

**2017 LODGING TAX SERVICES AGREEMENT
BETWEEN KITTITAS COUNTY AND KITTITAS COUNTY CHAMBER OF COMMERCE-BIKE
TOURISM MAP**

This Contract, effective January 1, 2017 is made and entered into by and between KITTITAS COUNTY ("County"), a subdivision of the State of Washington, and the Kittitas County Chamber of Commerce ("Contractor") for the Bike Tourism Map.

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 four thousand dollars (\$4,000.00)-requires 50% distribution outside of Kittitas County.
- 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 four thousand dollars (\$4,000.00)-requires 50% distribution outside of Kittitas County.
- 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 only:
 - Design concept & production
 - Web-based map production & maintenance for one year
 - Map printing
 - Map distributing-**50% required distribution outside of Kittitas County**
- 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>**

****new**

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

2/7/17

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

CONTRACTOR

[Print Name]

[Address]

[Telephone]

Submission Checklist

For office use only

Please mark "yes" or "no" to each criteria below:

Yes No
☒ ☐

Applicant filled out the proper application version for this grant cycle.

☒ ☐

Applicant answered each question.

☒ ☐

A budget is attached which includes revenues, expenses and anticipated profit or loss (plus previous 3 years actuals for ongoing projects/events). *New*

☒ ☐

The applicant has signed and dated the certification statement required in item 10 of the application.

☒ ☐

The application was submitted on time.

☒ ☐

Proof of non-profit status is included (if applicable).

Please date stamp the application and initial.

DM



Request for Proposals

2017 Lodging Tax Fund

Submission Deadline: Friday, September 30, 2016

Kittitas County Commissioners
205 W 5th Avenue, Suite 108, Ellensburg, WA 98926
509-962-7508

BIKE
MAP

2017 Lodging Tax Funds – General Information

Various municipalities within Kittitas County impose a lodging tax assessed on the sale or charge made for furnishings of lodging according to RCW 67.28.180 and RCW 67.28.181. In accordance with the tax and Washington State Law, Lodging Tax Advisory Committees may also be established by various jurisdictions. The committees' purpose is to advise and recommend to the legislative authority of the city or county how excise taxes on lodging should be allocated to support tourism which in turn generates revenue.

Uses According to Law:

According to State Statute and the interlocal agreement between the Kittitas County and the Cities of Cle Elum, Ellensburg, and Roslyn, funds awarded under this process may be used for the following:

1. Tourism marketing;
2. The marketing and operations of special events and festivals designed to attract tourists;
3. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C Sec. 501 (c) (3) and 26 U.S.C. Sec. 501 (c) (6) of the internal revenue code of 1986, as amended.

Definitions included in state law which should be considered in any application requesting funding include:

- (1) **Tourism** means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- (2) **Tourism promotion** means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing or the operation of special events and festivals designated to attract tourists.
- (3) **Tourism-related facility** means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a) (i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501 (c) (3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501 (c) (6) of the federal internal revenue code of 1986, as amended, a business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities.

Review Process:

Cle Elum, Roslyn, Ellensburg, and Kittitas County have all agreed to collaborate in review of grant applications and awarding lodging tax funds for special events and festivals. Each municipality's committee or designees will review all complete applications, score them based on the information provided by the application, rank the applications, recommend any funding

awards, and forward the score sheets, ranking, and funding recommendations to Kittitas County.

County staff will compile the score sheets, rankings, and funding recommendations for further consideration by a county-wide Lodging Tax Advisory Committee (LTAC). The county-wide LTAC will be comprised of an equal number of members from each participating jurisdiction. The county-wide LTAC will receive the scoring, ranking, and recommendations list and will conduct a public meeting where each applicant which received a funding recommendation will have the opportunity to present their application and answer questions. The county-wide LTAC will publicly deliberate on the applications and the list to produce a final recommendation which will be forwarded to each participating jurisdiction's legislative authority for final action.

Scoring sheets which determine the overall ranking of applications are included in this packet for your reference and information. **Applications which do not receive an average minimum score of at least 50 points or who do not follow the submission instructions will not be eligible for funding.**

Local Policy on Disallowed Uses:

The Lodging Tax Advisory Committees have determined that certain types of activities are not eligible for funding awards even if they may be tourism related. These include anything affiliated with the following: prizes for contestants, resale items, food and drink, beautification, fundraising, and membership drives. This list should not be considered comprehensive and all funding recommendation decisions are at the discretion of the committees and subject to change by majority opinion.

Application Definitions:

Below is a list of terms and phrases which have specific meaning within this application. It may be helpful for you to review these as you prepare responses so that you have a better understanding of the reviewers' expectations.

Date-specific is an event or project which occurs over less than one month.

Matching Funds is the amount of funding your organization is contributing to the project or event. This includes both direct and indirect fund support. Direct funds can be in the form of cash funding from your organization or funding secured from elsewhere but dedicated to the project or event such as other grants, loans, donations, etc. Indirect funding support includes in-kind support like labor, volunteer support, supplies, and services which directly relate to the project or event, including those provided by your organization and others.

New Projects/Events are projects/events which are in the first four years of existence. For example, a proposal for a barbeque competition which is in its third year would be defined as a new project/event. Likewise, a project by an existing museum which expands its current offerings, or a specific new strategy for appealing to a different target market that is in its first year, would be considered a new project. Ongoing general marketing and advertising campaigns or general operational support requests for organizations/event which have existed for longer than four years are not defined as a new project/event.

Ongoing Projects/Events are defined as projects/events that have been established for more than four years. Applications that qualify under this definition may be awarded up to 10% of the project's/event's expense budget.

Partnerships are agreements between events/organizations/groups which enhance the overall project/event by providing additional value-added benefits or opportunities for attendees as well as the participating partners. For instance, as part of your event, you may have partnered with a local hotel or campground for a special group rate for overnight attendees. You may have also partnered with a local restaurant to provide a special meal discount or drink offer. You may have also agreed to refer your attendees to another event simultaneously occurring in another part of the county.

Project Budget is a written description of the complete budget for your project or event. It must include anticipated revenues, expenses, and any potential profit or loss.

Seasonal means a project or event which operates at least 1 month and up to 6 months, and during at least 2 seasons (Spring, Summer, Fall, Winter).

Self-Sustaining is being able to provide for your own needs without the assistance of grant funds.

Supports County as a Tourism Destination means including strategies within your proposal which will assist in attracting tourists to our County during times of the year other than for your project/event alone. This may include cross-promotion agreements with other projects/events, it may include active marketing of other projects/events at your project/event, it may include referring attendees directly to other tourist opportunities in the County, etc.

Year-round means a project or event is ongoing and actively working to attract tourists for at least 6 months, and at least 3 seasons (Spring, Summer, Fall, Winter).

SUBMITTAL INSTRUCTIONS

Please return **ONE COPY** of the entire original application (including the cover sheet and instructions sheets) and answers to narrative questions to:

Kittitas County Commissioners
Attn: Lodging Tax Grant Application
205 West 5th Ave, Suite 108
Ellensburg, WA 98926

Applications must be received no later than 5:00 p.m., Friday September 30, 2016 or postmarked no later than September 30, 2016.

Incomplete and/or late applications will not be considered. Applications may not be changed or amended by the applicant after the deadline for submission.

Electronic Submissions:

Applications may be submitted to the following email address: bocc@co.kittitas.wa.us
Applications may be faxed to: 509-962-7679

Schedule:

- Applicant Workshops (*attendance at one workshop is strongly encouraged*)
Ellensburg City Hall Council Chambers **8/18/2016, 5:30 PM & 8/25/2016, 5:30 PM**
Upper Kittitas District Court, Cle Elum **8/16/2016, 5:30 PM & 8/23/2016, 5:30 PM**
- **Application deadline** **9/30/2016**
- **Oral presentations of proposals to county-wide LTAC** **11/18/2016**
- **Applicant Award Notification and fund availability** **1/1/2017**

Project Management:

Successful applicants shall be required, as a condition of the funding award, to enter into a contract. The agreement may include, but not be limited to, the specific amount of the award and what it may be used for, all reporting requirements associated with this funding, payment terms, and any and all other appropriate terms of the funding. Kittitas County will be the contracting agent for all approved projects. A condition of the grant award which includes funding from the City of Ellensburg may be that the MyEllensburg.com website be named on any organizational website.

All funds awarded under this program will be available in the form of reimbursable grants. The funds will be available for reimbursement beginning January 31 and ending December 31 of the calendar year immediately following award notification. Any unexpended funds will be returned to the Lodging Tax accounts from where they came and made available for re-appropriation. All requests for reimbursement shall be made to the Kittitas County Auditor's office at the following address:

Kittitas County Auditor
Attn: Lodging Tax Grant Funds Reimbursement
205 W 5th Ave, Suite 105
Ellensburg, WA 98926
auditorsaccounting@co.kittitas.wa.us

For specific information and requirements regarding the reimbursement process, please contact the Auditor's office at 509-962-7502.

Project Reporting Requirements:

State law requires that all recipients of Lodging Tax revenues must submit a report to the municipality describing the actual number of people traveling for business or pleasure on a trip:

- A. Away from their place of residence or business and staying overnight in paid accommodations;
- B. To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or
- C. From another country or state outside of their place of residence or their business.

A report form will be provided as part of the contract for receiving funds. We ask that you provide this information within 60 days after your event is complete once you have critiqued your event.

In addition, any reports which are produced as a result of a grant award must be submitted within 60 days of completion as part of your project reporting requirements. This will provide evidence that the work paid for by the grant has been completed.

Applicant Categories and Eligibility:

Grants from lodging tax funds are provided for two types of applicants, New Projects/Events and Ongoing Event Support. An organization may apply for funding from one or both categories. If applying for funding from both categories, the application must clearly identify the different funding categories requests. The categories are defined as follows:

The **New Project/Events** category is for applications from events/projects which are within the first four years of existence. Applications may be considered in this category from established events (older than four years) which are proposing a new or expanded project designed to increase tourism as part of an ongoing event.

The **Ongoing Project/Event Support** category is for applications from established events (ongoing for more than four years) which may request continuing support. Grant awards are limited in this category to no greater than 10% of the event's expense budget. This category includes project/events which may be operating under a new board or organization, moving venues, changing dates, or implementing other non-substantial changes to a project/event which is ongoing for more than four years.

Other Information:

Insurance: As part of its contract for performance, a municipality may require contractors to maintain liability insurance in the amount of \$1,000,000 or more and name the municipality as an additional insured on its liability insurance policy.

Application Form: This packet will be available on the website of each participating municipality as a word document and as a pdf. It can also be obtained directly as a hard copy or in digital format by contacting the Kittitas County Board of Commissioners office at 509-962-7508. Website addresses where the application may be found are as follows:

- www.ci.ellensburg.wa.us
- www.cityofcleelum.com
- www.ci.roslyn.wa.us
- www.co.kittitas.wa.us

Grant Preferences:

In the review of applications, the Lodging Tax Advisory Committee or designees will grant preference to those proposals which (1) increase tourism, and (2) demonstrate ability toward eventual self-sustainability. **Applications from not-for-profit organizations will be given preference over those from for-profit entities.**

Guidelines and Requirements for Advertising Expenditures of Lodging Tax:

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 size 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.

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 and a signed statement from the contractor that the list is accurate 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.

Order of Documents Requirements:

Complete applications must be submitted with documents in the following order to receive consideration for funding:

1. Submission Checklist;
2. Application form;
3. Answers to application form questions;
4. Grant application rating form;
5. Applicant checklist;
6. Budget documents;
7. Additional information (limited to 3 pages);
8. Proof of non-profit status (if any).

APPLICATION FOR 2017 LODGING TAX GRANT FUNDING

Name of Organization: Kittitas County Chamber of Commerce

Organization mailing address: 609 N Main Street
Ellensburg, WA 98926

Organization contact person & title: Amy McGuffin, Director of Tourism

Organization/contact phone: 509.925.2002

Email: amy@kittitascountychamber.com

Organization Website: www.kittitascountychamber.com

Federal Tax ID Number: 91-0210430 UBI Number: 601133921

Organization is a (select one):
☐ Government Entity
☐ 501(c)3
☒ 501(c)6
☐ Other _____

(note: you must submit 501(c)3, 501(c)4, or 501(c)6 approval documentation – see sample document)

Project/Event Name: Bike Tourism Map

Project/Event Date: Year Round

Project/Event Location: County-Wide

Amount of Funding Requested: \$ 4000.00

For which funding category do you qualify (check one) (see instructions for definitions):

- ☒ New Project/Event
☐ Ongoing Project/Event Support

Estimated # of overnight stays: 1000

Tourism Seasons: From the list below, what season will your project enhance tourism? Please indicate the appropriate season.

Season:	Months:
<input checked="" type="checkbox"/> Year-round	January – December
<input type="checkbox"/> Off season	November – February
<input type="checkbox"/> Shoulder season	October or March – May
<input type="checkbox"/> High season	June – September

APPLICATION QUESTIONS

Please answer each question completely, in the order listed, on a separate sheet attached to this application. Please include any supporting data within the response narrative.

1. 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.

This project will focus on bicycling in Kittitas County through the development and distribution of a County-wide map (available in print and Online). With this project, we will expand the efforts of the City of Ellensburg to make the county a major cycling destination. Washington as a state has been recognized as #1 Bicycle Friendly State by the League of American Bicyclists for 7 years in a row. Additionally, the City of Ellensburg was awarded a Silver Level by the League of American Bicyclists. Based on the County Tourism plan recently released by Beckwith Consultants; biking is a popular tourist activity with 26% of respondents saying they had or will participate in on-road bike touring, 40% biking on a mountain trail, and 44% biking on a multipurpose trail. Cycling tourists do spend money - Beckwith estimates \$13M annual expenditures by cyclists in Kittitas County in 2016. Our county has beautiful areas to ride, both on and off road. Currently, there isn't a brochure to show people the options that we have to offer. We have been working with groups within the county to produce a high quality map with verifiable trails and routes that support other tourism interests in the County.

Itemized list of how grant funds will be spent:

1. Design Concept and Production
 - a. confirm preferred trail routes
 - b. confirm legal trails
 - c. coloring, legends, laws and regulations countywide
2. Web-based Map Production and Maintenance for one year
3. Printing of completed map
4. Distribution of Map to state-wide chamber offices, visitor bureaus, requests from webforms of tourism websites county wide.

2. 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:
 - I. Away from their place of residence or business and staying overnight in paid accommodations;
 - II. To a place fifty miles or more away from their place of residence or business for the day or staying overnight; or
 - III. From another country or state outside of their place of residence or business.

You must provide the evidence utilized in determining your projections.

Because of the popularity of biking in Kittitas County providing a brochure that has trail information, resource listing such as bike shops, sporting good stores, and any additional activities to complete their experience will increase travelers throughout the county and the communities. Destination marketing by the communities will promote and provide the initial invitation for enthusiasts to request more information. The county tourism site and community websites will dedicate a page for the digital maps to reside and will have cross promoting links to providers, resources, and accommodations. Additionally, the Visitor Centers will have the printed brochures on hand to give to those travelers that come for more information. Lastly, the chamber currently has 17 kiosks in Ellensburg, 6 kiosks in Cle Elum, 1 outdoor kiosk in Vantage, 1 outdoor kiosk in Kittitas, and 1 outdoor kiosk at the Washington State Horse Park. The kiosk locations will have the brochure available year round.

3. What tools will you use to measure your event's impact on tourism? Please be specific and provide examples. Include the following information:
- I. Is your project/event year-round or is it seasonal or date-specific?
 - II. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?
 - III. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?

The project is slated to be year-round. Through the kiosk and the partnerships with the retail locations and bike shops we will be able to measure the number of brochures distributed by location and by date. The chamber will also work with the hotels to see if there were any touring groups staying in their facilities. Additionally, the chamber has a partnership with the state organization WABikes, in Seattle. We will use that relationship to send surveys to their mailing list and we will cross promote on their website and apps. The tourism website will also have source code embedded in the pages that are specific about biking and the download of the digital map to be able to track unique visitors vs returning visitors. The brochure alone will help assist in the marketing of the trails and routes throughout the county. We will review the strategies listed above and make any changes to them or increase the awareness of the brochure by providing more locations to provide the product and get it in front of the users that visit our county.

4. Does your organization have, or have you applied for, grant funding from other sources? If not, why not? If yes, please list the available funding you have for the project, including any volunteer and in-kind sources, and/or the sources and amounts for which you have applied. Please note which funding sources are secured and in hand so a true matching fund determination may be determined. What changes would occur if the project couldn't be funded?

We have been working with the City of Ellensburg for over 6 months in the preliminary phases of the project which has been funded through the tourism services contract. We have a committee of volunteers that have been providing trail information and verifying routes that will be used in the brochures.

In-kind Volunteer time = 20 hours currently as of 9/30/2016 @ \$28.99 value = \$578

City of Ellensburg Tourism Contract funding = \$1700 as of 9/30/2016 (secured)*

City of Ellensburg Tourism Contract funding = \$5000 for 2017 funding

WABikes Grant request \$1000 (unsecured)

WSDOT Transportation Grant request \$1000 (unsecured)

*provided during 2016 year

If changes had to occur, we would have to lessen the number of printed copies available. That will help with overall costs but ensure the project to move ahead.

5. If your organization collaborates or has created partnerships with other organizations, groups, or other events to cross-promote in an effort to encourage county-wide tourism, how is this accomplished?

The chamber is a partner of the City of Ellensburg, City of Cle Elum, and the City of Roslyn. We have private partnership with The ReCycle Shop, Northwest Bicycle Improvement Company, BaseCamp, Mountain High Sports and OPR on CWU campus. We have nonprofit partnerships with Kittitas County Mountain Bike Alliance and WABikes.

All partners have agreed to have cross promotions on their websites and in their retail locations.

6. 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.

For this production cycle we did not go as far as sponsors, or space sales, or price for purchase but in order for us to maintain an up-to-date product we will have to review the plans to include one or all of the items listed. It will be a good indication by the number of maps that are used this year that we will be able to determine the popularity of the product and decide if we move forward with the advertising opportunities for businesses, groups, or individuals.

7. **Additional information:** Provide any additional information which will assist the Lodging Tax Advisory Committee in evaluating your project and its benefit to tourism. Please limit any additional written information to one page and any other additional attachments to 3 pages. Regardless of how much additional information is included, only the first 3 pages will be provided to reviewers.
8. **Project Budget:** Please attach a copy of the 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.

9. Has your event received Lodging Tax funds in previous years?

Yes ☒ No ☐

If yes, please list each year and the amount received for that year.

All applicants must also provide the following information regarding the event/project:

	Prior Year	Projected
A. How many participants and spectators attended last year's activity and/or will attend this year?	<u>unknown</u>	<u>20,000</u>
B. How many days did/will your event occur?	<u>365</u>	<u>365</u>
C. How many room nights were and /or will be booked as a result of your project/event? <i>(You must provide a verifiable source of information as evidence for your response to item C. Failure to do so will disqualify your application.)</i>	<u>unknown</u>	<u>1,000 (5% total brochures)</u>

10. **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:
(signature)



(print name) Amy McGuffin

Title: Director of Tourism

Date: September 13, 2016

Lodging Tax Grant Application Rating Form

Criteria	Points Possible	Application Questions	Points Awarded
Supports County as Tourism Destination	15 yes = up to 15 No = 0	Question 2, 3, 5, 7	_____
Length of Impact	15 Date specific = 5 Seasonal = 10 Year Round = 15	Question 3	_____
Attracts Tourists from at least 50 miles away	15 yes = up to 15 No = 0	Question 3	_____
Applicant's Matching Funds	20 Less than 5% = 0 5% - 25% = 5 25% - 49% = 10 50% - 99% = 15 100% or more = 20	Question 4, 8	_____
Partnerships	5 Yes = 5 No = 0	Question 5	_____
Sustainable Future Funding Identified	10 yes = 10 No = 0	Question 6	_____
Attributable Lodging Stays	20 0 = 0 1-30 = 5 31-100 = 10 101-250 = 15 More than 250 = 20	Question 9	_____

Total Points: _____ / 100

Applicant Checklist

For applicant use prior to submission

- ☒ My application title page states: Request for Proposals, **2017** Lodging Tax Fund.
- ☒ My application is for a new project/event and/or for an ongoing project/event as defined on page 2 of the application packet.
- ☒ I have attached proof of non-profit status if applicable which matches the sample document provided.
- ☒ I have included an itemized list in response to item 1 in the application of how any grant funds awarded will be utilized.
- ☐ I have attached additional information in response to item 7 in the application, if needed, which includes written information limited to one page and other attachments limited to three pages.
- ☒ I have attached a project budget, properly formatted according to item 8 in the application. *included*
- ☐ If this event is ongoing for more than one year, I have also submitted actual financial data from the previous three years if applicable, formatted properly according to item 8 in the application. *n/a*
- ☒ The application certification in item 10 is signed and dated by the proper authority.
- ☒ I have included one copy of the entire original application according the submittal instructions on page 4.
- ☒ My application is being sent on or prior to **September 30, 2016** and will be delivered by **5:00 PM** either in person or electronically (email or fax) or postmarked on that date.
- ☒ My application is being delivered to:
Kittitas County Commissioners
Attn: Lodging Tax Grant Application
205 W 5th Avenue, Suite 108
Ellensburg, WA 98926

Or, is being emailed to: bocc@co.kittitas.wa.us

Or, is being faxed to: **509-962-7679**

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 for the project/proposal if applicable. Also, please supply any narratives necessary to understand the budget being submitted and list separately any in-kind or volunteer contributions. If applying for funding for both "New Project/Event" and "Ongoing Project/Event Support" you must clearly identify the different requests. This may be most easily accomplished by submitting separate budgets for each request category.

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.

Please assure your budget, and actuals from previous years (if applicable), are in the following basic format:

Revenues: Year:		Year:	Year: 2016
_____ Cash	_____ Cash	0	_____ Cash
_____ Donations/Sponsorships	_____ Donations/Sponsorships	0	_____ Donations/Sponsorships
_____ Sales	_____ Sales	0	_____ Sales
_____ Vendor Fees	_____ Vendor Fees	0	_____ Vendor Fees
_____ Grants	_____ Grants		_____ Grants
_____	_____	1700	_____ City of Ell 2016
_____	_____	5000	_____ City of Ell 2017
_____	_____	2000	_____ unsecured grant <i>see OA</i>
_____ Total Revenues	_____ Total Revenues	8700.00	_____ Total Revenues
In-Kind Contributions:			
_____ Volunteer Labor	_____ Volunteer Labor	580.00	_____ Volunteer Labor <i>20hr @ 28.99</i>
_____ Donated Services	_____ Donated Services	0.00	_____ Donated Services
_____ Donated Materials	_____ Donated Materials	0	_____ Donated Materials
_____	_____		
_____	_____		
_____ Total In-kind	_____ Total In-kind	580.00	_____ Total In-kind
Expenses:			
_____ Venue	_____ Venue	0	_____ Venue
_____ Insurance	_____ Insurance	0	_____ Insurance
_____ Services	_____ Services	0	_____ Services <i>see grants</i>
_____ Advertising	_____ Advertising	0	_____ Advertising
_____ Security	_____ Security	0	_____ Security
_____	_____	8000	_____ Printing
_____	_____	3000	_____ Production
_____	_____	1700	_____ digital maint <i>landings pg GIS mapping</i>
_____ Total Expenses	_____ Total Expenses	12700.00	_____ Total Expenses
_____ Profit/Loss (Revenue less Expenses)	_____ Profit/Loss (Revenue less Expenses)	4000.00	_____ Profit/Loss (Revenue less Expenses)



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077550279
Mar. 29, 2012 LTR 4168C 0
91-0210430 000000 00
00039116
BODC: TE

KITTITAS COUNTY CHAMBER OF COMMERCE
609 N MAIN ST
ELLENSBURG WA 98926-3109



021928

Employer Identification Number: 91-0210430
Person to Contact: Sophia Brown
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 20, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(6) of the Internal Revenue Code in a determination letter issued in July 1942.

Because you are not an organization described in section 170(c) of the Code, donors may not deduct contributions made to you. You should advise your contributors to that effect.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Cindy Thomas
Manager, EO Determinations

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.