

**2018 LODGING TAX SERVICES AGREEMENT
BETWEEN KITTITAS COUNTY AND JOHN FORD CLYMER MUSEUM AND GALLERY**

This Contract, effective January 1, 2018 is made and entered into by and between KITTITAS COUNTY ("County"), a subdivision of the State of Washington, and JOHN FORD CLYMER MUSEUM AND GALLERY ("Contractor") for John Ford Clymer Museum and Gallery Promotion.

WHEREAS, the purpose of this Agreement is to provide for activities and expenditures designed to increase tourism,

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the County and the Contractor mutually agree as follows:

Section 1. Scope of Work.

- a. Contractor shall provide the services and staff described in its **Application for Lodging Tax Funds** submitted to the Lodging Tax Advisory Committee, attached hereto as **Exhibit "A"** which is attached hereto and incorporated herein by this reference.
- b. Except as otherwise specifically provided in this Agreement, Contractor shall furnish the following as required to perform the services, described in Paragraph (a) above, in accordance with this Agreement: Personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed, or required to be performed, by Contractor under this Agreement are collectively referred to herein as "Services."
- c. Contractor shall commence, perform and complete such Services in accordance with **Exhibit "B"** which is attached hereto and incorporated herein by this reference.

Section 2. Payment.

- a. As full compensation for satisfactory performance of the Contractor's Services, the County agrees to pay Contractor the sum of two thousand dollars (\$2,000.00).
- b. Additional payment terms: The County will make payment to the Contractor only on a reimbursement basis, as receipts/invoices for any items including marketing and/or advertising are submitted to the County, not to exceed the sum of two thousand dollars (\$2,000.00).
- c. Services/Expenses that are reimbursed must be dated during the current year and final date to submit reimbursements requests is January 15, after this date funds lapse.
- d. Requests for reimbursements must be submitted to:
Kittitas County Auditor
Attn: Auditor's Accounting
205 West 5th Ave – Suite 105

Ellensburg, WA 98926

auditorsaccounting@co.kittitas.wa.us

- e. Reporting requirements of your events will be required on prescribed forms from the County Auditor.
- f. Contractor is eligible to claim reimbursement for the following items and amounts only:
 - TV Advertising
 - Social Media
 - Radio Advertising
 - Print Newspapers and Magazines
 - Posters
 - Post Cards
- g. Contractor is not eligible to claim reimbursement for any items not listed in Section 2 (f) and is further expressly denied funding for the following items as requested in the application as defined in Section 1(a): N/A
- h. Contractors requesting reimbursement for event-specific expenses shall submit all claims as no more than two reimbursement requests with supporting documentation.
- i. ** Contractors must complete the Lodging Tax Reimbursement online training course provided by the County Auditor's office prior to filing reimbursement claim. Requests for reimbursement will not be accepted by the County Auditor prior to the training being completed. The training may be found online at the Kittitas County Auditor's website at the following address: <http://www.co.kittitas.wa.us/auditor/default.aspx>

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Section 3. Performance by Contractor.

- a. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of the County. Any such delegation or subcontracting without the County's prior written consent shall be voidable at the County's option.
- b. Contractor shall at all times be an independent contractor and not an agent or representative of the County with regard to performing the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of the County. In no event shall Contractor be authorized to enter into any Agreement or undertaking for or on behalf of the County. It is understood that the Contractor and the Contractor's staff and employees are not employees of the County and are not, therefore, entitled to any benefits provided employees of the County.
- c. Contractor shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now or hereafter in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon the County and applicable to Services). Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules, and orders required to be incorporated into agreements of this character are incorporated into this

- Agreement by this reference. Contractor agrees to obtain all required licenses and permits, and further agrees to keep them in full force and effect during the term of this Agreement.
- d. The County and the Contractor agree that in fulfilling the terms and conditions of this Agreement neither shall discriminate on the basis of race, creed, color, national origin, age, sex, marital status, or the presence of a physical, sensory, or mental handicap.
 - e. The Services shall at all times be subject to inspection by and approval of the County, but the County's making (or failure or delay in making) such inspection or approval shall not relieve Contractor of its responsibility to perform the Services in accord with this Agreement, notwithstanding the County's knowledge of defective or non-complying performance, or the substantiality or ease of discovering the same. Contractor shall provide the County with sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
 - f. This contract is subject to review by any Federal or State auditor. Contractor shall promptly furnish the County or its designee, or such Federal or State auditor with such information related to the Services as may be requested by the applicable governmental entity. Contractor shall preserve and maintain all financial records and records relating to performance of Services under this Agreement for six (6) years after contract termination. For such duration after the County makes final payment of compensation due hereunder, Contractor shall provide the County access to (and the County shall have the right to examine, audit and copy, with or without notice) all of Contractor's books, documents, papers and records related to the Services or this Agreement.
 - g. Contractor understands and acknowledges that Contractor is solely responsible for its own reporting and accounting of all state, federal, social security, and local taxes, of every nature, arising from Contractor's performance of this Agreement. All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accord with the applicable IRS regulations.

Section 4. Release, Indemnity, and Hold Harmless.

The County assumes no liability for the Contractor's actions under this Agreement. Contractor releases and shall defend, indemnify, and hold harmless the County, its officers and employees, agents, representatives, attorneys and/or volunteers, from and against all claims, costs, liabilities, damages, and expenses, (including, but not limited to, reasonable attorney fees) which arise or may arise or be alleged to arise out of or by reason of this Agreement including:

- Any fault, negligence, strict liability or product liability of Contractor in connection with the Services for this Agreement;
- Any lien asserted upon any property of the County in connection with the Services for this Agreement;
- Any failure of Contractor, or of the Services, to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority; or
- Any breach of or default under this Agreement by Contractor.

Section 5. Compliance with Public Records Law.

- a. In compliance with Washington's public records law, the County will retain copies of any documents associated with this Agreement, which may be required by law unless legally exempt from such retention, for any applicable legally required retention period.
- b. In the event a public records request is made to the County for documents created in relation to this Agreement, should legal uncertainty arise regarding the disclosability of any documents under federal or state public records laws, the County shall provide notice to Contractor pursuant to Washington's public records act, chapter 42.56 RCW, to allow Contractor to seek a court injunction.
- c. The County specifically shall not be liable to Contractor for the County's release under public records laws of any documents not protected by trademark, copyright or other law.

Section 6. Industrial Insurance Waiver.

With respect to performance of this Agreement and as to any claims against the County, its Additional Insureds, officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to Contractor's employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. **This waiver is mutually negotiated by the parties to this Agreement.**

Section 7. Insurance and Endorsements.

- a. The County may require through a request in writing that the Contractor provide the County with a certificate, binder, or policy of liability insurance, acceptable to the County in an amount specified by the County.
- b. Such liability insurance shall be such as will protect Contractor, its employees, agents and representatives, from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the Services or this Agreement, whether such performance is by Contractor or any of its employees, agents or representatives.
- c. Should the County require such liability insurance, the Contractor agrees to provide proof of insurance prior to commencing performance of this Agreement.
- d. Copies of the County's written request and the insurance documents provided by Contractor shall be attached to this Agreement and by this reference will be made part hereof.
- e. Where insurance is requested by the County, all liability insurance policies shall be endorsed to include the County as an Additional Insured and shall stipulate that the insurance afforded by the policies shall be primary insurance, and that any insurance, self-insured retention, deductibles, or risk retention trusts maintained or participated in by the Parties shall be excess and not contributory to any other insurance maintained by the County.

Contractor shall furnish the County a certificate of insurance with Endorsement as evidence that the required policies are in full force and effect.

Section 8. Termination.

The County may, by written notice thereof to Contractor, terminate this Agreement as to all or any portion of the Services not yet performed, whether or not Contractor is in breach or default. Upon receiving such notice of termination, Contractor shall, except as otherwise directed by the County, immediately stop performing the Services to the extent specified in the notice. In the event the County terminates the Contractor's Services, the Contractor is obligated and hereby agrees to refund to the County all monies paid for Services not yet rendered by the Contractor, if any, as of the date of the notice of termination.

Section 9. Miscellaneous.

- a. Contractor shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the County's prior written consent.
- b. This Agreement embodies the entire Agreement between the County and Contractor, and supersedes any and all prior oral or written communications, proposals, conditions, promises, representations, or understandings regarding the Services. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to the Agreement signed by both parties.
- c. Notice for any purpose under this Agreement, except service of process, shall be given by the Contractor to the Kittitas County Commissioners and the Kittitas County Auditor, 205 W. 5th Ave. Ste. 108, Ellensburg, WA 98926. For all purposes under this Agreement, any notice by the County to the Contractor shall be given to the Contractor's address provided on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid, certified mail, return receipt requested.
- d. The section and paragraph headings of this Agreement are for reference convenience only and are not intended to restrict, affect or be of any weight in interpreting or construing the provisions of such sections or paragraphs.
- e. This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- f. Contractor warrants to the County that the individual signing on Contractor's behalf has the requisite power and authority to enter into and to perform Contractor's obligations under this Agreement. Contractor further warrants to the County that Contractor has made no misrepresentation or misleading statement in connection with this Agreement, and is not in violation of any applicable law, ordinance, or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement.
- g. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or

applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

- h. The exclusive venue for any action brought to enforce this Agreement or any of its terms shall be in Kittitas County, State of Washington.

KITTITAS COUNTY

BOARD OF COUNTY COMMISSIONERS

Chair

Vice Chair

Commissioner

ATTEST: _____
_____, Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

CONTRACTOR

[Print Name]

[Address]

[Telephone]

CLTAC: Application for Lodging Tax Grant Funding

Grant Application Workshop - 2017 *

Did you attend the Grant Application Workshop - 2017 hosted by the Kittitas County Chamber of Commerce?

- ☐ Yes
☒ No

Submittal Instructions & General Information *

☒ Yes,

I have read and understand Submittal Instructions and General Information for the 2017 Lodging Tax Grant Funding Process

You are strongly encouraged to compose your responses to the questions of this form with a desktop text editor and save your work, then copy and paste the information into the form. You may also save a draft by selecting the button at the bottom of this page. When you do this you will be logged out and must log back in to continue. In order to save a draft you will need to provide an email address and a password. After completing the save draft, you will be redirected to landing page containing a link to log back into the form. We suggest you save this link as a bookmark. The link will also be sent to you in an email.

Organization Information



Name of Organization * John Ford Clymer Museum and Gallery

Organization Address * Street Address

416 N Pearl Street

Address Line 2

City

Ellensburg

Postal / Zip Code

98926

State / Province / Region

WA

Country

USA

Website www.clymermuseum.org

Federal Tax ID # * 91-1470664

UBI # * 601-211-240

Organization is a: *

- ☐ Government Entity
☒ 501(c)3
☐ 501(c)4
☐ 501(c)6
☐ Other

(Note: you must submit 501(c)3, 501(c)4, or 501(c)6 approval documentation.)

[Click here to view sample documents \(redacted\).](#)

Upload Proof of Articles of Incorporation.pdf

3.02MB

Organization Status * Certificate of incorporation.pdf

360.04KB

Acceptable file formats include: JPG, PDF or TIFF.

Contact Information



First Name * Jami-Lynn

Last Name* Tate
Phone Number* 509-962-6422
Email* director@clymermuseum.org

Project or Event Information



Project/Event Name* John Ford Clymer Museum and Gallery Promotion

Event Dates

Please provide any specific dates, or range of dates, on which your event or project will be held. You may add as many dates or date ranges as necessary.

Start Dates* End Dates
1/1/2018 12/31/2018

Project/Event Location* 416 N Pearl Street, Ellensburg, WA

New or Ongoing Project/Event?*
☒ Ongoing Project/Event (More than four years in existence)
☐ New Project/Event (Four or fewer years in existence)

Amount of Funding Requested* \$ -12000.00
If you selected "Ongoing Project/Event" above this amount may not exceed 10% of the total expense budget of this project.

Tourism Seasons* From the list below, what season will your project enhance tourism? Select any which apply.
☒ Year-round (January - December)
☐ Off Season (November - February)
☐ Shoulder Season (October or March - May)
☐ High Season (June - September)

Application Questions: Part 1



Please answer each question completely, in the order listed. Please include any supporting data within the response narrative.

1| Project/Event Description

Please provide a description of your project/event and identify the specific tourism audience/market that your organization will target with these funds. **You must include an itemized list of exactly how any grant funds awarded will be utilized.**

Response 1:
Project/Event
Description *

1. Event Project description

The John Ford Clymer Museum and Gallery provides a year round Western and Americana art experience for both local and out of region visitors. John Clymer was an Ellensburg native whose professional art career spanned over sixty years. He painted a wide range of subjects including a series on Lewis and Clark, over fifty Saturday Evening Post covers, hundreds of illustrations, and scores of original oil paintings. He has an international reputation and that reputation leads people from around the country (and the world) to seek out his work by visiting our Museum and Ellensburg. In addition to Clymer's work, the Museum features a rotating series of other artists whose work is similar in theme to Clymer's.

The specific tourism audience we will target are people who appreciate Clymer's work, western art in general, and Americana art. We will target people out of the area in Western Washington counties particularly, along with all other counties in Washington. We reach out of state tourists through advertisements in art magazines and other publicity. Given Clymer's reputation, reaching these people will increase the number who visit Ellensburg.

Itemized list of awarded grant funds.

TV 40%

Social media 20%

Radio 10%

Print – Newspapers and Magazines 15%

Posters 5%

Post Cards 10%

2500 character limit

List of Intended Use of Funds *

TV 40%

Social Media 20%

NPR Radio 10%

Print Newspapers and Magazines 15%

Posters 5%

Post Cards 10%

2| Projections of Increased Tourism

Please provide the following estimates of how any money received will result in increases in the number of people traveling for business or pleasure on a trip:

1. Away from their place of residence or business and staying overnight in paid accommodations;
2. To a place fifty miles or more away from their place of residence or business for the day or staying overnight;
3. or from another country or state outside of their place of residence or business.

You must provide the evidence utilized in determining your projections.

Response 2.1:
Projection *

1. Away from their place of residence or business and staying overnight in paid accommodations;
The advertising dollars will target families and professionals from out of the county and state by encouraging visits to the Museum, promoting local events such as First Friday Art Walk, Jazz in the Valley, Brew Fest, and all other community events. Our goal is to use the funds to promote both the Clymer Museum and the local community. We want to encourage out of area groups to come to Ellensburg for meetings and conferences. The Clymer Museum has hosted five different groups for meetings within the Museum and our goal is to increase that number. The Museum is a very good venue for meetings up to about fifty people. We want to enhance that usage.
2500 character limit

Response 2.1:
Evidence *

Evidence: We gather as much information as we can on our visitors including numbers of people who come in the door, zipcodes, email addresses (when possible), and other information. We gather attendance statistics for specific events such as First Friday Art Walk, Brew Fest, Jazz in the Valley, and other events. We also gather evidence about where the dollars allocated are spent so that we know our advertising dollars are reaching the target audiences.
2500 character limit

Response 2.2:
Projection *

2. To a place fifty miles or more away from their place of residence or business for the day or staying overnight;
We have begun relationships with other art museums in the State of Washington such as the Seattle Art Museum, the Tacoma Art Museum (which has an extensive western art collection), and other art facilities around the state. As these relationships are developed, we will increase the number of people who will visit our Museum and Ellensburg.
2500 character limit

Response 2.2:
Evidence *

We gather as much information as we can on our visitors including numbers of people who come in the door, zipcodes, email addresses (when possible), and other information. We gather attendance statistics for specific events such as First Friday Art Walk, Brew Fest, Jazz in the Valley, and other events. Through gathering zip codes numbers, we will know exactly where our visitors come from.
2500 character limit

Response 2.3:
Projection *

3. or from another country or state outside of their place of residence or business.
John Clymer is a very well known artist, and his work is in many museums around the country, particularly in Wyoming, Arizona, and Oklahoma. By targeting these areas which are well beyond 50 miles, we stand an excellent chance of bringing visitors here for overnight stays. We want to make sure that individuals and families who already know John Clymer are aware of what we have to offer, and we want to acquaint new people in these locations with John Clymer and what our Museum has to offer.
2500 character limit

Response 2.3:
Evidence *

Please see evidence statements above. We will follow the same tactics in this area.
2500 character limit

Application Questions: Part 2



3| Measuring Results

What tools will you use to measure your event's impact on tourism? Please be specific and provide examples. Include the following information:

- A. Is your project/event year-round or is it seasonal or date-specific? Go to definitions of terms.
- B. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?
- C. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?

Response 3:

Measuring Results *

What tools will you use to measure your event's impact on tourism? Please be specific and provide examples.

Based on our visitor information collected and compiled from last year, the Clymer Museum hosted over twenty thousand visitors. About 55% were from Kittitas County. Approximately 30% were from other counties in Washington, 6% were from outside the US, and the remainder were from other states in the US.

We will continue to gather demographic information about our visitors so analyze visitation patterns. We can correlate the number of visitors from out of the area with the amount of dollars spent in that area. That will give us an excellent indication of the effect of our advertising.

2500 character limit

Response 3 A:

Measuring Results *

A. Is your project/event year-round or is it seasonal or date-specific?

☒ Year Round
 ☐ Seasonal
 ☐ Date Specific

Your selection here should be supported by the dates you provided above, in the Project or Event Information section.

Response 3 B:

Measuring Results *

B. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?

We will ensure that we will continue to follow county guidelines and contracts ensuring that 100% of all advertising strategies are distributed to out of county markets. Tools we will use include social media campaigns and advertising, improving our ticket sales to special events, capturing zip codes, gathering email and address data, and run specials and contests in collaboration with county-wide events.

Of particular importance is to coordinate with other city and county events so that we can promote both the Clymer and those events at the same time. All of our efforts in advertising and marketing will follow this strategy.

Our efforts and placement of advertising will be in media outside the county with a focus on the areas we have identified earlier.

2500 character limit

Response 3 C:

Measuring Results *

C. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?

As noted above, promoting both the Clymer and county events is one of our core strategies. We will include current and updated links to the Kittitas County Chamber of Commerce, links to the County Tourism website, and a live link to the Tribune Visitor's Guide. We will include Kittitas county approved logos on all advertising.

We see the success of the Clymer as tied very closely to the success of the county and all other tourism focused businesses in the county.

2500 character limit

Application Questions: Part 3



4| Collaboration

If your organization collaborates or has created partnerships with other organizations, groups, or other events, how is this accomplished?

Collaboration*

Currently the Museum supports partnerships and collaboration with the Ellensburg Rodeo Hall of fame, 4-H, Spirit of the West, Gallery One, Ellensburg Downtown Association, Washington State Arts Commission, Revitalize Washington, Kittitas Country Chamber of Commerce, Kittitas County Fair, Jazz in the Valley, Ellensburg Arts Commission, Spirit Therapeutic Riding Center, Central Washington University, and other organizations.

We work with each organization in specific and unique ways. For example, our collaboration with the Ellensburg Rodeo Hall of Fame include shared storage space, shared exhibit space, and shared events. We work with the FISH Food Bank each summer to provide art for the children's free summer lunch program. We are a venue for Jazz in the Valley and Brew Fest. We open our facility to many different community and state organizations for meetings and social events.

We take pride in our contributions to other county organizations and our place in the community.

2500 character limit

5| Future Plans

Please explain what plans exist to allow this project to become self-sustaining. Include any plans for ticket sales, event sponsors, and other cost-recovery models.

Future Plans*

The Museum is actively engaged in developing a business model and cost assessment for the redevelopment and restoration of the upstairs ballroom and office spaces. Progress will be made if the State Capital budget is approved as we have a \$247,000 grant in that budget to develop the upstairs. This will help a great deal in bringing financial stability to the Museum. Our partnership with the Ellensburg Rodeo Hall of Fame brings in monthly income that contributes to sustaining the Museum.

As a private non-profit organization, funding is always an issue. However, we are working to ensure a consistent flow of funds to keep the Museum viable.

We will continue to hold our own fundraisers each year such as our major fundraiser in the Fall, Rendezvous. This event, and other fundraisers, do much to sustain the Museum throughout the year. We will do everything we can to develop funding for the Museum.

The funds provided through this grant greatly assist in helping us meet our goals.

2500 character limit

Application Questions: Part 4



6| Additional Information

Provide any additional information which will assist the Lodging Tax Advisory Committee in evaluating your project and its benefit to tourism.

Additional Information

It is our impression that Kittitas County is becoming more of a destination for tourists. Through efforts of organizations such as the Kittitas County Chamber of Commerce and others, word of the attractions here is spreading. The Clymer Museum and Gallery is also making extra efforts to spread our reputation outside the valley. As we work with the Chamber and other local events, we will do all we can to promote the Museum and the County as an attractive destination for visitors from around the country and the world.

2500 character limit

Supporting Documents You may upload any supporting documents such as graphs, images, diagrams, marketing materials, etc.
Clymer Newsletter November 2016.pdf 3.13MB
You are allowed to submit up to 3 single page (US Letter) documents in JPG, PDF or TIFF format

7| Previous Lodging Tax Grant Information

Previous Years Has your event received Lodging Tax funds in previous years?
Awarded Lodging Tax Grants * ☐ No, this event/project has not previously received Lodging Tax Funding.
☐ Yes, 1 year previous
☐ Yes, 2 years previous
☒ Yes, 3 or more years previous

How many participants and spectators attended last year's activity and/or will attend this year?

Prior Year *	Projected *
22,345	25,000

How many days did/will your event occur?

Prior Year *	Projected *
365	365

How many paid overnight stays were and/or will be booked as a result of your project/event?

Prior Year *	Projected *
52	70

Paid Overnights' Data Support

Explain how the room nights data above from the prior year was collected and how the projection for the next year is derived. (For example, if there was a survey conducted for the prior year, explain the methodology. For the projections, what are they based upon and how is that basis justified?)

Prior Year Paid Overnight's Stay Response * Since we do not have a direct way of counting the number of nights that visitors stayed in Ellensburg, we need to estimate from the number of visitors we have that from out of the area. According to the data we do have, we believe we had 27 visitors from out of the country, and based on the percentage of out of state visitors, we estimate that 43 rooms may have been booked as a result of visiting the Museum.
2500 character limit.

Prior Year Paid Overnight Stay Data In addition to field above, you may upload the evidence to support the prior years' room/night information.
You may upload up to three single pages (US Letter), of information. If you a single multi-page document, only the first three pages will be considered. The following formats, will be accepted: JPG, PDF or TIFF

Application Questions: Part 5



8| Funding

Does your organization have, or have you applied for, grant funding from other sources? If not, why not? If yes, please list the funding you have for the project, including any volunteer and in-kind sources in **Question 9| Project Budget Overview**.

Funding sources and amounts which have not yet been secured will be listed separately, in the field(s) directly below.

Finally, what changes would occur if the project couldn't be funded?

Other Funding *

Does your organization have, or have you applied for funding from other sources?

☒ Yes

☐ No

Funding for which you have applied but not yet secured

Funding Source

Amount

Washington State Capital Budget

\$ 250,000.00

Funding Shortfalls *

What changes would occur if the project couldn't be funded?

We would need to significantly reduce programming and events that we count on to introduce out of town visitors to our downtown and surrounding county.

Each guest that walks through our museum and gallery depends on our advice about the best hotels in town, where to eat, art exhibits and events going in our area.

With each day that we would be forced to eliminate events or programming because of lack of funding we would be turning away potential visitor dollars that would directly effect the daily revenues of tourist dollars for our county.

2500 character limit.

Matching Funds

-375.00

Percentage

%

This field will auto fill with the correct percentage based on your input to budget section below.

9| Project Budget Overview

Please complete budget for this project/proposal. If your agency operates independently of this project application it may not be necessary to submit the entire agency budget. **You must submit a budget which specifically pertains to the project/event for which you are requesting funding and adheres to the basic budget format shown below.**

The budget must include anticipated revenues, expenditures, and any potential profit or loss. For projects/events which are ongoing for more than one (1) year, please also submit actuals from the previous three (3) years of operations (need not be consecutive) for the project/proposal if applicable.

For any claimed in-kind contributions valued at \$500 or more and related to marketing/advertising, you must submit verifying documentation which assures the contribution will be provided. For instance, if you are claiming in-kind contributions in the form of advertising match, a binding contract itemizing the matching value and obligating each party must be provided.

ATTENTION: In an effort to allow an adequate level of flexibility for all applicants, not all fields in the budget portion are required to be filled before this form is submitted. **Providing all applicable data is your responsibility, failure to do so will potentially jeopardize your application's chance for review.**

Verification of In-kind Contributions

For any claimed in-kind contributions valued at \$500 or more and related to marketing/advertising, you must submit verifying documentation which assures the contribution will be provided.

Budget Year

Edit if necessary

2015

2016

2017

2018

Revenues From Consolidated Lodging Tax Grant

	Past Actual 3	Past Actual 2	Past Actual 1	Projected
LTAC Grant Funding	\$ 10,000.00	\$ 7,200.00	\$ 9,500.00	\$ -12,000.00
All Other Revenues				
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Fundraising	\$ 24295.39	\$ 25198.16	\$ 21037.40	\$ 25000.00
In-Kind Contributions				
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
	\$ 25000.00	\$ 26160.00	\$ 17660.00	\$ 20000.00
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Revenue Totals	\$ 59295.39	\$ 58558.16	\$ 48197.40	\$ 33000.00
Expenses				
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Exhibit Expense	\$ 15498.34	\$ 15680.83	\$ 19215.27	\$ 20000.00
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Expense Totals	\$ 15498.34	\$ 15680.83	\$ 19215.27	\$ 20000.00
Profit & Loss				
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
	\$ 43797.05	\$ 42877.33	\$ 28982.13	\$ 13000.00

Application Certification



The applicant here certifies and affirms: 1. That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, military status, sexual orientation, creed, place of birth, or disability; 2. That it will abide by all relevant local, state and federal laws and regulations and; 3. That it has read the information contained in the Instructions on pages 1 and 2 and understands and will comply with all provisions thereof.

Certified by: *

Phil Backlund

Name *

Phil Backlund

Applicant's Title *

Board Immediate Past President

601 211 240

FILED

NOV - 3 1989

SECRETARY OF STATE
STATE OF WASHINGTON

ARTICLES OF INCORPORATION
OF
THE CLYMER FOUNDATION

The undersigned, being over the age of twenty-one (21) years, for the purpose of forming a non-profit corporation under the provisions of Chapter 24.03 of the Revised Code of the State of Washington, hereby adopts the following Articles of Incorporation.

ARTICLE I

INTRODUCTION

1.01 Name. The name of this Corporation shall be THE CLYMER FOUNDATION.

1.02 Duration. The duration of this Corporation shall be perpetual.

1.03 Registered Office. The location of the initial registered office of this Corporation is 201 W. Seventh, P.O. Box 1088, Ellensburg, Washington 98926.

1.04 Registered Agent. The initial registered agent of this corporation at such address is John P. Winbauer.

ARTICLE II

PURPOSES

2.01 Generally. This Corporation is organized, and at all times hereafter shall be operated, exclusively for charitable, cultural or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code 1954, as amended, and at all times hereafter be operated as a non-profit corporation under the laws of the State of Washington.

ARTICLE III

POWERS

3.01 Powers. This Corporation shall have such powers as are granted by law, including those powers now set forth in RCW 24.03.035 as the same now exist or may hereafter be amended; provided, however, that such powers shall be exercised solely in furtherance of the purposes specified in Article II above and this Corporation shall have no

J. Steven Lathrop
Attorney at Law, P.S.
Post Office Box 1088
201 West Seventh Avenue
Ellensburg, Washington 98926
(509) 925-8916

authority to engage in any activity other than those activities which support or benefit the general public.

3.02 Non-Profit. The powers and purposes of this Corporation shall be so construed and limited at all times as to enable this Corporation to qualify as a non-profit corporation under the provisions of Chapter 24.03, Revised Code of Washington, as the same now exist or may hereafter be amended.

ARTICLE IV

DIRECTORS

4.01 Number and Qualifications. The management and administration of the affairs of this Corporation shall be vested in a Board of Directors consisting of not less than eleven (11) nor more than twenty-five (25), a majority of whom shall be appointed by the Clymer Museum Committee and the remainder of whom shall be appointed in the manner provided in the Bylaws. The number, qualifications, terms of office, manner of election, time and place of meeting and the powers and duties of Directors shall be as prescribed in the Bylaws of the Corporation.

4.02 Initial Directors. There shall be fifteen (15) members of the initial Board of Directors consisting of a group of persons appointed by the Clymer Museum Committee. The names and address of the initial Board of Directors are as follows:

- | | |
|--|--|
| 1. Arlein Anderson
Route 6 Box 685
Ellensburg, WA 98926 | 2. Helen Anderson
P.O. Box 156
Thorp, WA 98946 |
| 3. Loretta Broughton
500 East Cherry Lane
Ellensburg, WA 98926 | 4. Larry Danton
2306 Brick Road
Ellensburg, WA 98926 |
| 5. Marilyn Fairchild
109 East Sixth
Ellensburg, WA 98926 | 6. Joe Fitterer
1706 East Capitol
Ellensburg, WA 98926 |
| 7. Darwin Goodey
509 N. Willow
Ellensburg, WA 98926 | 8. Mary Hyder
510 S. Willow
Ellensburg, WA 98926 |

9. Marilyn Krueger
Route 3 Box 180
Ellensburg, WA 98926

10. Jan Ludtka
Route 4 Box 184
Ellensburg, WA 98926

11. Ike Purdy
P.O. Box 937
Ellensburg, WA 98926

12. Loni Rahm
1109 E. Capitol
P.O. Box 144
Ellensburg, WA 98926

13. Bill Schmidt
Route 5 Box 2070
Ellensburg, WA 98926

14. Len Thayer
500 East Cherry Lane
Ellensburg, WA 98926

15. Gerry Williams
P.O. Box 36
Ellensburg, WA 98926

ARTICLE V

DISSOLUTION

5.01 Method. The dissolution of the Corporation shall be conducted in accordance with and be governed by the provisions of RCW 24.03.220 et. seq. as now or hereafter specified, with the precise details thereof to be as specified in the Bylaws of the Corporation.

5.02 Distribution. In the event of the termination, dissolution or winding up of this Corporation for any reason whatsoever, its remaining assets, if any, shall be distributed to a local non-profit organization or United Way of Kittitas County as decided by majority vote of the Board of Directors or to such other organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code 1954, as amended, as the Board of Directors may direct.

ARTICLE VI

INTERNAL REVENUE CODE PROVISIONS

6.01 Net Earnings; Activities. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, trustees or officers, but the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes

set forth in Article II hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

6.02 Prohibited Activities. Notwithstanding any other provisions of the Articles of Incorporation, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code 1954, as amended.

6.03 Intent. This Corporation is intended to be an organization which is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code 1954, as amended. All terms and provisions of these Articles and all operations of this Corporation shall be construed, applied and carried out in accordance with such intent.

ARTICLE VII

INCORPORATOR

7.01 The Incorporator of this Corporation is John P. Winbauer, who is over the age of twenty-one (21) years and whose address is 201 W. Seventh Avenue, P.O. Box 1088, Ellensburg, WA 98926.

ARTICLE VII

BY-LAWS

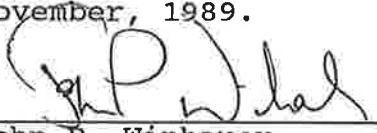
8.01 The Board of Directors of this Corporation shall have the sole power to adopt, alter, amend or repeal the Bylaws of this Corporation which may contain any provisions for regulation and management of the affairs of the Corporation not inconsistent with law of the Articles of Incorporation.

ARTICLE IX

AMENDMENTS

9.01 These Articles of Incorporation may be amended at any annual meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes, at which a quorum is present and upon the vote of a majority of the Directors present in person at such meeting.

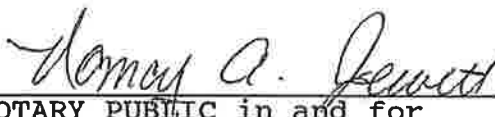
IN WITNESS WHEREOF this instrument has been executed in duplicate form, one copy for filing with the Secretary of State and one copy for the corporate records of this corporation, on this 1st day of November, 1989.


John P. Winbauer

STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that John P. Winbauer signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as the Incorporation of The Clymer Foundation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 1st day of November 1989.


NOTARY PUBLIC in and for
the State of Washington.
My appointment expires:
1-9-90



FOR YOUR INFORMATION

STATE of WASHINGTON SECRETARY of STATE

I, Ralph Munro, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

THE CLYMER FOUNDATION

a Washington

Non Profit

corporation. Articles of Incorporation were

filed for record in this office on the date indicated below:

U.B.I. Number: 601-211 240

Date: November 3, 1989



Given under my hand and the seal of the State of Washington, at Olympia, the State Capitol

Ralph Munro

Ralph Munro, Secretary of State

Newsletter

The Spirit



of America

HONOR THE PAST. BUILD THE FUTURE

THIS IS A GREAT TIME OF THE YEAR FOR THE COMMUNITY AND FOR OUR MUSEUM! FALL, THANKSGIVING, AND CHRISTMAS ALL MAKE FOR A SPECIAL TIME. THE PAST FEW WEEKS HAVE BEEN VERY EVENTFUL FOR US, AND WE WANTED TO SHARE OUR ACTIVITIES WITH YOU!

This is the next edition of a periodic newsletter from the Clymer Museum and Gallery!

November, 2016

November and December Show!

"New Northwest Masters" is the exhibit opening in the large gallery for the holiday season. It features three artists who share sensibilities in their techniques and style, yet are unique talents. They all paint in oil, and all have won numerous awards for their works. Mike Wise shares a truly Northwest view of the hidden beauty in the forest. Robert Krogle sends us his latest works, masterful vignettes in charcoal. Kyle Paliotto brings us some dreamlike landscapes and impressionistic livestock images. Please join us!

Visit our Gift Shop for some great gift idea for Christmas!!

Did you know that John F. Clymer painted fifty-two Saturday Evening Post covers? Second only to Normal Rockwell! Eight of the paintings were of Kittitas County scenes!

Opens First Friday November 4th, 2016 Thru December 31st

New Northwest Masters

JOHN FORD CLYMER MUSEUM & GALLERY Ellensburg ★ Washington presents

Robert Krogle
Mike Wise
Kyle Paliotto

& the Annual Clymer **miniatures** Small Works Show Opens Dec. 2nd

"I think it is the accumulation of all these experiences, the research and the old stories, the trips on the old trails to actual places, the visits to history museums, large and small, that make it possible to do pictures that are real and believable and have the feeling of the place and the time. I have always tried in both wildlife paintings and historical paintings to take the viewer to an actual place and make him feel he was really there."

John Clymer, An Artist's Rendezvous With The Frontier West, by W. Reed.

RENDEZVOUS!

We held our Fall fundraiser, Rendezvous and it was a great success! We held it in the newly renovated Elks event space, and approximately 200 people attended! This year, we had an OktoberFest theme complete with an ompah band from CWU—the were great! We want to thank Cascade Mountain Grilling (Shannon Berbe) for providing an excellent dinner of (what else?) German sausage. Iron Horse Brewery supplied as great German-style Kolsch beer. The Roller City girls were our bartenders. Our auctioneer, Gee Scott, helped us raise over \$15,000 (after expenses). Thank you to the members of the community who came and supported us!

NEW PARTNERSHIP!

We are very excited to announce a new partnership with the Ellensburg Rodeo Hall of Fame! They will be renting storage space in our upstairs and display space in our Gallery. We hope this is the beginning of a long and fruitful partnership. Our long term goal in working with ERHOF and ideally other western-themed groups is to turn our upstairs into a Western Heritage Center that serves the community by honoring the past and building for the future!

UPSTAIRS UPDATE

Speaking of the upstairs, we are close to beginning the work on refurbishing the offices upstairs! There are ten offices and a conference room that we plan on bringing back into service both for the Museum and the Community. Work could start as early as later this month! We are excited about it

FIRST FRIDAY COFFEE CLUB

On October 7th, we hosted the Friday Morning Coffee Club at the Museum. About thirty young business people came to the Museum, had coffee, learned about the Museum, and toured the upstairs. It was great to host the group!

HALLOWEEN!

Halloween! The Community and the Chamber did a great job with Monday's downtown Halloween Event. We had 2773 people come through our doors! We were handing out candy as fast as we could! Great evening.

NOTES FROM THE EXECUTIVE DIRECTOR

We are proud to announce partnerships with the following organizations to enhance relationships in and around Kittitas County:

*Cascade Association of Museums & History
Upper Columbia Association of Museums
Washington State Museum Association*

Supporting The Department of Archaeology and Historic Preservation by agreeing to host (in partnership with Carolyn Honeycutt and the Downtown Association) the 2017 Revitalize Washington Conference. Conference will be held April 23-26, 2017 and we will be a venue location.

Grants written on the waiting for results include:

*Hotel Motel Tax
Ellensburg Art Commission
2017 Local Community Project Information Form*

Dates to Remember:

- *First Friday, November 4, 2016, 5-7pm Become a Member and receive 20% off of your entire gift-shop purchase (excluding consignment and exhibit inventory).*
- *Black Friday, November 25, 2016 11am-5pm 10% off all ornaments if you wear plaid that day*
- *First Friday, December 02, 2016, 5-7pm Become a Member and receive 20% Off of your entire gift shop purchase (excluding consignment and exhibit inventory).*
- *Girl's Night Out December 08, 2016, 5-9pm Featured Vendors Stella and Dot DoTerra Essential Oils, Ellensburg Naturals, Rill's Natural Soups and many more with support from CWU Women in Business club.*
- *WinterHop Brewfest January 21, 2016 12:00-5:00pm*
- *John Ford Clymer Birthday Celebration Bash the last week of January 2017.*

***Holiday Hours:** Monday - Friday 11-5; Saturday 11-4; Sunday 12-4
CLOSED December 24 & December 25, 2016*

ReOpen Regular Business Hours Monday, January 16, 2017.

*M-F 11-5
SAT 11-3*

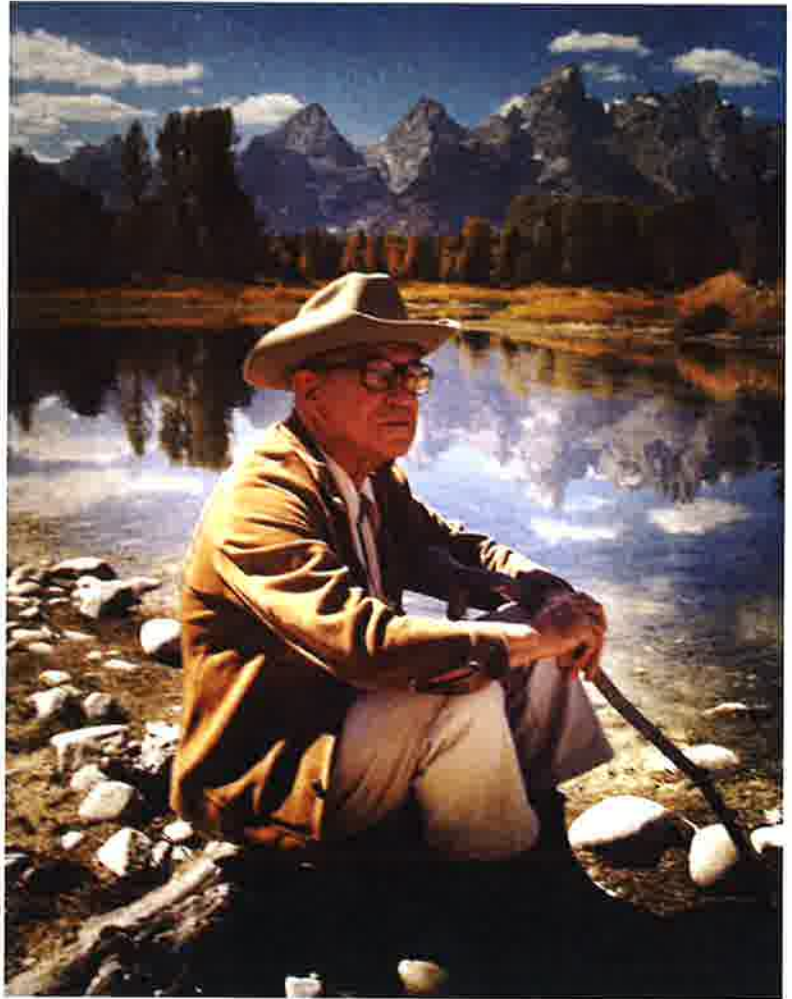
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JOIN OUR BOARD!

The future of the John F. Clymer Museum and Gallery is bright! Join our board and help guide the Clymer Museum and Gallery as we develop the upstairs and continue to be a positive factor in the Ellensburg Community.

JOHN'S BIRTHDAY!!

In the second half of January, we will be celebrating John's birthday with special displays and commemorations devoted to his life and work. We will send out more information after the New Year's!!



JOHN FORD CLYMER MUSEUM AND GALLERY
416 N PEARL STREET
ELLENSBURG, WA 98926
509-962-6422
director@clymersmuseum.org

Exhibit "B"

Guidelines and Requirements for Advertising Expenditures of Lodging Tax

Section 1. Branding

Contractors who have been approved to utilize grant awards for advertising expenditures must incorporate Kittitas County and the appropriate City of Cle Elum, Ellensburg, or Roslyn tourism information as follows:

A. Websites and Social Media Sites must include the County's and appropriate City's tourism website logo with an operational link to the site(s). The logo must be displayed on the contractor's home page; it must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

B. Print Advertising and Online Display Advertising of all types (including but not limited to newspaper, periodicals, flyers, posters, billboards, direct mail, e-newsletters, third-party websites, streaming displays, etc.) must include the County's and appropriate City's tourism website logo. The logo must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

C. Video Advertising of all types (including but not limited to television, online, electronic kiosks, motion billboards, etc.) must include the County's and appropriate City's tourism website logo. The logo must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

All logos and website information may be obtained by contacting the Director of Tourism, Kittitas County Chamber of Commerce.

Section 2. Advertising Reimbursements

Contractors seeking reimbursement from Lodging Tax Funds for advertising expenditures must adhere to the following guidelines and requirements for each type of advertising media utilized.

A. Print Advertising:

1. Print advertising placed with any media provider which operates exclusively outside of Kittitas County may be reimbursed at 100% of the cost, including any production costs. To operate exclusively outside of Kittitas County, the provider must not be physically located in the County and/or not distribute any media within the County.
2. Print advertising placed with any media provider which operates inside Kittitas County may be reimbursed as follows:
 - a. For date-specific events, advertising the day of the event and up to 10 days prior to the event may be reimbursed at 100% of the cost, including any production costs.

b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 A, (2)(a) above, advertising reimbursement requests must include a statement from the media provider specifying the percentage distribution to areas outside of Kittitas County. Reimbursements will be allowed for the amount distributed outside of Kittitas County, including any production costs.

B. Television Advertising:

1. Television advertising placed with any media provider outside the Yakima/Kittitas DMA will be reimbursed at 100% of the cost, including any production cost.
2. Television advertising placed with any media provider inside the Yakima /Kittitas DMA will be reimbursed as follows:
 - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production costs.
 - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 B, 2(a) above, advertising may be reimbursed at the rate of 70% of the total cost, including any production costs.

C. Online Advertising:

1. Online advertising and promotion may be reimbursed at 100% of the cost, including any production cost.
2. Streamed media (radio, television, other) requests for reimbursement must include a statement from the media provider specifying the percentage of recipients which are outside of Kittitas County. Reimbursements will be allowed for the percentage distributed outside of Kittitas County, including any production costs.

D. Direct Mail:

1. Direct mail advertising may be reimbursed at 100% of the cost, including any production cost, for each item mailed or shipped to a destination outside of Kittitas County. In order to receive reimbursement, a list of the addresses and a signed statement from the contractor that the list is accurate, or other proof of delivery, must be provided along with other required documentation.

E. Flyers/Posters:

1. Flyers or posters which are placed outside of Kittitas County may be reimbursed at 100% of the cost, including any production cost. In order to receive reimbursement, a list of the locations where flyers or posters were posted outside of Kittitas County, a signed statement from the contractor that the list is accurate and a copy of the poster/flyer must be provided along with other required documentation.

F. Radio Advertising:

1. Radio advertising placed with any media provider located outside of Kittitas County may be reimbursed at 100% of the cost, including any production cost.

2. Radio advertising placed with any media provider located inside of Kittitas County may be reimbursed as follows:

a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production cost.

b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 F, 2(a) above, advertising may be reimbursed at the rate of 30% of the total cost, including any production costs.