

MUNICIPAL SERVICES CONTRACT
for
2024 -2026 TOURISM PROMOTION (LODGING TAX) SERVICES

THIS CONTRACT is made and entered as of the date of the last authorizing signature below (which is the “effective date”) by and between the City of Olympia, a municipal corporation, (“City”) and Visitors and Convention Bureau of Thurston County, a Washington non-profit corporation, (“Agency”).

WHEREAS, City desires to have certain services performed as described below, which require specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained in this Contract, the parties agree as follows:

1. Services.

(“Agency”) shall perform such services and accomplish such tasks, including the furnishing of all personnel, materials, and equipment necessary for full performance, as identified and designated as Agency responsibilities throughout this Contract and as detailed in ***Exhibit A*** attached to and made a part of this Contract (“Services”).

2. Reporting Requirements.

Agency shall submit with all payment invoices a report that outlines the service or project(s) completed as of the time of invoicing.

Agency shall submit reports (activity, service, financial, etc.) upon request by City.

3. Duration of Contract.

The term of this Contract and the performance of the Agency commences as of the effective date and ends no later than December 31, 2026.

4. Compensation and Method of Payment.

A. City shall make payments for services on a reimbursement basis unless otherwise permitted by law and approved in writing by City. Agency shall submit final invoices. All required reports will be submitted to the City within 45 days of event conclusion to avoid loss of funding.

B. No payment will be made for any services rendered by Agency except for services identified and set forth in this Contract.

C. City shall reimburse Agency for services performed under this Contract in an amount not to exceed **Five Hundred and Five Thousand Nine Hundred and Six Dollars and no cents (\$505,906.00)** with One Hundred Fifty Eight Thousand and Ninety Six Dollars and No Cents (\$158,096.00) in 2024, One Hundred Sixty-Eight Thousand Six Hundred and Thirty-Five Dollars and no cents (\$168,635.00) in 2025, and One Hundred Seventy-Nine Thousand One Hundred Seventy-Five and No Cents (179,175.00) in 2026 payable within thirty (30) days of receipt of a properly completed invoice as set forth in this section.

- D. Agency shall submit to City an itemized invoice executed in accordance with **Exhibit C** attached to and made a part of this Contract. On an invoice, Agency shall document which services detailed in **Exhibit A** were performed and the cost of the services.
- E. Agency shall attach to the invoice copies of any invoices, statements, and cancelled checks for goods or services purchased by Agency and for which reimbursement under terms of this Contract is being requested. If the invoice includes costs for staff time to provide the services, an itemization of staff hours shall be listed with the requested reimbursement being equal to the number of itemized hours multiplied by the hour rate for staff to provide the services. Agency shall list lump sum services for reimbursement as they are outlined in the applicable Exhibits.

The Agency shall provide other documentation as requested by the City.

5. Internal Control.

Agency shall establish and maintain a system of internal control to ensure the efficient and proper processing and use of Contract funds.

6. Books and Records/Public Records/Audit.

- A. Agency shall maintain books, records, and documents which sufficiently and properly reflect all work, as well as direct and indirect costs, related to the performance of this Contract. In addition, Agency shall maintain such accounting procedures and practices to assure proper accounting of all funds paid pursuant to this Contract. All Agency records related in any way to this Contract are subject, at all reasonable times, to inspection, review, copying or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract. At the City's request, Agency shall, at Agency's own expense, conduct an audit of the records relating to this Contract.
- B. A record owned, used, or retained by the City is a "public record" pursuant to RCW 42.56.010 and is subject to disclosure upon request under Washington's Public Records Act, even if such record is in Agency's sole possession. Should City request that Agency provide City with a record that City, in its sole discretion, deems to be a public record, so that it may be produced in response to a public records request, and should Agency fail to provide such record to City within 10 days of City's request for such record, Agency shall indemnify, defend, and hold City harmless for any public records judgment, including costs and attorney's fees, against City involving such withheld record.

7. Special Safeguards.

Agency, at all times, shall take reasonable measures to anticipate any special problems which might arise in relation to Agency's activities which involve a degree of risk to any client, including but not limited to **social distancing** and any other requirements prescribed by emergency declarations of local, state, and federal government. Agency shall assure reasonable safeguards with respect to equipment, procedures, and specially trained staff.

8. Assignment/Subcontracting.

- A. Agency shall not assign any portion of this Contract except with the express written permission of City.
- B. City may inspect any subcontract document prior to execution. Subcontracts must contain the same insurance and indemnification requirements to protect City from liability.

9. Future Support.

City makes no commitment to future support and assumes no obligations for future support of the activity contracted for herein, except as expressly set forth in this Contract.

10. Compliance with Laws.

Agency, in performance of this Contract, shall comply with all applicable federal, state, and local laws and ordinances, including standards for licensing, certification, and operation of facilities, program and accreditation, and licensing of individuals, and any other standards or criteria as described in this Contract to assure quality of service.

11. Changes and Modifications.

Any amendment to this Contract must be in writing and signed by both parties and attached to this Contract.

12. Non-Discrimination in Employment.

Agency shall not unlawfully discriminate against any employee, volunteer, applicant, or client based on any legally protected class status including, but not limited to: race, color, creed, religion, national origin, age, sex, marital status, veteran status, gender identity, sexual orientation, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

13. Compliance with Nondiscrimination Requirement.

In the event of Agency's noncompliance or refusal to comply with the above discrimination prohibition, this Contract may be rescinded, canceled, or terminated in whole or in part, and Agency may be declared ineligible for further contracts with City. City will, however, give Agency a reasonable time in which to correct this noncompliance.

To assist City in determining compliance, Agency shall complete and return the *Statement of Compliance with Non-Discrimination Requirement* attached as **Exhibit B**. If the Contract is \$50,000 or more, Agency shall execute the attached Equal Benefits Declaration – **Exhibit D**.

14. Relationship of the Parties.

The parties intend that an independent contractor relationship is created by this Contract. City is interested primarily in the results to be achieved; the implementation of services lies solely with Agency. No agent, employee, volunteer, or representative of Agency may be deemed to be an employee, agent, servant, or representative of City for any purpose, and the employees of Agency are not entitled to any of the benefits City provides for City employees.

Agency is solely and entirely responsible for its acts and for the acts of its agents, employees, servants, representatives, subcontractors, or otherwise during the performance of this Contract.

15. Political Activity Prohibited.

None of the funds, materials, property, or services provided directly or indirectly under this Contract may be used for any partisan political activity, or to further the election or defeat of any candidate for public office or any ballot measure.

16. Hold Harmless/Indemnification.

Agency shall defend, indemnify, and hold City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of Agency in performance of this Contract, except for injuries and damages caused by the sole negligence of City.

However, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Agency and City, its officers, officials, employees, and volunteers, Agency's liability, including the duty and cost to defend, hereunder is only to the extent of Agency's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section survive the expiration or termination of this Contract.

17. Insurance.

A. Insurance Term

Agency shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services by Agency, its agents, representatives, volunteers, or employees.

B. No Limitation

Agency's maintenance of insurance as required by the Contract may not be construed to limit the liability of Agency to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Agency shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage must be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, stop-gap, independent contractors, personal injury, and advertising injury. City must be named as an additional insured under Agency's Commercial General Liability insurance policy with respect to the work performed for City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to Agency's profession.

D. Minimum Amounts of Insurance

Agency shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance must be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance must be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

4. Other Insurance Provision

Agency's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they are primary insurance as respects City. Any insurance, self-insurance, or self-insured pool coverage maintained by City is excess of Agency's insurance and does not contribute with it.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. Verification of Coverage

The Agency shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.

G. Notice of Cancellation

Agency shall provide City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of Agency to maintain the insurance as required constitutes a material breach of contract, upon which City may, after giving five business days' notice to Agency to correct the breach, immediately terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of City, offset against funds due Agency from City.

I. City Full Availability of Agency Limits

If Agency maintains higher insurance limits than the minimums shown above, City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Agency, irrespective of whether such limits maintained by Agency are greater than those required by this Contract or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Agency.

18. Failure to Comply with Contract Requirements: Suspension, Termination, and Close Out.

Failure to comply with any of the provisions of this Contract constitutes material breach of contract and cause for termination. Time is of the essence in the performance of this Contract.

If Agency fails to comply with the terms and conditions of this Contract, City may pursue such remedies as are legally available including, but not limited to, hold back of payment and the suspension or termination of this Contract.

A. Termination for Cause. If Agency fails to comply with the terms and conditions of this Contract and any of the following conditions exist:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that City deems continuation of this Contract to be substantially detrimental to the interest of City;

2. Agency has failed to take satisfactory action as directed by City or its authorized representative within the time specified;
3. Agency has failed within the time specified by City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract;

then City may terminate this Contract in whole or in part, and shall notify Agency of the termination, the reasons for the termination, and the effective date of the termination, but the effective date may not be prior to notification to Agency. After the effective date of the termination, no charges incurred under any terminated portions are allowable.

B. Termination for Other Grounds. This Contract may also be terminated in whole or in part:

1. By the mutual agreement of the parties, in which case the termination must be in writing, signed by both parties, and must include the conditions for termination, the effective date, and in the case of termination in part, that portion of the Contract to be terminated. After the effective date of the termination, no charges incurred under any terminated portions are allowable.
2. If the funds allocated by City under this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services, City may summarily terminate this Contract as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provision of this Contract. Termination under this paragraph is effective on the date specified in the written notice of termination sent by City to Agency. After the effective date of the termination, no charges incurred under this Contract are allowable.

19. Jurisdiction.

- A. This Contract is made in and governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action for the enforcement of this Contract or any provision thereof, or arising out of or relating to this Contract, must be instituted and maintained only in Thurston County, Washington, State Superior Court.

20. Severability.

- A. If any part, term, or provision of this Contract is held by a court to be illegal, the validity of the remaining provisions is not affected, and the rights and obligations of the parties must be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- C. If any provision of this Contract is in conflict with any Washington statute, the conflicting provision must be deemed inoperative and null and void insofar as it may be in conflict, and must be deemed modified to conform to such statute.

21. Entire Contract.

This Contract is the complete expression of the terms related to the Services and any oral representations or understandings not contained in this Contract are excluded.

22. Counterparts.

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary

EXHIBIT “A”
SCOPE OF WORK
Tourism Promotion – VCB - Experience Olympia and Beyond

To fulfill the terms of its Lodging Tax funded contract with the City, Agency shall provide the following services to promote Olympia and attract tourists from outside Thurston County and encourage overnight stays during 2024. Additionally, Agency shall submit its 2024, 2025 and 2026 Annual Report within 45 days of event completion.

Applicant Statement: Olympia lodging tax funds will be leveraged to support destination marketing and sales specifically designed to reach audiences 50+ miles away with the highest likelihood of generating lodging revenue in Olympia hotels and motels. We will employ innovative tools that ensure we put all awarded funds to the most effective and efficient use possible. New Olympia content--photos, blogs, event listings, etc. will be featured on experienceolympia.com, social media and email newsletters sent to opt-in subscribers from around the world. We'll employ a public relations campaign that showcases Olympia in story pitches to media, social media influencer partnerships, FAM tours and crisis communications if needed.

We will conduct multi-channel advertising campaigns that combine print, digital, paid social media, and most significantly, digital programmatic display advertising putting all-new Media Attribution to work, effectively targeting the highest value 50+ mile away traveling audiences and following their devices when they enter City of Olympia or Olympia hotel/motel geofences—effectively proving our influence over visitors who've received our advertising messages in markets 50+ miles away and staying in Olympia hotels and motels. We'll fund and share professional photography with the City of Olympia through our Shared Image Library. We will produce and distribute our annual Visitor Guide, mailing them to requestors at no charge. We will partner with the City of Olympia to interpret and make strategic marketing and development decisions using geofencing data gathered by the City's and EOB's geofencing systems. We will employ, cultivate, and develop a program that is inclusive to our residents, business stakeholders and guests.

The City of Olympia's lodging tax award will help fund the following:

Innovative, Strategic Research Tools -

Economic Impact Calculators: Sports, Meetings, Events/Festivals (Destinations International)

Geofencing

Smith Travel Research (STR)

Public Relations -

Public relations fosters image management and relationship building, cornerstones of “what the world thinks about Olympia”. Agency will work to intentionally shape Olympia's image by deploying messages and images through seasonal story pitch sheets, press releases, and hosting press trips and influencer visits.

Advertising

Using geofencing tools, Agency will target arrival markets most likely to generate overnight stays in Olympia accommodations. Agency will create and serve ads that speak to visitors' interests in targeted markets.

Product Development -

Website, video, photography, Visitor Guide, Community Guides, and sales products inspire exploration throughout Olympia.

Sports Commission -

Agency's Sports Commission motivates and supports sports events within the City of Olympia via sales missions, familiarization tours, travel trade shows, and event sponsorships and bid fees.

Funding –

2024 - 15% of funds collected in 2022 - \$158,096

2025 - 16% of funds collected in 2022 - \$168,635

2026- 17% of funds collected in 2022 - \$179,175.

The City shall reimburse Agency costs incurred in calendar year 2024, 2025, and 2026 to provide the tourism promotion services listed above in an amount not to exceed the actual expense incurred by Agency for said services upon submittal to the City of:

- An invoice that includes an itemization for each expense included in the total invoice amount.
- Attach a copy of invoices paid that reimbursement is requested for.
- Attach proof of payment for paid invoices submitted in the form of a check or online receipt.

When seeking reimbursement for a product, such as a brochure, advertisement, poster, radio spot, print job, promotional item, etc., attach a digital copy of the product.

The total reimbursement from the City to Agency to fulfill the terms of this Contract may not exceed \$158,096 in 2024; \$168,635 in 2025; and \$179,175 in 2026 for a total of **\$505,906**.

Exhibit "B"
STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

Annette Pitts
Annette Pitts, CEO

01/26/2024
(Date)

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)

(Date)

E-MAIL INVOICE TO
at
EDinvoices@ci.olympia.wa.

Invoice Amount: _____
 Invoice Number: _____
 Invoice Date: _____

Printed Name:

[illegible]

Please provide an itemization of services provided and/or a brief description of work completed for this invoice period. Attach to this invoice copies of invoices, proof of payment (cancelled checks, receipts or other payment documentation acceptable to the City). When seeking reimbursement for a product, such as a brochure, poster, radio spot, print job, promotional item, etc., attach a copy of the product if it is no larger than 8.5" by 11". For radio spots, include a copy of the script. For videography, provide a copy of the end product. For promotional items or items larger than standard paper, shrink to fit oversize pages to standard paper size, or attach a proof or photo of the item. Do not send actual promotional items such as buttons, shirts, caps, frisbees, etc

EXHIBIT "D"
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

EXPERIENCE OLYMPIA AND BEYOND

Annette Pitts
Annette Pitts, CEO

01/26/2024
Date