

**AGREEMENT FOR SERVICES
WITH STANWOOD CHAMBER OF COMMERCE**

This agreement is made effective as of November 1, 2016 by and between City of Stanwood, 10220 270th Street NW, Stanwood, Washington 98292, and Stanwood Chamber of Commerce, 10101 270th St NW #220, Stanwood, WA 98292.

In this Agreement, the party who is contracting to receive services shall be referred to as "The City", and the party who will be providing the services shall be referred to as "The Chamber."

The Economic Development funding provided by the City will assist in preparing a feasibility study for the potential of a hotel/motel to be located in Stanwood, WA.

The Chamber has some background in economic development, and is willing to provide services to The City based on this background. The Chamber has partnered and contracted with a professional consultant to provide the service in developing the study.

The City desires to have services provided by The Chamber.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. In consideration of the payment of the funds identified in Paragraph Four of this agreement, The Chamber will provide the following services (collectively the "Services") beginning on November 1, 2016: Services shall be provided consistent with Exhibit 1 (Hotel Feasibility Study Proposal from IRIS Consulting dated September 5, 2016). When the funds have been expended, The Chamber will submit to the City a written report within 30 days detailing the expenditures.
2. PERFORMANCE OF SERVICES. The manner in which the services are to be performed shall be determined by The Chamber.
3. PAYMENT. The City will pay a fee to The Chamber of \$2,500.00 for the services provided by The Chamber. This fee shall be payable in a lump sum prior to completion of services performed in accordance with this agreement.
4. TERMINATION. This Agreement shall terminate automatically on October 31, 2017.
5. RELATIONSHIP OF PARTIES. The parties understand that The Chamber is an independent contractor with respect to The City, and not an employee of The City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of The Chamber.
6. INDEMNIFICATION. The Chamber agrees to indemnify and hold The City harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the City that result from the acts or omissions of The Chamber, The Chamber's employees, if any and The Chamber's agents.

7. ASSIGNMENT. The Chamber's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation.
8. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Company:

City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

Consultant:

Stanwood Chamber of Commerce
10101 270th St NW #220
Stanwood, WA 98292

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

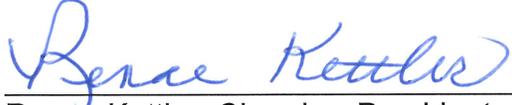
9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
10. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CITY OF STANWOOD



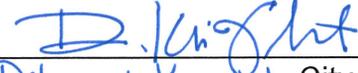
Leonard Kelley, Mayor

STANWOOD CHAMBER OF
COMMERCE



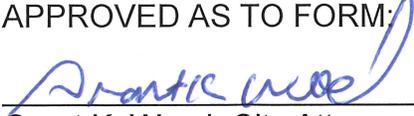
Renae Kettler, Chamber President

ATTEST:



Deborah Knight, City Clerk Interim

APPROVED AS TO FORM:



Grant K. Weed, City Attorney

EXHIBIT 1



Hotel Feasibility Study Proposal

*IRIS Consulting
1017 Iledora Court
Camano Island, WA 98282*

*theresa.metzger@gmail.com
(360) 320-7069*

September 5, 2016

Table of Contents

1	Methodology & Workplan.....	3
2	Stanwood Area Hotel Feasibility Report Preliminary Contents.....	4
3	Iris Consulting Scope of Work & Deliverables.....	4
4	Budget.....	4
5	Timeline.....	5

1 Methodology & Workplan

The Stanwood Area Hotel Feasibility Report will be prepared using a collaborative process with guidance from Stanwood Chamber of Commerce representatives, City of Stanwood staff, community leaders and expert resources. A Hotel Advisory Committee will be formed to provide input and guidance. Research will be done to obtain ideas and lessons learned from other areas; potential site restrictions (access, environmental, building, etc) will be documented and understood. Key hotel metrics will be calculated and prospective Hotel Partners will be identified.

Specifically, the following tasks are recommended, although adjustments may be made as needed:

Task	Description	Hours
Establish Hotel Advisory Committee	Identify appropriate Business, City and Community representatives and form a Hotel Advisory Committee.	4
Conduct Background Research	Identify contacts and expert resources for similar hotels in other areas to obtain suggestions, lessons learned etc. Visit hotels, together with advisory committee members, to better understand opportunities and challenges.	12
Research Proposed Sites	Identify up to three site's environmental, access, structural, zoning and other restrictions that may influence potential Hotel design and usage. Meet with property owners. Tour proposed sites with Hotel Advisory Committee.	16
Stanwood Area Market Analysis	Research and document Stanwood Area Demographics and potential market for a hotel. Identify current area accommodation options.	12
Stanwood Area Growth Potential	Identify and quantify Stanwood Area growth factors – such as the new YMCA, new High School, new Parks – that have the potential to increase future demand for an area Hotel.	12
Cost Feasibility Analysis	Calculate projections for Occupancy Rates, Average Room Rates, Income and Expense Analysis, and Cost Feasibility.	12
Identify Prospective Hotel Partners	Identify prospective Hotel Partners for the Stanwood Area.	8
Prepare & Present Report	Draft a Stanwood Area Hotel Feasibility Report and an associated Powerpoint Presentation. Update the report and presentation based on Advisory Committee and Stanwood Chamber Board feedback.	30
Next Steps	Set up meetings with prospective Hotel Partners – to be attended by Chamber and City leadership.	8
	Total Hours	106

2 Stanwood Area Hotel Feasibility Report Preliminary Contents

Following is a preliminary list of Stanwood Area Hotel Feasibility Report sections. As the Report is developed, this list may be adjusted to reflect input and guidance.

- I. Executive Summary
- II. Proposed Site Evaluation
- III. Stanwood Area Market Analysis
- IV. Stanwood Area Growth Potential
- V. Cost Feasibility
- VI. Prospective Hotel Partners
- VII. Next Steps
- VIII. Appendices
 - o Methodology Used
 - o Background Research Results
 - o Boundaries and Restrictions
 - o List of Advisory Committee Members and Resources Used

3 Iris Consulting Scope of Work & Deliverables

Theresa Metzger, Principal of Iris Consulting, will facilitate all of the above steps - together with guidance from Stanwood Chamber and Hotel Advisory Committee members. She will ensure the completion of the background research, identification and recruitment of Advisory Committee members, facilitation of meetings and work sessions. She will also assist with community input and will be responsible for the preparation of the draft and final Hotel Feasibility Report and Presentation.

The final Hotel Feasibility Report will be produced in both Word and PDF formats, and the presentation will be produced in Powerpoint format. The Report and Presentation will be delivered electronically and in a printed format. Two (2) bound copies will be provided.

4 Budget

The following budget is comprised of the Iris Consulting hours necessary to complete the above tasks, as well as the preparation and delivery of two bound copies of the final report. A 10% contingency fee is also included to account for unforeseen circumstances. Should significant scope increases occur, Iris Consulting will work directly with Stanwood Chamber Board to adjust the scope and/or develop an adjusted agreement. Invoices will be submitted monthly to the Stanwood Chamber, payable within 30 days.

Task	Quantity	Cost Per Unit	Total
Iris Consulting Time (hours)	114	\$65.00	\$7,410.00
Contingency	10%		\$741.00
Total			\$8,151.00

5 Timeline

The following timeline takes into account the elapsed (rather than actual) time necessary to complete the tasks included in the previous workplan - with the understanding that meetings, site visits and work sessions must be planned far enough in advance to allow for attendance.

It is anticipated that work will start in September, 2016, the Report will be finalized by the end of February, 2017 and prospective Hotel partners will start to be engaged in March of 2017.

Task	2016			2017					
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Establish Hotel Advisory Committee									
Conduct Background Research									
Research Proposed Sites									
Stanwood Area Market Analysis									
Stanwood Area Growth Potential									
Cost Feasibility Analysis									
Identify Prospective Hotel Partners									
Prepare & Present Report									
Next Steps									