

CONSULTANT: Day Vengley & Associations LLC, an
Oregon limited liability company, d.b.a
DVA Advertising & Public Relations

CONTACT PERSON: Mary Angelo

ADDRESS: 221 NE Hawthorne Ave, Ste 200
Bend, OR 97701

FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 45-0495404

TELEPHONE/FAX NUMBER: 541-390-8615

COUNTY DEPT: Executive

DEPT. CONTACT PERSON: Trudy Soriano

TELEPHONE/FAX NUMBER: 425-388-6603

PROJECT: 2025 Destination Management &
Marketing Professional Services

AMOUNT: \$1,500,000.00

FUND SOURCE: 116. 502014104101

CONTRACT DURATION: January 1, 2025, through December 31,
2025 [unless extended or renewed
pursuant to Section 2 hereof]

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Day Vengley & Associations LLC, an Oregon limited liability company, d.b.a DVA Advertising & Public Relations (the "Contractor" or "DVA") licensed to do business in the State of Washington. In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide Destination Management & Marketing support to the Snohomish County Tourism division. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective from January 1, 2025 (the "Effective Date") and shall terminate on December 31, 2025, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to one (1) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2025. The County's obligations after December 31, 2025, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

A. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

B. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

C. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Contractor during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule B. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

D. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

E. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?
Yes ☐ No ☒

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$1,500,000.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Trudy Soriano
Title: Economic Development Program Manager
Department: Executive Office
Telephone: (425) 388-6603
Email: trudy.soriano@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

C. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

;

ii. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-

owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

;

iii. Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

iv. Employers' Liability or "Stop Gap" coverage: \$1,000,000

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

i. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

ii. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

iv. Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy

endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. **County Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. **Federal Non-discrimination.** Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. **Employment of County Employees.** SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. **Compliance with Other Laws.** The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

17. **Compliance with Grant Terms and Conditions.** The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. **Prohibition of Contingency Fee Arrangements.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee,

commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

A. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within twenty (20) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

C. The County may terminate this Agreement upon sixty (60) business days' written notice to the Contractor for any reason other than stated in subparagraph B above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

D. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Executive's Office
3000 Rockefeller Ave, 6th Floor Admin E
Everett, Washington 98201
Attention: Trudy Soriano
Economic Development Program Manager

If to the Contractor: DVA Advertising & Public Relations
221 NE Hawthorne Ave, Ste 200
Bend, OR 97701

Attention: Mary Angelo
Partner

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County

releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

DVA Advertising & PR

County Executive Director

Date


Mary Angelo

11.21.24

Date

Approved as to form only:

Legal Counsel to the Contractor Date

Wendling, Rebecca

12 of 25

Schedule A
Scope of Services

CONTRACTOR: DVA Advertising & Public Relations
PROJECT: 2025 Destination Marketing & Management Professional Services

Contractor shall perform the following tasks and complete deliverables by dates set forth herein:

1) Key Task: Destination Management - Hard Costs

a) Memberships, Subscriptions and Travel Costs

Coordinate subscriptions for the following third-party services:

- i) Booking engine referral service
- ii) User Generated Content (UGC), Digital Asset Management (DAM) System and Media Hub
- iii) Data provider
- iv) Membership subscriptions, including but not limited to:
 - (1) US Travel Association
 - (2) State of Washington Tourism
 - (3) Cascade Loop Association
 - (4) Destinations International
 - (5) Greater Seattle Business Association
 - (6) WA State DMO
 - (7) Key Data
 - (8) Smith Travel Report
 - (9) Mountain Loop App
 - (10) Datafy
 - (11) Sprout
- v) Website subscriptions
 - (1) Book Direct
 - (2) CrowdRiff
 - (3) Tempest
- vi) Contractor's travel hard costs for meetings with Snohomish County staff, in compliance with Snohomish County Department of Finance Policy 1211 on travel expenses for contractors. Travel expenses include flight costs, mileage, lodging, and meals.

Deliverables Completed per County-approved monthly, quarterly and annual implementation calendars by December 31, 2025

2) Key Task: Destination Management - Account Administration, Project Coordination, and Performance Reporting

a) Account Administration and Project Coordination Services

- i) Conduct structured work-sessions, to occur no less than monthly, for purpose of reviewing proposed vendor scopes of work, including but not limited to:
 - (1) Project plans
 - (2) Production schedules
 - (3) Performance and status

Schedule A
Scope of Services

- (4) Budget implications
- ii) Based on project plans and production schedules above, proposed monthly, quarterly, and annual implementation calendars for projects, tasks and for all third-party services for County review and approval prior to execution of work.

b) Marketing Performance Reports

- i) Contractor shall provide regular reporting to the County at frequencies and formats determined by the County. Reports to contain the following:
 - (1) Marketing performance of work produced directly and/or managed by the Contractor on behalf of the County.
 - (2) Expert analyses and recommendations for future optimizations, changes in tactical service approaches, and budget allocations.
- ii) All reporting shall adhere to initiatives identified in the Strategic Tourism Plan and reflect Key Performance Indicator, including but not limited to:
 - (1) Snohomish County DMO Website metrics
 - (a) Website traffic
 - (b) Session duration
 - (c) Clicks to book hotel nights
 - (d) Clicks to stakeholder sites
 - (2) Advertising metrics
 - (a) Impressions
 - (b) Click through rate (CTR)
 - (c) Cost per click (CPC)
 - (3) Public relations editorial value and summary
 - (4) Marketing attributable lodging room nights, spend, cost/room, and return on ad spend (ROAS)
 - (5) Marketing attributable economic impact and Return on Ad Spend (ROAS)
- iii) Marketing Performance Reports shall analyze month over month and year over year trends in visitation, lodging conversions, and campaign performance resulting specifically from:
 - (1) Campaign programmatic placements, channel selections, frequency and budgets
 - (2) eNewsletter conversion campaigns
 - (3) Paid and boosted organic Social Media content and audience engagement
 - (4) Beneficial and optimized tactics to reach key markets, and targeted audience selections
 - (5) Website optimizations, click to books, and traffic to partner sites
 - (6) Booking engine referral code integrations
 - (7) Destination brand awareness growth
 - (8) Results of Public Relations media outreach and engagement including earned media coverage
- ii) On request, provide marketing presentations to key County stakeholder audiences, such as the Tourism Promotion Area (TPA) Board, Lodging Tax Advisory Committee (LTAC), and area leaders.

Schedule A
Scope of Services

Deliverables Completed per County-approved monthly, quarterly and annual implementation calendars by December 31, 2025

3) Key Task: Destination Marketing – Production and Placement

a) Creative Asset Acquisition and Production

- i) Contractor shall execute full-service creative direction, management, and supervision of content acquisition and production to implement Destination Marketing per the County-approved Strategic Tourism Plan, as well as the Go-To Market plan, including but not limited to:
 - (1) Creative content, advertising, and organic integration services to include:
 - (a) Creative direction and management of Snohomish County Tourism brand and messages.
 - (b) Brand refresh/rebrand as directed by the Strategic Tourism Plan and related research.
 - (2) Oversight of asset acquisition, production of content and third-party services for digital and traditional placements, campaigns, social media channels, and SeattleNorthCountry.com Website and owned platforms:
 - (a) Digital photography, videography, acquisition and production
 - (b) Music studio time and licensing
 - (c) Studio production and editing
 - (d) Contracted Talent
 - (e) Copywriting, content, and photography to supplement blogs and related posts for paid, organic and SeattleNorthCountry.com website.
 - (3) "Create and maintain a record of permissions/licenses for any an all non-original content (including but not limited to text, images, video, and audio) used by Contractor in any medium and paid for with funds under this Agreement"

b) Digital and Traditional Paid Placement

- i) In coordination with County in-house staff, produce a 2025 Media Plan outlining the theme, timeline, and structure to 2025 digital and traditional paid placements, for presentation to and approval by the County.
- ii) Contractor shall provide full-service digital marketing oversight, direction, and traffic management in third party distribution channels for digital and traditional paid placements, per the County-approved 2025 Media Plan, including but not limited to:
- iii) Directing paid digital placement of campaign executions in upper funnel, retargeting, paid social, programmatic, and search
- iv) Traffic and account oversight and coordination of paid placements in third party distribution networks, channels, and platforms including:
 - (1) Instagram
 - (2) Facebook Network (Facebook, Instagram, Facebook Audience Network)
 - (3) Programmatic
 - (4) Digital display banner advertisements/programmatic

Schedule A
Scope of Services

- (5) Search Engine Marketing (SEM)
- v) Management of budget allocations called “boosts” for high-performing organic social media content
- vi) Management of advertising placements in print, outdoor and digital broadcast including:
 - (1) Washington State Annual Visitor Guide
 - (2) Welcome Magazine
 - (3) State of Washington Tourism (SWT) Cooperative Advertising Program
 - (4) Airport advertising
 - (5) Other media opportunities as budget and planning allow

c) Group and International Sales

Contractor shall assist in identifying, coordinating, and providing materials for the following:

- i) Contracted third-party marketing assistance in Korea and Japan.
- ii) Co-op programs with the State of Washington Tourism, City of Seattle, Port of Seattle, Tulalip Tribes, and other local partners in efforts to target Asia, Europe, and Canada,
- iii) Participation in up to three (3) trade shows/sales events in 2025.
 - (1) Budget includes entry fees and materials production, but not travel or travel-related expenses for County staff to attend the events. Potential events for 2025 include:
 - (a) Go West
 - (b) Connect
 - (c) IPW

Deliverables Completed per County-approved 2025 Creative Content Production Schedules by December 31, 2025

4) Key Task: Destination Marketing - Digital Programs and Platforms

a) Social Media Programs

- i) Contractor shall assist in the following social media services:
 - (1) Coordinate with Snohomish County in-house staff on social media posting schedules, related content calendars, posting cadence and posting distributions.
 - (2) Gather and coordinate visual assets for the DMO Digital Asset Management System and Media Hub.
 - (3) Solicit story ideas, content, and concepts from destination partners for featured articles, monthly content columns and seasonal campaigns, and other related social media and blog editorial content.
 - (4) Maintain destination social media “voice” to protect the brand of Snohomish County Tourism.
 - (5) Work with Snohomish County in-house staff to educate partners about the methods, uses, and localized integration of the visitor brands of Snohomish County Tourism to ensure integrity and use of the brands.

Schedule A
Scope of Services

- (6) Develop internal and external informational, promotion, and communication materials, including media releases, e-newsletters and blogs, and its social media sites.

b) SeattleNorthCountry.com Website Platform

- i) Contractor shall manage, maintain, develop, and optimize the Seattle NorthCountry.com Website and its associated microsite platforms on daily, weekly, quarterly, and annual schedule, including but not limited to:
 - (1) Management of the Tempest website third party service and hosting, production, programming, and development
 - (2) Oversight planning, development of layouts, design, and implementation of necessary optimization and integrations
 - (3) Maintaining, testing, and optimizing SeattleNorthCountry.com user experience (UX)
 - (4) Monitoring landing page, content, links, and text functionality
 - (5) Publishing blogs and related content from eNewsletters
 - (6) Performing Search Engine Optimization (SEO) projects
 - (7) Creation of landing pages and microsites as required
 - (8) Maintenance of communication platforms and industry resource tools:
 - (a) Craft Content Management System (CMS) platform
 - (b) MailChimp email platform

- 1) **Deliverables Completed** per County-approved implementation schedule and calendar by December 31, 2025

5) Key Task: Destination Marketing - Public Relations

- a) Contractor shall execute the County-approved comprehensive DMO Public Relations Strategy and calendar within earned media plans, budgets, work plans, tactics, and timelines that target leisure travel, sports events, and include efforts to increase awareness of the destination. Contractor's tasks include but are not limited to:
 - i) Research of topical content with the highest potential of ROI for targeted media and influencers about Seattle NorthCountry.
 - ii) Response to inquiries and requests for additional or more detailed information about specific topics and interests.
 - iii) Implementation of the PR editorial calendar, as outlined in the 2025 Media Plan (including but not limited to press releases and media alerts).
 - (1) Fifteen (15) media releases or themed pitches over the course of 12 months.
 - iv) Content identification including regular solicitation of news, events, packages, and other media-friendly assets from co-managers (form submission) to inform and provide content for other public relations tactics.
 - (1) Quarterly outreach to industry partners (separate from industry newsletter) to solicit information.
 - v) Production of twice annual media invitations.
 - (1) Distributed twice per year to approximately 100 media each time.
 - vi) Coordination and facilitation of seasonal media, travel writer, and influencer visits, and familiarization (FAM) tours.

Schedule A
Scope of Services

- (1) Targeting 20 individual visits in 2025
- vii) Conducting desk-side or virtual appointments in key markets
 - (1) Two (2) targeted market visits (in person or virtual) in 2025.
 - (2) Target between six (6) to eight (8) appointments.
- viii) Development of key market outreach initiatives (i.e. drive and PAE direct flight markets for leisure and sports segments).
- ix) Ongoing outreach to media and influencers interested in Seattle NorthCountry destination offerings.
 - (1) Proactive outreach to 15 individuals per month.
- x) Promotion of the new DMO approach and successes to industry platforms, media, and influencers.
- xi) Operate as DMO Public Relations point of contact for visitor media and influencers.
- xii) Pursue targeted third-party influencer endorsements of visitor experiences in the destination for leisure, lodging, conventions, sports, and international audiences.
- xiii) Manage and coordinate media monitoring tools and editorial database services.
- xiv) Produce quarterly Public Relations Strategy Reports that detail Strategy progress and outcomes suitable for a variety of industry audiences.
- xv) Provide monthly, quarterly, and annual reports to the County that demonstrate Public Relations Strategy outcomes.
- xvi) Provide a public relations summary demonstrating:
 - (1) Key public relations activities performed over the month
 - (2) Unique visitors, readership, and value of the editorial coverage (value calculated by multiplying the paid cost of space utilized for the story by two) compared month-over-month and year-over-year
 - (a) Links to stories resulting directly from public relations work performed within this Agreement
 - (3) Familiarization tours (FAMs) and influencer visits and activities

Deliverables: Execution of County-approved DMO Public Relations Strategy, production of monthly, quarterly, and annual reports and presentations. Deliverables Completed: December 31, 2025

Schedule B Compensation and Expenses

As outlined in Section 3 of this agreement, Contractor shall submit to Snohomish County a properly executed invoice indicating the work performed and the amount due from the County at the completion of work for each line-item in this Schedule B. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.								
1. Key Task: Destination Management - Hard Costs		Hours	Hours per Month	Hourly Rate	Third Party Service Costs	Monthly Estimated Third Party Service Costs	Total Estimated Cost	Not to Exceed
a. Memberships, Subscriptions and Travel Costs	Responsible Party	Hours	Hours per Month	Hourly Rate	Third Party Service Costs	Monthly Estimated Third Party Service Costs	Total Estimated Cost	Not to Exceed
USTA					\$1,500.00		\$1,500.00	
SWT					\$2,500.00		\$2,500.00	
Cascade Loop					\$500.00		\$500.00	
Destination International					\$1,600.00		\$1,600.00	
GSBA					\$643.00		\$643.00	
WSDMO					\$1,650.00		\$1,650.00	
Key Data					\$4,500.00		\$4,500.00	
Smith Travel Report					\$6,800.00		\$6,800.00	
Mountain Loop App					\$1,800.00		\$1,800.00	
BookDirect subscription					\$8,000.00		\$8,000.00	
Datafy					\$30,500.00		\$30,500.00	
CrowdRiff/UGC					\$24,274.00		\$24,274.00	
Travel					\$25,000.00		\$25,000.00	
SUBTOTAL		0			\$109,267.00		\$109,267.00	\$109,267.00

[illegible]

Schedule B
Compensation and Expenses

Analysis of performance against KPIs Indicators (KPI's) and benchmarks	Digital Director - Christian Folk; or if delegated:	120	10	\$195				\$23,400	
	- Account Supervisor - Katryna Vecella/Ashley Brinkman			\$195				\$0	
	- Director Client Services - Mary Angelo			\$195				\$0	
	- Account Management/Digital Coordination - Rochelle Gibson-Pool		0	\$160				\$0	
	- Traffic Manager/Account Coordinator - Julie Krooswyk		0	\$160				\$0	
Subtotal		120	10		\$0		\$0	\$23,400	
SUBTOTAL		480	40		\$0			\$93,600	\$93,600
3. Key Task: Destination Marketing - Production and Placement			Hours per Month	Hourly Rate	Third Party Service Costs	Monthly Estimated Third Party Service Costs	Total Estimated Cost	Not to Exceed	
			Hours per Month	Hourly Rate	Third Party Service Costs	Monthly Estimated Third Party Service Costs	Total Estimated Cost	Not to Exceed	
a. Creative Asset Acquisition and Production	Responsible Party	Hours	Hours per Month	Hourly Rate	Third Party Service Costs	Monthly Estimated Third Party Service Costs	Total Estimated Cost	Not to Exceed	
Including STP-driven brand refresh									

Schedule B
Compensation and Expenses

Full-service creative direction, production and execution and management of all campaign and content	Creative Director - Ryan Crotty; or if delegated:	500	42	\$195				\$97,500	
	- Senior Art Director - Peter McCullough/Travis Smith			\$195				\$0	
	- Account Supervisor - Katryna Vecella/Ashley Brinkman			\$195				\$0	
	- Director Client Services - Mary Angelo			\$195				\$0	
	Digital Director - Christian Folk		0	\$195				\$0	
	- Production Manager - Allison Wantchek			\$160				\$0	
	- Traffic Manager/Account Coordinator - Julie Krooswyk			\$160				\$0	
Digital Photography and Videography (third party service)						\$50,000	\$4,167	\$50,000	
Music Studio Time & Licensing (third party service)									
Studio Production and Editing (third party service)						\$0	\$0	\$0	
						\$0	\$0	\$0	
Contracted Talent (third party service)						\$10,000	\$833	\$10,000	
Copywriting, content and photography to supplement blog and related posts for organic social media and SeattleNorthCountry.com (third party service)						\$10,000	\$833	\$10,000	
Social Media Photography and/or videography (third party service)						\$5,000	\$417	\$5,000	
Social Media Copywriting (third party service)						\$5,000	\$417	\$5,000	

Schedule B
Compensation and Expenses

Subtotal		500	42		\$80,000	\$6,667	\$177,500	
b. Digital and Traditional Paid Placement								
Digital Paid Placements per Digital Plan (third party service costs)		Hours	Hours per Month	Hourly Rate	Third Party Service Costs	Monthly Estimated Third Party Service Costs	Total Estimated Cost	Not to Exceed
Out-of-home/airport advertising	Digital Director - Christian Folk				\$590,000	\$49,167	\$590,000	
Print advertising	Media Director - Lisa Canady				\$65,000	\$5,417	\$65,000	
	Media Director - Lisa Canady				\$25,000	\$2,083	\$25,000	
Media traffic management and account coordination with third party vendor placement rates and costs:	Media Director - Lisa Canady; or if delegated:	100	8	\$195			\$19,500	
	Digital Director - Christian Folk; or if delegated:	250	21	\$195			\$48,750	
	- Account Supervisor - Katryna Vecella/Ashley Brinkman			\$195			\$0	
	- Director Client Services - Mary Angelo			\$195			\$0	
	- Traffic Manager/Account Coordinator - Julie Krooswyk			\$160			\$0	
	- Digital Media Manager - Rochelle Gibson-Poole			\$160			\$0	
	- Media Buying - Desi Bresler			\$160			\$0	
Subtotal		350	29		\$680,000	\$56,667	\$748,250	
c. Group and International Sales								
Program management, creative development, website development		Hours	Hours per Month	Hourly Rate	Third Party Service Costs	Monthly Estimated Third Party Service Costs	Total Estimated Cost	Not to Exceed

Schedule B
Compensation and Expenses

	Director of Client Services - Mary Angelo; or if delegated:	100	8	\$195				\$19,500.00	
	- Account Supervisor - Katryna Vecella/Ashley Brinkman			\$195					
	- Creative Director - Ryan Crotty			\$195					
	- Production Manager - Allison Wanichek			\$160					
	- Traffic Manager - Julie Krooswyk			\$160					
Website work	Account Supervisor - Katryna Vecella/Ashley Brinkman				\$17,360	\$1,446.67		\$17,360.00	
CWW Asia representation					\$45,000	\$3,750.00		\$45,000.00	
Trade shows	Entry fees								
	Go West - \$3,295 per attendee				\$6,590.00	\$549.17		\$6,590.00	
	IPW - 6.5'x6.5' express booth (ideally SnoCo would share with another exhibitor) is \$6,300 for a non-member				\$6,300.00	\$525.00		\$6,300.00	
	Connect PNW in October, one entry fee				\$5,250.00	\$437.50		\$5,250.00	
Subtotal		100	8		\$80,500	\$6,708		\$100,000	
SUBTOTAL		850	71		\$840,500.00			\$1,025,750.00	\$1,025,750.00
4. Key Task: Destination Marketing - Digital Programs and Platforms									
a. Social Media Program									
	Responsible Party	Hours	Hours per Month	Hourly Rate	Third Party Service Costs	Monthly Estimated Third Party Service Costs	Total Estimated Cost	Not to Exceed	

Schedule B
Compensation and Expenses

Account management, review, traffic	Director of Client Services - Mary Angelo; or if delegated:	50		\$195				\$9,750.00	
	- Account Supervisor - Katryna Vecella/Ashley Brinkman			\$195				\$0.00	
Assist with content planning, management and implementation of social media and communications on all Seattle NorthCountry owned channels, and platforms and engagement with destination partners to foster participation in promotions. This includes newsletters.	Digital Director - Christian Folk; or if delegated:	50	4	\$195				\$9,750.00	
Mail Chimp subscription (check this)			0		\$1,620.00			\$1,620.00	
Sprout Social Scheduling Platform					\$1,788.00		\$149.00	\$1,788.00	
Subtotal		50	4		\$3,408.00		\$0.00	\$22,908.00	
b. SeattleNorthCountry.com Website Platform	Responsible Party	Hours	Hours per Month	Hourly Rate	Third Party Service Costs	Monthly Estimated Third Party Service Costs	Total Estimated Cost	Not to Exceed	
Account management, review, traffic	Director of Client Services - Mary Angelo; or if delegated:	50		\$195			\$9,750.00		
	- Account Supervisor - Katryna Vecella/Ashley Brinkman			\$195			\$0.00		

Schedule B
Compensation and Expenses

Management, of third party services, maintenance and optimization of site and microsites and platforms, including and Craft Content Management System (CMS) platforms	Digital Director - Christian Folk; or if delegated:	200	17	\$195			\$39,000.00	
	- Content & Production Manager - Katryna Vecella/Ashley Brinkman			\$195		\$0.00	\$0.00	
	- Creative Director - Ryan Crotty			\$195			\$0.00	
	- Content Manager - Derick Hamm			\$195			\$0.00	
	- Digital Media Manager - Rochelle Gibson-Poole			\$160			\$0.00	
New platform subscription					\$12,000.00		\$12,000.00	
Tempest production, programming and development (third party service) including phase II implementation of website, incorporating new skin from rebrand	Digital Director - Christian Folk				\$85,000.00	\$7,083.33	\$85,000.00	
Website maintenance, hosting (2400+1200)					\$3,600.00	\$300.00	\$3,600.00	
Subtotal		200	17		\$100,600.00	\$7,383.33	\$149,350.00	
SUBTOTAL		250	21		\$104,008.00		\$172,258.00	\$172,258.00
5. Key Task: Destination Marketing - Public Relations	Responsible Party	Hours	Hours per Month	Hourly Rate	Third Party Service Costs	Monthly Estimated Third Party Service Costs	Total Estimated Cost	Not to Exceed
Execution of County-approved DMO Public Relations Strategy, media releases, FAMs, desk-side media visits, and media invitations	Public Relations Director - Justin Yax; or if delegated:	375	31	\$195			\$73,125.00	

Schedule B
Compensation and Expenses

	Public Relations Account Manager - Nina Braga/Zack Hall/Ashley Huckaby			\$195				
Influencer/media hard costs					\$20,000.00	\$1,666.67	\$20,000.00	\$0.00
Media Database					\$6,000.00	\$500.00	\$6,000.00	
SUBTOTAL		375	31		\$26,000.00	\$2,166.67	\$99,125.00	\$99,125.00
TOTAL FOR 2025		1,955	163					\$1,500,000.00

The Contractor may shift funds within Key Tasks as identified in Schedule A, subject to the following conditions:

- 1) No funds may be shifted without prior authorization from the County's contact set forth in Section 7 of the Agreement.
Authorization to shift funds must be sought and approved prior to anticipated need.
- 2) Funds may only be shifted within Key Tasks.