms, covenants, conditions and provisions contained herein, and/or attached and incorporated herein, and made a part hereof, the parties hereto agree as follows:

Section 1: **Agreement to Perform.** The Owner hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions and provisions of this agreement, all of the work, services, labor and materials required to accomplish all of the work described in Exhibit A (Scope of Work) hereof at the times, in the manner, and for the consideration and payments hereinafter set forth.

Section 2: **Scope of Work.** The Contractor shall perform, supply and provide all of the work, services and materials (hereinafter collectively referred to as "work") as follows:

As set forth and described on Exhibit A attached hereto and incorporated herein by this reference.

Section 3: **Time for Commencement and for Completion of Work.**

(a) **Commencement.** Contractor shall commence the work called for in this agreement upon the giving of a Notice to Proceed by the Owner.

(b) **Completion.** Upon giving of Notice to Proceed, the work called for in this agreement shall be performed and completed as follows:

During that portion of the calendar year 2020, commencing upon receipt of Notice to Proceed and ending midnight, December 31, 2020.

Section 4: Compensation and Payment. For and in consideration of the timely and proper performance of work authorized as provided herein, the Owner shall pay the Contractor as follows:

As set forth and described on Exhibit B attached hereto and incorporated herein by this reference.

Section 5: No Additional Work. No claim for additional work, services or materials, not specifically and expressly requested and authorized as provided for in this agreement or by a written amendment thereto signed by both parties, done or furnished by the Contractor will be allowed or paid by the Owner, and Contractor expressly waives any claim therefore.

Section 6: Owner's Contracting Officer. For purposes of this agreement, the Owner's contracting officer shall be Karl R. Amylon, City Manager or such other person as is designated in writing by such person.

Section 7: Contractor Qualifications. The Contractor expressly represents and warrants it is now and shall continue to be at all times during the performance of this agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this agreement and is presently ready, able and willing to undertake and perform all of such work and services, and to supply all necessary materials and equipment at the times, and in a professional and workmanlike manner and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.

Section 8: Contractor Responsible for Personnel. The Contractor has or will secure, at Contractor's own cost and expense, all personnel required to perform this agreement in a timely and proper manner. The parties hereto agree and understand that such personnel shall in no event be deemed to be and are not employees, agents or representatives of the Owner, and the Owner shall have no responsibility or liability whatsoever to any of said persons or for the acts or omissions of any such persons.

Section 9: Independent Contractor. The parties hereto expressly agree that the Contractor shall be and is an independent contractor and is not an employee or agent of the Owner and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise and no other benefits accorded to Owner's employees. No withholding, FICA or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to the Contractor, it being understood that the Contractor is solely responsible therefore, provided Owner shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in this agreement.

Section 10: Forms to be Provided to Contractor. The Owner shall provide the Contractor with any special forms required by the Owner for reporting to the Owner, and the necessary instruction regarding proper use of the forms.

Section 11: Termination.

(a) Termination for Cause. This agreement may be terminated in whole or in part in writing by Owner in the event of failure by Contractor to fulfill any of the terms and conditions of this agreement upon the giving of not less than five (5) calendar days prior written notice of intent to terminate in the manner provided in Section 21 hereof.

(b) Termination for Convenience of Owner. This agreement may be terminated in whole or in part in writing by the Owner for Owner's convenience provided the Contractor is given not less than thirty (30) calendar days prior written notice of intent to terminate in the manner provided in Section 21 hereof.

(c) In the event termination by the Owner is effected pursuant to (a) above, the Contractor shall not be entitled to receive any further payment until the work is completed, or the Owner elects to not proceed further with the project. Upon completion of the work or termination of the project in the event the Owner elects to not proceed with the project, the Contractor shall be paid as follows:

(1) In the event the costs and expense of taking over, re-advertising and completing the project or the costs of closing out the project if the Owner elects to not proceed with the project (hereinafter referred to as "close out costs") exceed the remaining unpaid amount of this agreement, any amount which was otherwise due and unpaid to Contractor at the time of termination shall be applied to such increased costs in taking over, re-advertising and completing the project or applied to close out costs and the remaining amount of such costs if any, shall be paid by the Contractor to the Owner.

(2) In the event said costs and expenses of taking over, re-advertising and completing the project or close out costs are less than the total amount which was otherwise due and unpaid to the Contractor at the time of termination, the increased costs of taking over and completing the project or the close out costs shall be deducted from the amounts due the Contractor and the balance if any, paid to the Contractor without interest.

(d) In the event termination is for the convenience of the Owner pursuant to (b) above, the Contractor shall be paid for the services or other work that have been actually performed prior to the effective time of such notice of intent to terminate and for reimbursement of any reimbursable expenses that were actually expended and paid prior to the effective time of such notice of intent to terminate, and the Owner shall not be liable or responsible for any loss of profits or any other damages, amounts or payments whatsoever to the Contractor.

(e) Upon receipt of a termination notice pursuant to paragraphs (a) or (b) above, the Contractor shall promptly discontinue all services unless the notice directs otherwise, and deliver or otherwise make available to the Owner all data, drawings, notes, specifications, reports, estimates, summaries, work in progress, and any and all other information and/or materials as may have been accumulated by the Contractor in performing this agreement, whether completed or in progress, and free and clear of any mechanics or other liens or claims in favor of Contractor or any other person.

(f) Upon termination pursuant to paragraphs (a) or (b) above, the Owner may, but shall not be required to, take over the work and prosecute the same to completion by agreement with

another person or otherwise, may elect to complete the work itself or to not proceed further with the work and project.

(g) If after termination by the Owner pursuant to (a) above, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment of the amounts to be paid to Contractor for termination shall be made as provided in paragraph (d) of this section.

(h) No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in this section shall be due or payable to Contractor in the event of termination.

Section 12: Changes or Modifications. Any change in any regulations or requirements applicable to the work called for herein, made, caused or imposed by, or as a result of the action of any state, federal or other governmental agency that has or will provide all or any portion of any funds for payment for the work or project which is the subject of this agreement, shall automatically become a part of and amendment to this agreement and the Contractor shall comply therewith.

Section 13: Conflict of Interest. The Contractor covenants, warrants and represents that the Contractor has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner with the subject matter or the performance of this agreement. The Contractor further covenants, warrants and represents that in the performance of this agreement, no person having any such interest shall be employed.

Section 14: Reporting and Records.

(a) Contractor shall furnish regular quarterly activity reports to Owner and these reports shall relate the extent of Contractor's activities accomplished and scheduled pursuant to this agreement.

(b) Contractor shall furnish Owner with an annual financial report showing all funds received and expenditures incurred during the Contractor's last fiscal year that relate to the activities scheduled and accomplished pursuant to this agreement.

(c) At any time during normal business hours and as often as the Owner or any agency providing any portion of the funds provided to the Owner for this project deems necessary, there shall be made available to the Owner or to such other funding agency and/or their representatives, at a location within the City of Ketchikan or other location acceptable to the Owner, any and all books, records and documents regarding matters covered or related to this agreement, the performance of or payment for, the work called for herein and the Owner and/or such agencies shall be entitled to make audits and copies of all books, records, contracts, invoices, receipts, payrolls, records of personnel and other documents or data relating to any and all matters covered by this agreement or performance or payment for the work called for herein.

(d) The performance and administration of this program and this agreement will be monitored by the Owner and such other agencies as may be required or authorized pursuant to the terms of any grant to the Owner. Necessary reports in proper form will be required as a prerequisite to any payment to the Contractor.

(e) All project records shall be maintained by the Contractor for not less than three (3) years after completion and final acceptance of all work by the Owner and shall be subject to inspection and copying by the Owner or any funding agency during said period.

Section 15: Hold Harmless and Indemnity. The Owner, its officers, employees and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any act or omission of Contractor or by any of Contractor's officers, employees, agents, representatives, contractors or subcontractors in the performance or non-performance of this agreement, and Contractor further agrees to appear and defend, and to indemnify and save free and harmless the Owner and its officers, employees and agents from and against any of the foregoing claims, liabilities, penalties, fines or damages, whether or not valid and for any cost and expense, including reasonable attorney's fees incurred by the Owner, its officers, employees or agents on account of any claim therefore, including claims by reason of any defects in any plans, drawings, specifications, computer programs, technical reports or other work product of Contractor prepared for or submitted to the Owner pursuant to this agreement provided said claim is not based upon a use of said plans, drawings, specifications or other work product for other than the purposes for which such data was prepared and submitted to the Owner.

Section 16: Insurance.

(a) **Public Liability Insurance.** Contractor agrees to keep and maintain in full force at Contractor's expense during the entire period of the project or work called for herein, broad form comprehensive public liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit insuring Contractor and the Owner as an additional named insured, from any and all claims for bodily injury and death, and for property damage that may arise out of or in relation to, this agreement. Such insurance shall require the insurance company to give not less than thirty (30) days prior written notice to Owner prior to any cancellation, nonrenewal or reduction in the amount of coverage of such insurance coverage.

(b) Each policy or a certificate of the policy together with evidence of payment of premiums shall be deposited with the Owner prior to execution of this agreement by the Owner and on renewal of the policy not less than twenty (20) calendar days before expiration of the term of the policy.

Section 17: Independent Contractor; No Authority to Bind Owner. The parties hereto agree that Contractor is an independent Contractor and is not and shall not be construed to be a partner, joint venturer, employee or agent of the Owner, and shall not and is not authorized to enter into or make any contracts, agreements to enter into any understanding with any other person, corporation, partnership, joint venturer or other entity, in the name of or for the benefit of the Owner.

Section 18: No Third Party Beneficiaries. Nothing in this agreement shall be construed to give any person other than the Owner and the Contractor any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sole and exclusive benefit of the Owner and the Contractor.

Section 19: Payment of Taxes. The Contractor shall timely pay all federal, state and local sales, excise or other taxes or assessments incurred by the Contractor.

Section 20: Assignment and Subletting Prohibited. The Contractor shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract or otherwise dispose of or encumber this agreement or the rights thereunder, nor shall the Contractor delegate any of his/her/its duties hereunder without the prior written consent of the Owner. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting or other disposition or the attempted assignment, disposition, delegation of duties or rights shall be null and void, and of no force or effect and shall be grounds and cause for immediate termination of this agreement without liability by and at the option of the Owner.

Section 21: Notice. Any notice, demand, request, consent, approval or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail at the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally or upon the expiration of twenty-four (24) hours after the time of mailing, if mailed as provided in this section.

Owner: Karl R. Amylon, City Manager
City of Ketchikan
334 Front Street
Ketchikan, Alaska 99901

Contractor: Patti Mackey, President and CEO
Ketchikan Visitors Bureau, Inc.
50 Front Street, Ste. 203
Ketchikan, Alaska 99901

Section 22: Equal Employment Opportunity.

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age or sex. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) The Contractor shall state in all solicitations or advertisements for employees to work on contract jobs to be let in the performance of this agreement, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age or sex.

(c) The Contractor agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination and with all other state efforts to guarantee fair employment practices under this agreement and said Contractor will comply promptly with all requests and directions from the State Commission of Human Rights or any of its officers or against relating to prevention of discriminatory employment practice.

(d) Full cooperation as expressed in the foregoing clause (c) shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful or invidious discrimination if such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said Contractor to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary by any official or agency of the State of Alaska or the Owner, participating in meetings, submitting periodic reports of the equal employment aspects of present and future employment, assisting in inspection of relevant facilities and promptly complying with all state directives deemed essential by any office or agency of the State of Alaska or the Owner, to ensure compliance with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practices.

(e) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this agreement for cause without liability.

Section 23: Worker's Compensation Coverage. The Contractor, if subject to the provisions of the Alaska Worker's Compensation Act (AS 23.30), shall upon request, provide the Owner and the State of Alaska with proof, furnished by the insurance carrier of current coverage by worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certificate of self-insurance by the Alaska Worker's Compensation Board. The Contractor further acknowledges and agrees that in the event it fails to maintain proper worker's compensation coverage, the state will implement the provisions of AS 23.30.045(c) and the Owner at its option, may terminate this agreement for cause without liability.

Section 24: Pay Requests, Statement Concerning Claims and Final Release.

(a) All pay requests, whether for a progress payment or final payment, shall be made to Owner in writing.

Section 25: Miscellaneous.

(a) **Relationship of Parties.** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party as creating the relationship of principal and agent or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Owner and an independent contractor.

(b) **Terminology.** Whenever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

(c) **Nonwaiver.** No delay or omission of the right to exercise any power by either party shall impair any such right or power or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature

requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(d) Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this agreement. Venue as to any action, claim or proceeding arising out of or based upon this agreement, including but not limited to, any action for declarative or injunctive relief, shall be the appropriate court sitting in the City of Ketchikan, First Judicial District, Alaska.

(e) Paragraph Headings. The headings of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

(f) Successors and Assigns. Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto, but their respective personal representatives, heirs, successors and assigns.

(g) Compliance with Laws and Regulations. Contractor shall at Contractor's sole cost and expense, comply with all of the requirements of local, state or federal laws, ordinance or regulations now in force or which may hereafter be in force, pertaining to this agreement or the project or the work to be performed, and shall faithfully observe in the performance of this agreement, all local, state and federal laws, ordinances and regulations now in force or which may hereafter be in force. Contractor shall operate in compliance with the open meetings act and public records laws.

(h) Terms Construed as Covenants and Conditions. Every term and each provision of this agreement performable by Contractor shall be construed to be both a covenant and a condition.

(i) Time of the Essence. Time is of the essence of each term, condition, covenant and provision of this agreement.

(j) Entire Agreement. This agreement and any schedules, appendices or exhibits attached hereto sets forth all of the covenants, promises, agreements, conditions and understandings between the parties hereto and there are no covenants, promises, agreements, conditions or understandings either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This agreement constitutes a final, complete and exclusive statement of the agreement between the parties.

(k) Severability. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(l) Corporate Authority. If Contractor is a corporation, Contractor shall deliver to the Owner at the time of execution of this agreement a certified copy of a resolution of its board of directors authorizing the execution of this agreement and naming the officers that are authorized to execute this agreement on behalf of the corporation.

Section 26: Maximum Amount of Contract. Contractor acknowledges and agrees Owner's funding is of a limited nature and source, and Owner shall in no event be liable for payment of any amounts under this agreement or otherwise, in excess of the total amount of THREE HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$333,450) and at such time as the total amount paid or due, or claimed by Contractor reaches a total of THREE HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$333,450), Contractor shall forthwith notify Owner thereof. It shall be the Contractor's obligation to notify Owner and to assure no work in excess of said total sum of THREE HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$333,450) is done and any work done in excess thereof shall not entitle Contractor to any payment and Contractor expressly waives any claim therefore, unless such additional work was separately authorized in writing as a written change order or amendment to this agreement prior to commencement and performance of any such additional work.

WHEREFORE, the parties have entered into this agreement the date and year first above written at the City of Ketchikan, Alaska.

OWNER:

Karl R. Amylon, City Manager
City of Ketchikan

ATTEST:

Kim Stanker, City Clerk
City of Ketchikan

CONTRACTOR

Patricia Mackey
President and CEO

CORPORATE CERTIFICATE

I, **Linda Peters**, certify that I am the **Secretary-Treasurer** of the corporation named as Contractor in the foregoing instrument; that **Patricia Mackey** who signed said instrument on behalf of the Contractor was then **President and CEO** of said corporation; that said instrument was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Linda Peters
Secretary/Treasurer

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2020, before me, the undersigned a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Karl R. Amylon** and **Kim Stanker** to me known to be the **City Manager** and **City Clerk** of the City of Ketchikan, Alaska, a municipal corporation, the corporation which executed the above and foregoing instrument and who on oath stated that they were duly authorized to execute said instrument and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

(SEAL)

Notary Public for Alaska
Commission Expires: _____

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2020, before me, the undersigned a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Patricia Mackey** to me known to be a **President and CEO** and **Linda Peters** to me known to be **Secretary/Treasurer of the Board of Directors of the Ketchikan Visitors Bureau, Inc.**, a corporation, the corporation which executed the above and foregoing instrument and who on oath stated that they were duly authorized to execute said instrument and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

(SEAL)

Notary Public for Alaska
Commission Expires: _____

Exhibit A

Scope of Work- Ketchikan Visitors Bureau 2020

The Ketchikan Visitors Bureau's stated mission is:

To promote the greater Ketchikan area as a visitor destination and meeting site, to enhance the economy of the community, and assist in promotion of the area's attractions and events. To that end, the Ketchikan Visitors Bureau agrees to provide the following services:

1. **Administer a comprehensive destination marketing program designed to** increase the number of independent and meetings, conventions and special events travelers. Generate awareness among cruise visitors of things to see and do during their visit and increase visitation in the fall, winter and spring months
 - a. *Marketing Program elements*
 - i. *Advertising- print, television and internet. Host Ketchikan pages on appropriate sites for meetings professionals.*
 - ii. *Collateral- publication of annual visitor information guide, updated digital versions of the visitor guide and the meetings planners guide along with other material such as cruise ship calendar and Ketchikan 101 brochure.*
 - iii. *Maintain and update as needed the www.visit-ketchikan.com web site and www.meetinalaska.com pages.*
 - iv. *Public relations- media outreach and assistance to generate stories in print, broadcast and online publications featuring Ketchikan.*
 - v. *Communications- create and distribute newsletters and blog features for consumers and journalists*
 - vi. *Work with the Southeast Alaska Tourism Council to market the Inside Passage region to independent travelers and utilize opportunities through the State of Alaska's tourism marketing program to participate in cooperative promotions, shared booths at trade shows, web site and other activities*
 - vii. *Support trade professionals who promote Ketchikan.*
 1. *Host site visits/familiarization trips for qualified planners and travel writers*
 2. *Participate in select B2B (business to business) and networking events to gain access to meeting planners, travel writers*
 3. *Provide photography, access to b-roll (video footage) to tour operators for use in promoting their tours in Ketchikan*
 4. *Provide videos and promotional giveaways to qualified travel agents and tour operators*
 - viii. *Research- Utilize research conducted to assess both the meetings and conventions and tourism marketing programs to carry out tasks.*

- 2. Provide year around visitor information services that will assist all visitors during trip planning, during their visit and post trip.**
 - a. Operate visitor information centers in key locations to provide brochures, maps and other information of interest to visitors.
 - i. Operate the City of Ketchikan's berth 2 facility year around.
 - ii. Operate the City of Ketchikan berth 3 facility seasonally while ships are in port at berths 3 or 4.
 - b. Offer timely response to potential visitors and trip planners requesting assistance.
 - c. Provide tour group organizers and travel agents with materials to aid their efforts to promote travel to Ketchikan among their clients.
 - d. Maintain restrooms at berth 2 while ships are in port and provide other services to accommodate visitors.
 - e. Provide lost and found services, referrals to businesses, resolve complaints/pass along compliments and other assistance as needed.
- 3. Serve as a liaison and community resource to the cruise line industry and their passengers and staff.**
 - a. Provide support for cruise ship inaugural receptions and other community promotions.
 - b. Operate visitor information centers on all cruise ship days and in tandem with cruise line port times.
 - c. Represent the community at industry conferences and events, such as SeaTrade
 - d. Provide services such as onboard visitor information staff when requested
 - e. Provide promotional materials to cruise industry marketing staff and travel agents/tour operators promoting Alaskan cruises
- 4. Provide complimentary display ads and/or listings for appropriate City of Ketchikan departments in the Trip Planner, Ketchikan Arrival Guide and on the KVB web site at www.visit-ketchikan.com**
 - a. Departments currently include the Ted Ferry Civic Center, Ketchikan Museums (Totem Heritage Center and Tongass Historical Museum) and Ports and Harbors.
- 5. Foster the continued economic growth and diversification of community efforts to maintain Ketchikan as an attractive visitor destination.**
 - a. Coordinate with local government and non- profit organizations with common goals.
 - b. Provide assistance to developing businesses
- 6. Provide assistance to entities that manage or are interested in developing events of interest to visitors.**
 - a. Convention and conference planning and logistics
 - b. Special events assistance

- 7. Provide referrals and staff support to the film and television industry to encourage filming on location when the project is deemed to be of promotional value to the community.**
- 8. Conduct community relations activities to promote the benefits of attracting meeting and convention business to Ketchikan.**
 - a. Host KVB-sponsored marketing promotional activities or by-invitation events for local meeting and event planners.
 - b. Interact with local hoteliers, and other service providers to improve Ketchikan's ability to respond to the needs of the meeting industry.
 - c. Promote "Bring Your Meeting Home" concept to residents who are members of groups or organizations that host annual conferences.
- 9. Advise the City of Ketchikan's staff, including City Manager, Civic Center Manager and City Council on matters pertaining to the successful marketing of the community as a visitor destination for all types of travelers.**
- 10. Monitor effectiveness of marketing activities through measurements and tracking that shows:**
 - a. hotel and vacation rental nights (leisure and meetings)
 - b. activity bookings on non-cruise days
 - c. Increases in website traffic/travel planner requests and downloads Number of impressions from advertising buys

Exhibit B

In consideration of Contractor's responsibilities under this agreement, Owner agrees to pay Contractor the amount of THREE HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$333,450) during 2020 on the payment schedule provided below:

Upon full execution of contract	\$83,362.50
April 1, 2020	\$83,362.50
July 1, 2020	\$83,362.50
October 1, 2020	\$83,362.50