

Agenda - Dundee Tourism Committee

Date: Wednesday, December 19, 2018 **Start:** 8:30 am

Attendance: Chair Ted Crawford ____, Joe Buck ____, Megan Carda ____, Ayla Holstein ____, Nancy Ponzi ____, Jennifer Sitter ____, Marque Wright ____, Noel Johnson ____, ? ____.

<i>Agenda Items</i>	<i>Presenter</i>	<i>Time allotted</i>
1. DNA PDX Update	Molly	20
Action:		
2. WVVA Grant	Molly	20
Action:		
3. Deck the Hills Update	Cathy	5
Action:		
4. New Committee member needed	Ted/Megan	5
Action:		
5. Updates from the area	All	5
Action:		
6. New sign update	Rob	5
Action:		

Meeting of the Tourism Committee November 28th, 2018

Committee Chair, Ted Crawford called the meeting to order at 8:30 am at the Dundee City Hall. Members of the committee present: Ted Crawford, Megan Carda, Jennifer Sitter, Noel Johnson, Nancy Ponzi, and Marque Wright. Also in attendance: Rob Daykin, City Administrator; Rob Felton, Newberg TLT Committee; Cathy Martin, Dundee Hills Wine Growers Association; Molly Baily, DNA PDX; David Norman, DNA PDX; Lizzie Manning, DNA PDX; and Alexandr Beran, DNA PDX.

Minutes of the October 24, 2018 Tourism Committee were approved as presented.

Chair Crawford informed AJ Ramadan re-submitted a similar grant application to the Willamette Valley Visitors Association that was previously rejected by Travel Oregon due to a technical deficiency. The Travel Oregon grant application did not include the required IRS document regarding the issuance of a federal identification number. Newberg opted to wait until spring 2019 to apply for their share of the match to the grant project. Megan noted that the grant application to Travel Oregon was filed at the end of the deadline and did not allow time to respond to the deficiency. Ted agreed that it would be better to have a sub-committee review future grant applications for completeness and quality.

Replacement of the services provided by AJ was discussed. C.A. Daykin stated that in addition to the contract with AJ for maintaining the Dundee Tourism website, AJ had a separate contract for social media marketing. David Norman introduced the team with DNA PDX and described his work with destination marketing. He stated their goal is to create fresh and original content updated at appropriate times that will provide dramatic results. Discussion ensued on the importance of good record keeping demonstrating Dundee's effectiveness as a partner with Newberg, enhancing Dundee's brand, keeping the tourism website fresh, and Committee oversight. One of the challenges is the Committee is comprised of volunteers, and being kept up to date by the consultant is critical. David noted that monthly meetings with the Committee are also important to ensure the campaign is in the right direction. David proposed DNA PDX assumes the contracts and budget provided to AJ for a six month trial, and added that his team would be willing to create some new Wine Country content at no additional cost that will demonstrate their effectiveness. Jennifer shared the importance of recognizing the transient room tax that is used to fund these marketing efforts are paid by lodging facilities located in Dundee. Motion was made and seconded to authorize DNA PDX to bring back a more detailed strategy proposal for the Committee's review. Motion passed unanimously. Committee also authorized DNA PDX to maintain the tourism website starting December 1, 2018.

The Committee agreed to change the next monthly meeting from December 26 to December 19, and still meet at Dundee City Hall.

Cathy Martin informed the Deck the Hills program will start tomorrow and reviewed how to access events at the various wineries. Cathy asked persons to contact her if they have interest in coordinating their own event on the Dundee Hills Wine Growers Association website.

Chair Crawford explained Council requested a recommendation from the Tourism Committee as to whether the vacation rental regulations should be amended. C.A. Daykin explained that since the bulk of the regulation is within the Development Code, the process to amend the regulation will require a hearing before the Planning Commission after which Council will consider the Planning Commission's recommendation at a second hearing prior to taking action to amend the regulation. Daykin noted that depending on the extent of the changes being proposed, the Planning Commission will likely conduct a workshop as a first step prior to bringing a draft amendment to a hearing. The Committee reviewed a map identifying the location of existing vacation rentals. Daykin added that in addition to the Dundee Development Code regulations, he provided the Committee the Couer D'Alene, Idaho regulation cited by Megan, including a sample of the required neighborhood notice. Megan suggested the Committee also consider neighbor concerns, application fees, and public listings of vacation rentals. Ted encouraged the Committee to review the materials and conduct their own research of other regulations that may be a good fit for Dundee, and be prepared to a recommendation to the City Council at the next meeting.

The meeting was adjourned at 9:55 am.

Ted Crawford, Chair

TRAVEL DUNDEE

Social Content Strategy



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Overview

This plan outlines the revamped Travel Dundee social media content strategy.

The main goals are to:

- 1) Determine our target audience and baseline metrics/KPIs.
- 2) Create content themes that leverage Dundee and DNA resources.
- 3) Tee us up to build a high-level editorial calendar.



Target Audience & KPIs

Who We're Talking To:

Retired & Relaxing:

-Age: 50+

-Platform Focus: Facebook, Twitter

-Married, family-focused folks who are seeking a convenient escape from the city. They're interested in good wine, calm vibes and quality time with loved ones in a beautiful place.

Young & Professional

-Age: 25-35

-Platform Focus: Instagram, YouTube, Twitter

-Single & married professionals who want a classy yet realistic weekend retreat from the bustle of daily life. They are adventurous and appreciate creative, local businesses and products.

1

Active - Website Traffic

Consistently drive to the Dundee website from social content and the track increase in website visitors.

2

Passive - Engagement

Social content should increase awareness of Dundee and what it has to offer. We'll track likes, comments and shares of individual posts as well as overall content success.



Content Themes

Set the Scene

-Objective: Capture the sights and sounds of Dundee's wine country.

-Medium: Video, video loops, cinemagraphs, stills, drone footage.

-Imagery ideas: fireplaces, tasting rooms, coffee shops, wine caves, rain in the vineyards, etc.

-Best for: Instagram stories and/or IGTV, YouTube, Facebook, Twitter.

Local Love

-Objective: Represent the hardworking community of Dundee by featuring local business owners and/or products.

-Medium: Video, interviews, stills + quotes.

-Imagery ideas: creative cocktails made by a local bartender, seasonal wines, infamous menus/meals, local art, etc.

-Best for: Facebook, Twitter, Instagram in-feed.

Itineraries in Action

-Objective: Document the drive to Dundee from different areas, highlighting stopping points along the way.

-Medium: Video, video loops, cinemagraphs, drone footage.

-Imagery ideas: shots from inside & outside the car on the road, view points, stopping for coffee along the way, road signs, etc.

-Best for: Instagram stories and/or IGTV, YouTube, Facebook.



Measuring Success

Monthly Reports:

- Delivered by DNA as a deck at the end of every month.
- Use metrics to determine top performing posts and provide insights as to why they succeeded.
- Analyze posts that didn't perform and give strategic reasoning.
- Monitor traffic driven to the website and pinpoint what content is driving the most.
- Call out action items and strategic changes that will be made in the following month.



Goals to Achieve by End of January

Instagram:

Followers to increase from 1.2k to 1.5k

Average likes per post to increase from 40 to 60

Facebook:

Followers to increase from 1.3k to 1.5k

Average shares to increase from 2 to 5

Website Traffic:

Unique visits from 375 to 750 average



Next Steps

- 1) Once content strategy is approved, DNA will share back an overarching editorial calendar that includes when/where the proposed content will be published.
- 2) DNA will continue capturing content to fill out the calendar while the Tourism Committee reviews it and adds any events/important dates not included already.
- 3) Editorial calendar to be finalized at the December 19th meeting





Grant No. CITY OF DUNDEE-58

\$20,000

GRANT AGREEMENT

This Grant Agreement ("**Grant Agreement**"), dated as of December 18, 2018 (the "**Effective Date**"), is entered into by and between City of Dundee ("**Recipient**"), and the **Willamette Valley Visitors Association (WVVA)**, acting as ("**Grantor**").

RECITALS

- A. In response to Grantor Request for Grant Applications in NOVEMBER 2018, Recipient submitted an application for a grant to assist Recipient in implementing the WAKE UP IN WINE COUNTRY described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Project**")
- B. Grantor selected Recipient's Project for grant funding.
- C. Grantor and Recipient now desire to enter into this Grant Agreement to specify the amount and terms and conditions of Grantor's grant funding to Recipient for the Project.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1

GRANT GENERALLY

Section 1.1 **Grant Amount.** On the terms and conditions of this Grant Agreement, Grantor agrees to make a grant to Recipient in an amount of TWENTY THOUSAND DOLLARS (\$20,000) (the "**Grant**") to assist Recipient in implementing the Project. Grantee may use the Grant proceeds only for costs necessarily incurred after NOVEMBER 30, 2018, to implement the Project and within the line item limits of the Sources and Uses of Funding Budget set forth in **Exhibit B** (the "**Budget**"), attached hereto and incorporated herein by this reference ("**Eligible Costs**").

Section 1.2 **Disbursement of Grant Proceeds.** The proceeds of the Grant shall be held in a grant account, and shall be disbursed, after the Effective Date, to Recipient in accordance with the terms and conditions set forth in this Section 1.2.

1.2.1 Disbursement. Grantor shall disburse TWENTY THOUSAND DOLLARS of the Grant to Recipient within 15 business days after Grantor's receipt of fully executed agreement and disbursement request (invoice), in form and substance satisfactory to Grantor. Satisfactory disbursement requests must include date, project title, grant fund amount and invoice number.

1.2.2 Continuing Accuracy of Representations and Warranties. Recipient's submission of a disbursement request constitutes Recipient's affirmation that all of Recipient's representations and warranties set forth in Article 2 are true and correct in all material respects as if made on and as of the date of the disbursement request.

1.2.3 Conditions to Disbursement. Each disbursement of Grant proceeds is subject to the following conditions:

(a) No Event of Default shall have occurred and be continuing and no event shall have occurred that, with the giving of notice or passage of time or both, would become an Event of Default;

(b) Each of Grantee's representations and warranties set forth in Article 2 shall be true and correct in all material respects as if made on and as of the date of such disbursement; and

(c) Grantor has received sufficient funding, appropriations and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement and there are sufficient moneys in the accounts or funds to be used to cover the disbursement, as determined by Grantor in the reasonable exercise of its administrative discretion, to permit Grantor to make the disbursement; and

(d) Grantor has received from Recipient an executed Form W-9 and such other documentation as Grantor may require to enable disbursement under this Agreement;

(e) Grantee has received, and will make available to Grantor upon request, a certificate of insurance or other documentation evidencing the insurance required by Section 3.8, issued by an insurance company licensed to provide such insurance in the State of Oregon and otherwise reasonably acceptable to Grantor; and

(f) Grantor has received the disbursement request no later than 90 days after the earlier of completion of the Project or the Project Completion Deadline.

ARTICLE 2

RECIPIENT'S REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to Grantor as follows:

Section 2.1 **Existence and Power; Authority.** Recipient is an Oregon-based not-for-profit, duly organized, validly existing and in good standing under the laws of the State of Oregon. Recipient has (a) full power and authority to carry on its business as now being conducted and as Recipient contemplates it to be conducted with respect to the Project, and (b) full power, authority, and legal right to execute and deliver this Grant Agreement and all other agreements, documents and instruments contemplated hereby or thereby (collectively, the "**Grant Documents**") and to incur and perform its obligations hereunder and thereunder. The execution and performance by Recipient of this Grant Agreement and the other Grant Documents have been duly authorized by all necessary action of Recipient. This Grant Agreement and the other Grant Documents have been duly executed by Recipient and will constitute legal, valid and binding obligations of Recipient, enforceable in accordance with their terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

Section 2.2 **No Violations or Default.** Recipient is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Grantee notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists with respect to Recipient or the Project that constitutes an Event of Default or an event which, with the giving of notice or passage of time, or both, would become an Event of Default.

Section 2.3 **Litigation.** No action, suit or proceeding (and to Recipient's knowledge, no investigation) is pending against Recipient or with respect to the Project before any court or administrative agency, (a) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on the business, assets, operations, or financial condition of Recipient, the Project or the power of Recipient to complete the Project or (b) that purports to affect the legality, enforceability, or validity of any Grant Document.

Section 2.4 **Compliance With Laws.** Recipient is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it, the Project, and the completion thereof, including, without limitation, all applicable health and safety, environmental, and zoning laws.

ARTICLE 3

COVENANTS

Until completion of the Project or as otherwise indicated, Recipient covenants and agrees as follows:

Section 3.1 Completion of Project. Recipient shall complete the Project no later than NOVEMBER 30, 2019 (the "Project Completion Deadline") and Grantor is not obligated to reimburse any Project costs incurred after this date. Promptly after the Project Completion Deadline or any termination of this Grant Agreement, Recipient shall repay to Grantor any Grant funds remaining in Recipient's possession that are not needed to cover Eligible Costs incurred prior to the Project Completion Deadline or the termination of this Grant Agreement, as the case may be. The foregoing repayment obligation shall survive any termination of this Grant Agreement. Recipient shall implement the Project in an expeditious and continuous manner and in accordance with all the requirements of the Grant Documents.

Section 3.2 Maintenance of Business and Licenses. Recipient will remain an Oregon-based not-for-profit, validly existing under the laws of Oregon and will keep in force all licenses and permits necessary to the proper conduct of its business and the completion of the Project.

Section 3.3 Compliance with Laws and Use Restrictions. Recipient will comply with all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality having jurisdiction over Recipient or the Project, including all applicable health and safety, environmental, and zoning laws.

Section 3.4 Other Obligations. Recipient will pay and discharge before the same shall become delinquent all indebtedness, taxes, and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any thereof whose validity or amount is being contested in good faith by Recipient in appropriate proceedings with adequate provision having been made in accordance with generally accepted accounting principles for the payment thereof if the contest is determined adversely to Recipient.

Section 3.5 Indemnity. Recipient shall indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) that any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made by Recipient in any Grant Document, (b) any transaction contemplated by this Grant Agreement or any other Grant Document or (c) the actions or inactions of Recipient, or its employees, agents, contractors, or subgrantees related to the Project, other than claims, losses, damages, or expenses that arise solely from the gross negligence or willful misconduct of Grantor. This Section 3.5 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.6 Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant, including but not limited to, books of account and records on the use of all Grant proceeds and Other Financing. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three years after the Project Completion Deadline or the date that all disputes, if any, arising under this Grant Agreement or the other Grant Documents have been resolved. If a records inspection finds that payments to Recipient were in excess of the amount to which Recipient was entitled, were expended for anything other than Project (Exhibit A) or contrary to Recipient Project Budget (Exhibit B) without Grantor prior written approval, Recipient shall promptly repay the identified amount to Grantor. Recipient will permit Grantor and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor and the expenditure of

Other Financing. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained. This Section 3.6 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.7 **Audits.** Grantor, either directly or through a designated representative, may conduct financial and performance audits of the use of Grant proceeds and the implementation of the Project at any time during Project implementation and during the three-year period after the Project Completion Deadline. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit finds that payments to Recipient were in excess of the amount to which Recipient was entitled, then Recipient shall repay that amount to Grantor. In the event of such audit, Recipient agrees to provide the designated auditor with reasonable access to Recipient's employees and make all such financial, performance and compliance records available to the auditor. This Section 3.7 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.8 **Workers' Compensation Insurance.** Grantee shall carry Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers. This coverage is required of grantees with one or more employees, unless exempt under ORS 656.027.

Section 3.9 **Other Financing.** In addition to the Grant, Recipient shall, from its own resources or from third parties, obtain other financing for the Project as set forth in the Budget (the "Other Financing").

ARTICLE 4

EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default under this Grant Agreement:

Section 4.1 **Failure to Pay General Debts When Due.** Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay, or generally is not paying, its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary action under the United States Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated a bankrupt or insolvent; (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (vii) fails to controvert in a timely or appropriate manner, or acquiesces or consents in writing to, any petition filed against it, in an involuntary action under the United States Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.

A proceeding or case is commenced against Recipient, without its consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, windup, or composition or readjustment of the debts of Recipient, (ii) a receiver, trustee, custodian, liquidator, or the like is appointed for Recipient or for all or a substantial part of its assets, or (iii) relief is granted to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or (iv) an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for any period of 60 days, or an order for relief against Recipient is entered in an involuntary case under the United States Bankruptcy Code (as now or hereafter in effect).

Section 4.2 **Failure to Disclose Material Facts.** Recipient fails to disclose any fact material to the making of the Grant, or a disbursement, to Recipient, or upon discovery by Grantor of any misrepresentation by, on behalf of, or for the benefit of, Recipient.

Section 4.3 **Failure to Pay Amounts Due.** Recipient fails to pay any sum due under this Grant Agreement or any other Grant Document within the time specified herein or therein.

Section 4.4 **Failure to Comply with Other Obligations.** Recipient fails to observe, perform, discharge or comply with any other covenant, agreement or obligation imposed on Grantee by this Grant Agreement or any other Grant Document and such failure remains uncured 30 days after written notice thereof to Recipient. This includes Recipient obligations for reporting to Grantor.

Section 4.5 **Discontinued Project.** Work on the Project is discontinued or prohibited for 30 or more consecutive days or the Project is abandoned. Abandoning a project will disqualify recipient from applying to any future grantor grant cycles.

Section 4.6 **Failure to Diligently Pursue the Project.** Grantee fails to diligently pursue the Project, including required reporting, to completion. Failure to complete or properly report on the project will disqualify recipient from applying to any future grantor grant cycles.

Section 4.7 **Misuse of Grant Funds.** Recipients who use misuse their funds are required to pay the grantor back in full and will disqualify the recipient from applying to any future grantor grant cycles.

ARTICLE 5

RIGHTS AND REMEDIES UPON EVENT OF DEFAULT

Upon the occurrence of an Event of Default and at any time thereafter, Grantor may, at its option, exercise any one or more of the following rights and remedies:

Section 5.1 **Repayment.** Grantor may declare the entire original Grant (or so much thereof as has been disbursed to Recipient) and other charges payable by Recipient pursuant to this Grant Agreement or any other Grant Document, to be immediately due and payable in full and, upon such declaration, Recipient shall pay to Grantor the amount declared to be immediately due and payable.

Section 5.2 **Termination.** Grantor may, by and effective upon written notice to Recipient, terminate this Agreement or Grantor's obligation to disburse additional Grant funds to Recipient.

Section 5.3 **No Election Required.** Grantor shall have any other right or remedy provided in this Grant Agreement or any other Grant Document, or available at law, in equity, or otherwise in such order and manner as it may select.

Section 5.4 **Rights and Remedies Cumulative.** All rights and remedies described in this Article 5 are cumulative and in addition to any other remedy Grantor may have by agreement, at law, or in equity. Partial exercise of any right or remedy shall not limit or restrict Grantor's subsequent exercise of such right or remedy nor shall it restrict Grantor's contemporaneous or subsequent exercise of any other right or remedy.

Section 5.5 **No Waiver.** No failure on the part of Grantor to exercise, and no delay in exercising, any right, power, or privilege under this Grant Agreement or any other Grant Document shall operate as a waiver of that right or any other right. No modification or waiver of any provision of this Grant Agreement or any other Grant Document shall be effective unless in writing, and then only in specific instance and for the purpose given. No notice or demand on Recipient shall entitle Recipient to any other notice or demand in other similar circumstances.

Section 5.6 **Payment of Costs of Collection.** In case of an Event of Default or an event which, with the lapse of time or the giving of notice, or both, would become an Event of Default, or in case litigation is commenced to enforce or construe any term of this Grant Agreement or any other Grant Document, to the extent permitted by law the losing party will pay to the prevailing party such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including, without limitation, reasonable attorney fees and costs prior to and at any arbitration proceeding or at trial, on appeal, or in any bankruptcy proceeding.

ARTICLE 6

GENERAL

Section 6.1 **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** All agreements, representations, and warranties shall survive the execution and delivery of this Grant Agreement, any investigation at any time made by Grantor or on its behalf and the making of the Grant.

Section 6.3 **Notice.** Any notice required or permitted under this Grant Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to the parties as follows:

If to Recipient:	CITY OF DUNDEE
	Attn: Rob Daykin, City Administrator
	Address: P O Box 220 Dundee, OR 97115
	Telephone: (503) 538-3922
	Email: Rob.Daykin@DundeeCity.org
If to Grantor:	WILLAMETTE VALLEY VISITORS ASSOCIATION
	Attn: Grants Program Manager
	Address: 388 State St. Ste. 100 Salem, OR 97301
	Telephone: (503) 881-4442
	Email: Grants@OregonWineCountry.org

Section 6.4 **Successors and Assigns.** Recipient may not assign this Grant Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of Grantor. This Grant Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

Section 6.5 **Governing Law, Jurisdiction, Venue.** This Grant Agreement and the other Grant Documents shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Grant Agreement or the other Grant Documents must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in

another Oregon county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the preceding paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 6.6 **Modification; Prior Grant Agreements; Headings.** This Grant Agreement may not be modified or amended except by an instrument in writing signed by Recipient and Grantor. This Grant Agreement taken together with the other Grant Documents reflect and set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings relating to such subject matter. The headings in this Grant Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.7 **Validity; Severability.** If any provision of this Grant Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Grant Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

Section 6.8 **Exhibits.** The exhibits to this Grant Agreement are, by this reference, incorporated into and deemed a part of this Grant Agreement as if they were fully set forth in the text hereof.

Section 6.9 **Time of Essence.** Time is of the essence of this Grant Agreement and each of the Grant Documents.

Section 6.10 **Relationship of the Parties.** Nothing contained in this Grant Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.11 **No Third-Party Beneficiary Rights.** No person not a party to this Grant Agreement is an intended beneficiary of this Agreement, and no person not a party to this Grant Agreement shall have any right to enforce any term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives effective as of the date first above written.

GRANTOR:

GRANTEE:

WILLAMETTE VALLEY VISITORS ASSOCIATION

City of Dundee

By: _____

By: _____

Name: Irene Bernards

Name: Rob Daykin

Title: President, WVVA

Title: City Administrator

EXHIBIT A

Project Description

SCOPE OF PROJECT- Recipient shall complete the following work as part of the Project:

Travel Dundee is seeking grant funding to create a “Wake up in Wine Country” campaign to inspire overnight stays in Dundee and Newberg, with a component of the campaign focusing on shoulder season travel. The funds will be used to create marketing content that will highlight the unique and eclectic shoulder season attractions of the Dundee/Newberg area.

Our deliverables will include:

- Creating video content for use in social media advertising
- Enhancing and updating the dundeenewberg.com website to serve as a travel planning resource and help measure effectiveness of the campaign.
- Creating video content that can then be used for future ad placement at the Portland International Airport digital panoramas
- Sharing b-roll footage highlights and content with the Willamette Valley Visitors Association
- An offer from key campaign creators to provide insights at Travel Oregon’s Governor’s Conference on Tourism

This project will be a partnership between Travel Dundee, Chehalem Valley Chamber of Commerce, and the City of Newberg’s Transient Lodging Tax Ad-Hoc Committee, which plans to try to source funding for ad placement of content created through this campaign.

Grant Timeline:

November 1, 2018	Small Grant Application Deadline
November 30, 2018	Competitive Small Grant Application Status Notification
December 14, 2018	Competitive Small Grant Signed Contract Due to WVVA
December 15, 2018 - January 31, 2018	Subcommittee formed to partner with DNA Studios, LLC (Content Creators) to develop strategy, work on creative, script development and pre-production.
February 1-28, 2019	Filming and content production & post-production to take place
March 1-April 30, 2019	Organic and some ad placement to take place to targeted audiences within a day’s drive of Dundee/Newberg promoting impromptu overnight trip to the area
May 2019	Promotion of content in conjunction with Oregon Wine Month
June – November 2019	Organic and targeted promotion of content prompting targeted audiences to return to the area during the winter to experience a different side of wine country. Along with targeted promotion of Wake up in Wine Country campaign to regions greater than a day’s drive to plan their winter/New Year’s travels.
November 2019 – February 2020	Organic and targeted promotion of content encouraging shoulder season stays in Dundee/Newberg.

PROJECT OUTCOMES - In addition to completion of the required Project activities described above, success of the Project will also be assessed based on the following metrics:

Short-term project success will be measured by:

1. Stakeholder and businesses buying in and allowing us to film at their properties, act as background extras, and generating buzz and interest for the project.
2. Video views and social media engagement (shares, likes, reposts, tags, profile views)
3. Increase of unique visits to landing page
4. Email addresses collected on landing page
5. Stakeholder surveys
6. Content sharing through partners like WVVA and Travel Oregon

Long-term project success will be measured by:

1. Year over year increase in transient lodging tax for the same period
2. Sustained stakeholder participation through investment in the campaign
3. Interest in other communities doing similar partnerships and collaborations

REPORTING REQUIREMENTS

Mid-Project Report Required MAY 30, 2019

YES No

Mid-project report and an updated project budget must be submitted to WVVA six months after award notification or at project mid-point, whichever is sooner.

Grant Accomplishment Report and Final Budget Required DECEMBER 30, 2019

YES NO

Project must be completed and Grant Accomplishment Report submitted to WVVA within 13 months of grant project notification date. The final budget along with copies of detailed project expenses must be uploaded as part of the report. No further reimbursement will be provided after submission of this report.

Project Measurement Report Required DECEMBER 30, 2020

YES NO

WVVA may require a "Year-After" Project Measurement Report. This report, if required, is a completion measurement of success and must be submitted to WVVA 12 months following the submission of the Grant Accomplishment Report to indicate whether ROI and impact anticipated in grant application (Exhibit A) was achieved as well as other information indicating Project impacts.

EXHIBIT B

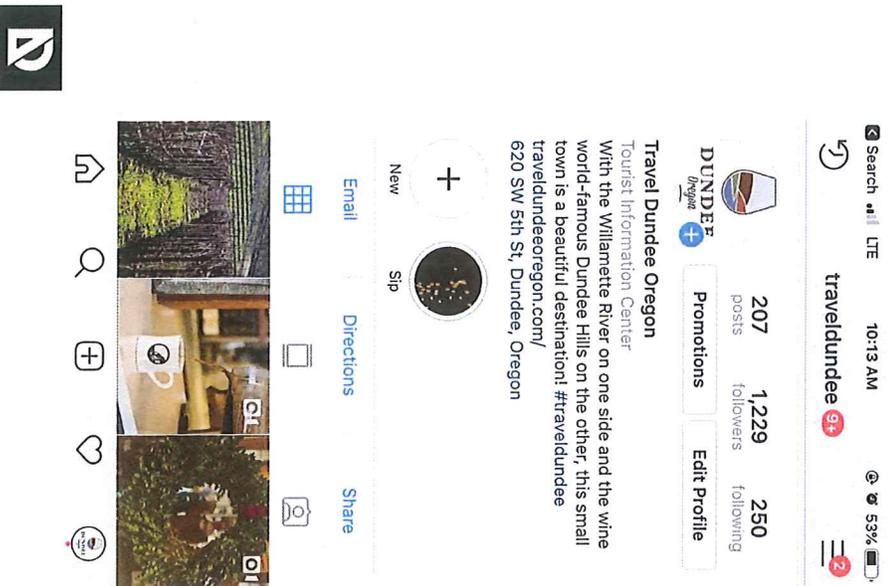
Sources and Uses of Funding Budget

Travel Dundee Wake Up In Wine Country			
INCOME			
		BUDGET	
		Cash	In-Kind
<i>WVVA Fall 2018 Matching Grant</i>		\$20,000.00	
OTHER INCOME			
City of Newberg TLT (<i>Pending</i>)		\$10,000.00	
City of Dundee TLT		\$5,000.00	
SUB TOTAL INCOME		\$35,000.00	\$0.00
TOTAL INCOME		\$35,000.00	
EXPENSES			
LINE ITEM		BUDGET	
		Cash	In-Kind
1	Concept Development, Creative & Pre-Production	\$5,000.00	
2	Crew	\$5,000.00	
3	Equipment, Production, Talent	\$5,000.00	
4	Post-Production	\$10,000.00	
5	Marketing & Advertisement (<i>dependent on City of Newberg TLT funds</i>)	\$10,000.00	
SUB TOTAL EXPENSES		\$35,000.00	\$0.00
TOTAL EXPENSES		\$35,000.00	

TOURISM COMMITTEE

Ted Crawford	Committee Chair	Term Expires: 12/31/2018
Jennifer Sitter	Member/At-Large	Term Expires: 12/31/2018
Nancy Ponzi	Member/Tourism Ind.	Term Expires: 12/31/2018
Megan Carda	Member/Tourism Ind.	Term Expires: 12/31/2018
Ayla Holstein	Member/At-Large	Term Expires: 12/31/2019
Joseph Buck	Member/Tourism Ind.	Term Expires: 12/31/2019
Marque Wright	Member/Tourism Ind.	Term Expires: 12/31/2019
Noel Johnson	Member/At-Large	Term Expires: 12/31/2019
Matt Daley	Member/At-Large	Term Expires: 12/31/2019

Instagram December 11-17



Reach: 4,957 (+4,453 from Dec 4 - 10)

Impressions: 8,632 (+7,761 from Dec 4 - 10)

Story: 101 views

Facebook December

Page Views

November 20 - December 17

116

Total Page Views ▲71%

Videos

November 20 - December 17

2,170

Total Video Views ▲12665%



Page Likes

November 20 - December 17

21

Page Likes ▲200%



Reach: Organic / Paid



Post Clicks

Reactions, Comme

Published	Post	Type	Targeting	Reach	Engagement
12/17/2018 2:51 PM	Tickets to the Winter Wine Diner Series @ Lange			150	10 7
12/12/2018 10:14 AM	The place to be on New Year's eve.			139	6 5
12/07/2018 2:59 PM	Even if you can't make it on Sunday, swing by Biarrose			153	14 9
12/07/2018 11:37 AM	Wine country is warming up for the holidays. From			1.8K	176 89
11/22/2018 5:55 AM	Happy Thanksgiving from Dundee Oregon!			275	6 38
11/17/2018 8:36 AM	Have you tried them all?..... #traveldundee			275	27 14
11/10/2018 7:14 PM	#Repost @destinationwillamette			157	5 4
11/09/2018 2:22 PM	Dobbies Family Estate Winery's job is to bring forth			159	5 2
11/08/2018 10:20 AM	Escape from the hectic holidays with lodging at a			269	14 9



Website December

November 1 - 30
393 Unique visitors (13/daily average)
844 Pageviews (28/daily average)

December 1 - 18
252 Unique visitors (14/daily average)
519 Pageviews (28/daily average)

Updated social media feed link on homepage, updated header to video, added a dozen events.



MARKET EVENTS WINES RESTAURANTS SPOONERS LODGING

Plan a visit & make it yours

Shop & Savor!



Food and Wine: It's a natural pairing that continues to improve as it goes.

Visit our online wine community to explore our wine, our wineries, and farmers are working together to create memorable culinary experiences.

Stay



Escape the rush and stress of everyday life and find refuge in Dundee's wine country.

Enjoy the comfortable luxury of our inn at Dundee, or explore the wine country's best kept secrets.

Shop



Find the complete, artistic and eclectic art collection of local artists, galleries, and boutiques.

Our locally produced, artisan wine, quality cheeses, and live music make it the best place to shop.

Follow us and stay in Dundee...

Wine & Savor!

Stay

Shop



Facebook | Instagram

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