



## TOURISM PROMOTION SERVICES AGREEMENT

The City of Poulsbo ("City") and \_\_\_\_\_ ("Organization"), referred to collectively as the "Parties," enter into the following Agreement for Tourism Promotion Services:

- I. **Scope:** The Organization shall provide tourism promotion services for the City. Tourism promotion shall mean activities and expenditures designed to increase tourism to the City. Tourism promotion activities may include, but are not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists to the City. The Organization shall provide to the City a work plan attached hereto as Exhibit A (Grant Application) and Exhibit B, a report to be submitted at the end of the year.
- II. **Term:** This agreement shall commence on the date of execution of this Agreement and shall continue in full force and effect until **December 31, XXXX**, unless terminated earlier pursuant to Section IX of this Agreement.
- III. **Compensation:** In consideration of the services provided pursuant to this Agreement City shall pay the Organization an amount not to exceed \_\_\_\_\_ for Tourism Promotion services. However, funding for this Agreement is subject to the actual Hotel/Lodging Tax funds received by the City. If Hotel/Lodging Tax receipts are lower than budgeted, funding may be decreased.

The Organization shall submit quarterly billing invoices, by mid-month following the end of the quarter, detailing how activities and services performed by the Organization during the preceding quarter have specifically promoted tourism in the City of Poulsbo including measurable results and accompanied by the Lodging Tax Progress Report Form. Upon receipt of a conforming billing invoice and progress report, the City shall process payment. Reimbursement for event-based expenses will only be issued after the event has been held. If a billing invoice does not conform to this Agreement, the City may withhold payment until the invoice is brought into compliance. Such withholding does not relieve the Organization of its obligations under this Agreement. Failure by the Organization to submit all conforming billing invoices by the due date may result in the forfeiture of remaining unbilled compensation. Failure to submit a year-end report by the requested date, required in order for the City to submit the annual JLARC report, may result in delay of final reimbursement payment and non-eligibility for future grant awards.

The Organization shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement.

- IV. **Relationship of Parties:** The Organization represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. The Organization and its personnel are independent contractors and not employees of the City. The Organization and its personnel have no authority to bind the City or to control the City's employees and other contractors. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Organization. The Organization will be solely and entirely responsible for its acts and for the acts of the Organization's agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work.



As an independent contractor, the Organization is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the Organization or its personnel.

As an independent contractor, Organization is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due Organization.

- V. Indemnification:** The Organization shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence.

The City's review or acceptance of any of the work when completed shall not be grounds to avoid any of these covenants of indemnification.

The provisions of this section shall survive the expiration or termination of this Agreement.

- VI. Insurance:** Organization shall obtain maintain continuously for the term of this Agreement, at the Organization's expense, Occurrence based General Liability Insurance which shall cover liability arising from premises, operations, independent contractors, and personal and advertising injury for the Activities and Services of this Agreement with minimum limits of \$2,000,000 per occurrence/\$2,000,000 aggregate. In the event Organization organizes, promotes or sponsors an event involving the sale or consumption of food or alcoholic beverages, Organization shall also provide evidence that it has obtained products liability and liquor liability insurance of at least \$1,000,000.00 per occurrence, for each event. The City shall be named as additional insured and it shall be an affirmative obligation upon Organization to advise the Parks & Recreation Director by certified mail, return receipt requested to City of Poulsbo, Attn: Parks & Recreation Director, 200 NE Moe Street Poulsbo, WA 98370 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The Organization shall provide the City with proof of the required insurance coverage prior to commencement of Services by providing the following:

- A. Certificate of Insurance listing the types and amounts of required insurance. The Description of Operations must include effective dates and a description of the Services or Activities provided.
- B. ISO Additional Insured Endorsement Form CG 20 26, or coverage at least as broad. The endorsement must state the liability insurance policy number and list the City of Poulsbo as the additional insured.
- C. Notice of Cancellation. Organization shall provide the City written notice of any policy cancellation within two (2) business days of their receipt of such notice.



- D. Failure to Maintain Insurance. Failure on the part of Organization to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Organization to correct the breach, immediately terminate this Agreement 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 the City on demand, or at the sole discretion of the City, offset against funds due to Organization from the City.
- E. The Organization's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies.

The Organization's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Organization to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

## VIII. General Conditions:

A. Reports and Information: When requested by the City, the Organization shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. The Organization shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP) to substantiate all billed amounts.

B. Work Performed at Organization's Risk: The Organization shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Organization's own risk, and Organization shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work, and shall include, at a minimum, answers to the reporting questions set forth in Appendix A to this Agreement.

C. Place of Work: The Organization shall perform the work authorized under this Agreement at its offices in Poulsbo, Washington. Any necessary meetings with the City staff shall take place at the City's offices, or at locations mutually agreed upon by the parties.

D. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

E. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

F. Modification: This Agreement may only be modified by written instrument signed by both Parties.

G. Notices: All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be given in writing by recognized overnight air courier service; by United States postal service,



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postage prepaid, registered or certified mail, return receipt requested; or by email. All notices to either Party shall be made to the address of such Party as set forth below. Any notice shall be deemed to have been given on the date delivered, if delivered by overnight air courier service, or, if mailed, will be deemed to have been given on the date shown on the return receipt as the date of delivery or the date on which the United States postal service certified that it was unable to deliver, whichever is applicable. Notice sent by email shall be effective on the business day when received if received during normal business hours (8:00am to 5:00 pm) at the address to which the notice is sent, and if received after normal business hours, will be deemed received on the next business day. Any change to the address or contact person identified below can be effectuated by providing notice as established in this section of the change.

## City Address

Attn: Parks & Recreation Director  
200 NE Moe Street  
Poulsbo, WA 98370  
Telephone: (360) 394-9774  
Email: [jozimek@cityofpoulsbo.com](mailto:jozimek@cityofpoulsbo.com)

## Organization Address

**H. Waiver:** Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

**I. Non-Waiver of Breach:** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

**J. Compliance with Laws:** Organization shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

**K. Choice of Law and Venue:** This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court.

**L. Attorneys' Fees:** In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

**M. Assignment:** Any assignment of this agreement by the Organization without the written consent of the City shall be void.

**VII. Nondiscrimination:** Organization shall not discriminate in employment or services to the public on the basis of race, color, national origin, sex, religion, age, marital status, sexual orientation or disability, except for employment actions based on bona fide occupational qualification.



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**VIII. Termination:** This Agreement may be terminated by either party for convenience upon thirty (30) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within five (5) days of written notice and diligently completes the correction thereafter. Upon such termination, City will be entitled to reports showing the status of all services Organization is providing to the City as of the effective date of termination.

**IX. Termination of Other Contracts.** This Agreement shall supersede all prior Agreements between the parties relating to the use of Lodging Tax funding.

**CITY OF POULSBO**

Authorized Signatory

**Name:** Rebecca Erickson

**Title:** Mayor, City of Poulsbo

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ORGANIZATION**

Authorized Signatory

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Attestation

**Name:** Rhiannon Fernandez

**Title:** Administrative Services Director

**Phone:** (360) 394-9711

**Email:** [rfernandez@cityofpoulsbo.com](mailto:rfernandez@cityofpoulsbo.com)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_