



CITY OF WASHINGTON, ILLINOIS City Council Agenda Communication

Meeting Date: May 20, 2024

Prepared By: Jim Snider, City Administrator
Jon Oliphant, AICP, Planning & Development Director

Agenda Item: Resolution – Discover Peoria Agreement

Explanation: J.D. Dalfonso, President and CEO of Discover Peoria (also known as the Peoria Area Convention and Visitors Bureau) gave a presentation at the March Committee of the Whole meeting to update the City Council on its services for Washington and the region. The prior agreement began on May 1, 2022, and had a term of two years with two one-year options. Per the terms of the agreement, the Council needed to approve the two option years. The direction given at the March meeting was for the FY 24-25 term of an agreement to be based at the same FY 23-24 cost of \$20,000 and not for \$25,000 as would have been included if the first of the one-year options had been exercised.

Attached is a new agreement that would be in place for FY 24-25 and contain the same services that were part of the FY 23-24 agreement. It includes a one-year option for FY 25-26 at a cost of \$25,000 with additional services including a localized discovery video and shared promotions on the PACVB home page. As is the case with the prior agreement, the Council would need to approve of an extension prior to April 30, 2025, in order for the FY 25-26 option to take effect.

Fiscal Impact: The FY 24-25 budget includes \$20,000 for a Discover Peoria agreement. Depending on the direction from the Council as part of the eventual FY 25-26 budget process, funds would be budgeted to support the appropriate level of funding for the Discover Peoria services.

Action Requested: Approval of the agreement at the May 20 City Council meeting.

RESOLUTION NO. _____

(Synopsis: Adoption of this resolution would approve an agreement with Discover Peoria regarding tourism development, promotion and recruitment services for a one-year period ending on April 30, 2025, with one optional one-year extension.)

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF WASHINGTON AND PEORIA AREA CONVENTION AND VISITORS BUREAU (DISCOVER PEORIA)

WHEREAS, the City Council of the City of Washington has determined that it is necessary and in the best interests of the City of Washington to enter into an agreement with Peoria Area Convention and Visitors Bureau (Discover Peoria), as set forth in Exhibit “A” attached hereto and incorporated herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That the City Council hereby finds as fact the recital set forth above and is incorporated herein as though fully set forth.

Section 2. That the Agreement between the City of Washington and Peoria Area Convention and Visitors Bureau (Discover Peoria), a copy of which is attached hereto as Exhibit “A” and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 3. That the Mayor of the City of Washington be, and hereby is, authorized, empowered, and directed to enter into and execute, and the City Clerk to attest, said Agreement on behalf of the City of Washington in substantially the form of the document attached hereto, marked Exhibit “A”, and by reference expressly made a part hereof.

Section 4. That this Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2024.

AYES _____

NAYS _____

Mayor

ATTEST:

City Clerk

Cooperative Agreement

THIS AGREEMENT, effective May 1, 2024 is by and between The City of Washington, an Illinois Municipal Corporation (the "City") and The Peoria Area Convention and Visitors Bureau, an Illinois not-for-profit corporation (the "PACVB" or "Discover Peoria").

WHEREAS, the PACVB promotes the Peoria Area region as a desired destination for visitors, contributes to the economic growth of the communities represented—including City, enhances quality of life for residents and amplifies pride across the region;

WHEREAS, the City may, from time to time, wish to utilize the Services of Discover Peoria for one or more programs ("Programs");

WHEREAS, the PACVB and the City wish to establish the terms and conditions which shall apply to individual Programs for which Discover Peoria provides services.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound, the parties agree as follows:

1. Statements of Work. From time to time during the Term of this Agreement the City and Discover Peoria shall jointly develop and agree on written descriptions of the Services ("Statement(s) of Work") for each Program. Each Statement of Work shall include at a minimum a description of the Services to be provided by the PACVB and the respective responsibilities of the parties, and shall be substantially in the form attached as Schedule A. Each Statement of Work shall be subject to and incorporate the terms of this Agreement.

2. Fees and Expenses. As complete consideration for the Services, the City will pay the PACVB \$20,000 for FY2025 with the FY2026 option at \$25,000("Fees") and all expenses and charges ("Expenses") identified on the cost estimate within an applicable Statement of Work (the "Cost Estimate"), or otherwise approved in writing by the City.

3. Payment Terms. Fees and Expenses are payable in accordance with Discover Peoria's payment terms of net thirty (30) days from invoice date. The PACVB will invoice at least thirty days in advance of scheduled payment dates. If the PACVB is required to pay any Expenses prior to receipt of payment for such Expense from the City pursuant to a payment schedule, Discover Peoria may, in its discretion, invoice such Expense amounts separately, and such amounts shall be payable by the City upon receipt of invoice. Late fees of one and one-half percent (1.5%) will apply to any late payments. The City may not off-set any amounts against amounts due, or withhold any amount due under this Agreement without the PACVB's prior written approval.

If City fails to make a payment due under a payment schedule, or the PACVB has reason to believe City may not be able to make required payments as they come due, including a change in the City's creditworthiness or credit rating, Discover Peoria shall have the right upon written notice to alter City's payment terms as the PACVB deems necessary or appropriate in its sole discretion, including without limitation requiring a security deposit or accelerated payments. If City does not accept altered payment terms as required, Discover Peoria shall have the right to suspend services to City upon written notice.

4. Term. Discover Peoria's engagement shall commence on May 01, 2024 and shall expire on April 30, 2025, unless extended by mutual written agreement of the parties hereto, subject to the following:

a. Either party shall have the right to terminate this Agreement and any Statement of Work in effect in the event of a material default by the other party of this Agreement or any Statement of Work in effect, upon thirty (30) days prior written notice to the defaulting party starting with specificity the alleged default. During said 30-day period, the defaulting party shall have an opportunity to cure any such default or present to the non-defaulting party a plan acceptable to the non-defaulting party for cure of any default



Peoria Area Convention and Visitors Bureau
456 Fulton Street, Suite 300, Peoria, IL 61602
DiscoverPeoria.com

which cannot reasonably be cured within the 30-day period. Failure to cure the alleged default within the 30-day period or to comply with the plan for cure may result in immediate termination of this Agreement at the non-defaulting party's discretion.

b. This agreement and any Statement of Work in effect may be terminated immediately upon notice to the other party if the PACVB or the City is prohibited by law, regulation or order from engaging in or utilizing the services or activities described or referred to in this Agreement.

c. If the City terminates this Agreement or any Statement of Work for any reason, the City will have no liability to the PACVB after the termination date specified in the City's notice of termination with the exception of the payment of Program Fees earned for services performed, documented Program Charges, and Expenses included in an approved Statement of Work, budget estimate or otherwise agreed to by City that have been paid, committed to, or incurred by the PACVB prior to the termination date specified in the City's notice of termination. The City will pay any PACVB Program Fees and reimburse any Program Charges and expenses due within thirty (30) days after the City's receipt of an invoice and, if applicable, reasonable documentation necessary to verify any Program Charges or expenses payable.

5. Relationship of Parties. Discover Peoria is an independent contractor. Neither the City nor its employees, contractors or agents shall be considered employees or agents of the PACVB and neither party shall be deemed a partner or joint-venturer of the other.

6. Assignment and Delegation. This is a personal services contract and is, therefore, not assignable by the City without the PACVB's prior written consent. It is expressly understood and agreed that while Discover Peoria shall at all times exercise supervision over all aspects of the service it is to provide under this Agreement, it may contract with other persons to perform individual aspects of the services, in Discover Peoria's sole discretion.

7. Attorney's fees. If any action at law or in equity is necessary to enforce the terms of this Agreement or any Statement of Work, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses, in addition to any other relief to which such prevailing party may be entitled.

8. Governing Law/Venue. This Agreement or any Statement of Work shall be governed by, construed and interpreted in accordance with the internal laws of the State of Illinois, without regard to its choice of law provisions. The parties agree that jurisdiction and venue of all matters relating to this Agreement shall be vested exclusively in the Federal, state and local courts within the State of Illinois.

9. Notices. All invoices and any notices which are required, or which may be given under this Agreement shall be deemed given upon the earlier of receipt or five (5) days after mailing by certified mail, return receipt requested, or hand delivery by messenger or express service, to the following addresses, or to such other address as each party may specify to the other in writing from time to time.

If to Discover Peoria:
Peoria Area Convention and Visitors Bureau
Attention: CJ Goddard
456 Fulton Street, Suite 300
Peoria, IL 61602



Peoria Area Convention and Visitors Bureau
456 Fulton Street, Suite 300, Peoria, IL 61602
DiscoverPeoria.com

If to the City:
The City of Washington
Attention: Jon Oliphant
301 Walnut Street
Washington, IL 61571

10. Counterparts. This Agreement and any Statement of Work may be executed in counterparts each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one instrument.

11. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement or any Statement of Work shall not affect or impair the continuing enforceability or validity or any other part, all of which shall survive and be valid and enforceable.

12. Limitation of Liability. THE PACVB SHALL NOT BE SUBJECT TO AND EXPRESSLY DISCLAIMS, AND THE CITY HEREBY WAIVES (a) ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND (b) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, CONTINGENT PUNITIVE OR SPECIAL DAMAGES WHATSOEVER WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED BY THE PACVB AND ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO.

13. Entire Agreement. This Agreement and each Statement of Work sets forth the final and complete understanding of the parties with respect to this subject and there are no other representations or warranties with respect to this Agreement. This Agreement supersedes all prior discussions, agreements and undertakings relating to the subject matter, including, without limitation, any confidentiality agreements or letters of intent relating to the engagement of the PACVB. It is further agreed that the respective rights, interests, understandings, agreements and obligations of the parties may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of the party to be charged. Any terms inconsistent with or additional to the terms set forth in this Agreement which may be included in an acknowledgment, invoice or other document of either party shall not be binding on the other.

14. Force Majeure. If either party is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement or any Statement of Work by reason of fire, flood, storm, strike, epidemic, lockout or other labor trouble, riot, war, rebellion, accident or other acts of God, then upon written notice to the other party, the affected provisions and/or requirements of this Agreement shall be suspended during the period of such disability. The disabled party shall make all reasonable efforts to remove such disability within thirty (30) days of giving notice of such disability.



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DiscoverPeoria.com

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement as of the date first written above.

City of Washington

Peoria Area Convention and Visitors Bureau

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A
Statement of Work

This statement of Work ("SOW") is entered into pursuant to the Cooperative Agreement, dated as of May 1, 2024, (the "CA") by and between The Peoria Area Convention and Visitors Bureau, ("PACVB" or "Discover Peoria") and The City of Washington (the "City"). This SOW sets forth the terms and conditions under which the PACVB has rendered and will render marketing and administrative services for the Riparian Club Program (the "Program").

1. Scope of Services: Services for the Program shall consist of the services set forth below, or if attached to this SOW, the services set forth on Attachment A.

WASHINGTON, ILLINOIS

	FY 2025	FY 2026
	\$20,000	\$25,000
Recommendation of Voting Seat on the PACVB Board	X	X
Promotion of ALL Hospitality Businesses within Washington (Right)	X	X
Localized Discovery Video		X
Dedicated Washington Section on PACVB Website // Includes Festival Information	X	X
Custom Hospitality + Tourism Content that Coordinates with the Discover Peoria Brand	X	X
Shared Promotions on PACVB Home Page		X
Unlimited Listings on PACVB Calendar of Events	X	X
Feature with Photos in the PACVB Discover Guide	X	X
PACVB Social Media Promotion	4 custom posts + unlimited shares	4 custom posts + unlimited shares
Dedicated newsletter to our 15,000+ travel and leisure subscribers	X	X
Access to Discover Peoria Assets // Includes Photos + Videos of Washington Entities + Events		X
Promote and Recommend Accommodations in Washington (at trade shows and in direct sales)		X
Market Washington to Leisure Travelers	X	X
Promotion through Illinois Office of Tourism website and special marketing promotions	X	X

Contract begins May 2024 and runs through April 2025.

Perks will be revisited after the end of the year and adjusted for equal or lesser valued tasks. After 1 year (FY2025) the agreement will be revisited to evaluate its benefit. If the City of Washington deems the partnership inadequate, the contract can be terminated or revised.

Hospitality Business Perks
Company Logo, Description, URL on DiscoverPeoria.com
Spotlight on the Discover Peoria Social Channels
Unlimited Listings on PACVB Calendar of Events (Self-generated)

Service Companies to be added for \$125 at their own expense
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DiscoverPeoria.com

2. Program Fees and Expenses: \$20,000 for FY2025, option of \$25,000 FY2026

3. Payment Schedule:

Payment Schedule

2024-2025 Payment

2025-2026 Payment

Invoice Dates:

At time of contract signing

At time of City Council approval

Payment Due Dates:

30 days after contract signing

4. Term. The term of this SOW shall be deemed effective as of May 01, 2024 and will continue through April 2025, or with an option to extend to April 30, 2026