

**2017 LODGING TAX SERVICES AGREEMENT
BETWEEN KITTITAS COUNTY AND FORTERRA**

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 Forterra ("Contractor") for Flying Bighorn Derailleur 80k.

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 ten thousand dollars (\$10,000.00).
- 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 ten thousand dollars (\$10,000.00).
- 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

- 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:
 - Advertising-social media, print, radio, online, TV
 - Logo development
 - Operations-event planning & management
- 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]

SEP 30 2016

Submission Checklist***For office use only***

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

yes

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

yes

Applicant answered each question.

yes

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

yes

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

yes

The application was submitted on time.

yes

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

Please date stamp the application and initial.

RECEIVED

SEP 30 2016

1st _____ 2nd _____ 3rd _____

1st _____ 2nd _____ 3rd _____

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

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: Forterra

Organization mailing address: 409 North Pine Street, Ellensburg, WA 98926

Headquarters: 901 5th, Ste #2200, Seattle, WA 98164

Organization contact person & title: Jill Scheffer – Senior Conservation Director

Organization/contact phone: 509-551-8807

Email: jscheffer@forterra.org

Organization Website: www.forterra.org

Federal Tax ID Number: 94-3112461 UBI Number: 601185304

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: Flying Bighorn Derailleur 80k

Project/Event Date: September 8-10, 2017

Project/Event Location: Yakima River Canyon Scenic Byway

Amount of Funding Requested: \$21,000.00

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

☒ New Project/Event

☐ Ongoing Project/Event Support

Estimated # of overnight stays: 150

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

	Season:	Months:
☐	Year-round	January – December
☐	Off season	November – February
☐	Shoulder season	October or March – May
☒	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.

Flying Bighorn Deraillleur 80k

Come ride the road with Forterra for 2-days during the second weekend of September and discover the natural beauty of Central Washington State! Kittitas County features diverse and spectacular habitats ranging from snow-capped mountains, thousands of acres of public forest, lush riparian corridors and endangered shrub-steppe open space. The Yakima River Canyon is winding, scenic and challenging cycling course that covers 80k (50 miles) return.

The ***Flying Bighorn Deraillleur 80k*** will offer challenging on-road and off-road rides, vendors, keynote speakers, local wine & beer tasting, and social events! The ***Flying Bighorn Deraillleur 80k*** occurs in the fall to ensure truck traffic is not on the road at the same time as cyclists, and shows off the most beautiful time of the year in the Canyon.

The Yakima River Canyon is a deep gorge cut into Columbia Basin basalt by the ancient Yakima River. A popular destination for cyclists, though underappreciated for its technical challenges, it is the oldest scenic byway in Washington State, established in 1968 and protected mostly in public ownership. The Canyon boasts attractions for both an on-road course (SR821), and an off-road mountain bike course (Skyline Trail).

With over 1.1 million annual drivers and thousands of cyclists visiting the Canyon annually, the ***Flying Bighorn Deraillleur 80k*** is sure to be a very well attended event. Forterra anticipates between 150-250 attendees in our first year. We estimated attendance numbers based on:

- similar bike events in the state that regularly attract hundreds of attendees
- a survey the Yakima River Canyon Scenic Byway partnership conducted in 2014 (100% of respondents will travel away from home for a cycling event; travel an average of 100-200 miles for a cycling event; 70% stay overnight and stay an average of 2 nights)
- the Kittitas County Tourism and Recreation Plan that identifies cycling as the very popular activity (54% of survey respondents definitely planned on visiting the Yakima River Canyon; 69% of survey respondents definitely planned on participating in recreation including biking), and
- WA State SCORP with nearly 37% of tourists engaging in bicycling activities.

Flying Bighorn Deraillleur 80k will be a registration-fee based event targeting cyclists throughout the Pacific Northwest. ***Flying Bighorn Deraillleur 80k*** will feature Friday afternoon registration at headquarters based in Helen McCabe Park. Most attendees will camp on site at Helen McCabe Park, in the Canyon or at the Yakima River RV Camp. In addition, we will secure partnerships with Canyon River Ranch Lodge and other local hotels to provide reduced and/or group rates for event attendees. Friday evening activities will include music and drinks at a local venue to be determined. Saturday morning will begin with an early road ride (the 80k should take between 3

and 5 hours for most riders). The trail ride will depart later in the day and there will be multiple length options. During the day vendors will be open and options for wine tasting, shopping in town, brewery tour will continue throughout the day capping off the evening with our keynote speaker and live music. An optional Sunday activity will be 'on their own' rides around the valley and the event will wrap up at noon on Sunday. This schedule will ensure our attendees will stay over both Friday and Saturday nights.

Flying Bighorn Deraillleur 80k will be funded primarily through registration fees, sponsorships, grants, in-kind donations, and vendor fees. Forterra and our partners will offer various sponsorship levels to cycling related companies and vendors. We will use a customized *Eventbase App* to ensure our attendees can find their way around to venues, track their attendance at activities, and provide an additional opportunity to highlight our sponsor's logos and websites.

Kittitas County Lodging Tax funding will cover the following expenses as detailed in our attached budget:

- a. **Advertising (\$10,000) – possible advertising venues may include but is not limited to:**
 - a. Facebook and Instagram ads
 - b. Radio ads
 - c. Cycling websites and publications
 - d. Ad buy partnership with Kittitas County Chamber of Commerce as part of their Yakima River Canyon Scenic Byway promotions
 - b. **Contracted Services (\$2,500) – logo design**
 - a. Hire a designer on contract to create the Flying Bighorn Deraillleur 80k logo to be used in future years (one time cost)
 - c. **Operations (\$8,500) – event management and planning may include but is not limited to:**
 - a. Event planning, preparation, management and staffing costs
 - b. Fiscal oversight and tracking
 - c. Volunteer management
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.

We estimate that more than 90% of our attendees will be tourists coming from more than 50 miles away and that 90% of them will stay in overnight paid accommodations (mostly campgrounds and

County-wide Lodging Tax Application

RV parks in the Canyon). We estimate that of those tourists at least 10% of them will be from out of state or Country.

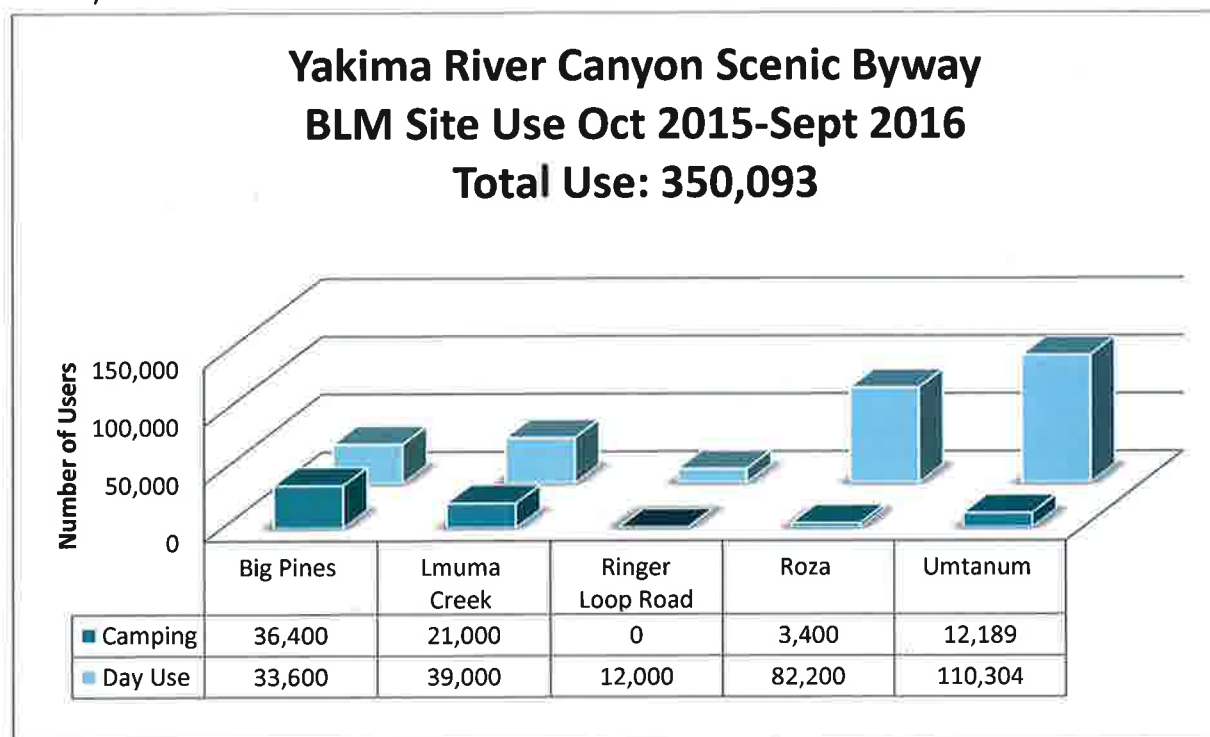
The evidence we use for these estimates is from a survey of cyclists visiting the Yakima River Canyon Scenic Byway we conducted in 2014.

Because of that survey, we know that there were slightly more male cyclists than females, 51 to 60 years old living in King County with an income ranging between \$100,000 and \$149,999.

Nearly 100% of cyclists said that they travel away from home for cycling destinations that have beautiful scenery that has safe, bicycle friendly roads. Most cyclists travel between 100 and 200 miles to a cycling destination. Some mentioned that they travel to other States or out of the Country as well. When traveling away from home most said that they stay between 1 and 2 nights at either a hotel/motel, many also indicated that they stay at campgrounds.

When looking for cycling opportunities or events cyclists use a wide variety of resources: internet, magazines, word of mouth, and social media. Some of the most common sources include Cascade Bicycle Club, Outdoors NW magazine, and Cycling NW.

We also base our projections on use statistics that we receive from the Bureau of Land Management about their recreation sites in the Yakima River Canyon Scenic Byway. Recently released use survey numbers show a steady and significant use pattern in the Canyon (see chart below).



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?

Flying Bighorn Deraillleur 80k is a date specific late high-season event. We scheduled it for this date due to the restrictions on truck traffic on SR821 (trucks are restricted from May 15-Sept 15). In this way, we can ensure the safety of our riders without having to close the road, which inconveniences residents and businesses alike. We will advertise on cycling web sites and through Facebook ads with a targeted audience identified as bike enthusiasts from around the Pacific Northwest. Paid pre-registration will be required for the event. In addition, ***Flying Bighorn Deraillleur 80k*** headquarters will be located at Helen McCabe Park, everyone attending the event will be required to check in, receive their event materials, and in this way, we will be able to track attendees' destinations and overnight stay statistics. All our advertising will follow the required guidelines for branding as specified in the grant. Forterra's website and FB pages will identify funders and sponsors with appropriate recognition. Further, we will identify affinity events happening during the same time of year in Kittitas County as a way to identify opportunities to extend stays before and after the event, and our evening activities will take place at venues in town.

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?

At this time, we have not identified any other grant programs that would support an event like the ***Flying Bighorn Deraillleur 80k***. However, we will work to identify grant sources between now and the event and apply if they are available. If the project does not receive funding from Kittitas County Lodging Tax program, it will be a challenge to complete this event. Asking for additional funds from external organizations when there is little to no local support becomes a difficult proposition.

Forterra has already, or will, secure the following ***in-kind/volunteer*** sources in support of this event:

- a. Volunteer assistance – up to 20 individuals will volunteer their time and expertise to make the event a success
- b. Site preparation volunteers and equipment

Forterra has identified the following companies as ***potential sources for sponsorship support and/or event vendors***.

- a. Washington Bikes
- a. Yakima River Canyon Scenic Byway partner members (40 member organizations)
- b. The Recycle Shop

- c. Local breweries and wineries
 - d. Mountain High Sports
 - e. Bicycle companies based in WA State
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?

Yes, Forterra collaborates with several groups in Kittitas County and across the state to promote and encourage tourism. In particular, we collaborate with the following groups:

- a. Kittitas County Chamber of Commerce
- b. Ellensburg Downtown Association
- c. Mid-Columbia Fisheries Enhancement Group
- d. WA Department of Fish and Wildlife, Bureau of Land Management, WA Department of Transportation, WA State Parks, WA Department of Ecology
- e. Red's Fly Shop and Canyon River Ranch Lodge
- f. Central Washington University
- g. Kittitas Environmental Education Network
- h. Trout Unlimited
- i. Yakima Greenway
- j. Washington Trails Association
- k. Cowiche Canyon Conservancy
- l. Yakima River RV Park
- m. Ellensburg Canyon Winery
- n. Kittitas County Sheriff

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.

Forterra already has plans for sponsorship levels, vendor's fees, and cost-covering registration fees for participation. As the event grows and becomes an annual event, we believe that our registration fees, sponsorship levels will increase and we will attract more vendors over time, which will reduce our need for additional grant funds.

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.

a. Map of temporary camping plan at Helen McCabe Park

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.

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.

- **Budget attached in correct format**

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

Yes ____ No X

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>n/a</u>	<u>150-250</u>
B. How many days did/will your event occur?	<u>n/a</u>	<u>3 days</u>
C. How many room nights were and /or will be booked as a result of your project/event? (You must provide a verifiable source of information as evidence for your response to item C. Failure to do so will disqualify your application.)	<u>n/a</u>	<u>150</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) Jill Scheffer

Title: Senior Conservation Director

Date: 9/30/14

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

- X My application title page states: Request for Proposals, **2017** Lodging Tax Fund.
- X My application is for a new project/event and/or for an ongoing project/event as defined on page 2 of the application packet.
- X I have attached proof of non-profit status if applicable which matches the sample document provided.
- X I have included an itemized list in response to item 1 in the application of how any grant funds awarded will be utilized.
- X 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.
- X I have attached a project budget, properly formatted according to item 8 in the application.
- n/a 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.
- X The application certification in item 10 is signed and dated by the proper authority.
- X I have included one copy of the entire original application according the submittal instructions on page 4.
- X 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.
- X 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**

Yakima River Canyon Flying Bighorn Deraillleur 80k

2017 Event Budget			
Revenues	Amount	Notes	
Donations/Sponsorships	\$10,000	cycling groups, local buisnesses, tbd	
Sales	\$5,500	Event swag sales	
Vendor Fees	\$1,500	Vendor village at Helen McCabe Park selling cycling supplies and related items	
Grants	\$15,000	Kittitas County Lodging Tax (others tdb)	
Fees	\$24,000	registration fees (150 riders@ \$150) includes camping at Helen McCabe Park	
Total Revenues	\$56,000		
In-Kind Contributions			
Volunteer Labor	\$15,000	site preparation, planning committee, fundraising and securing sponsorships etc.	
Donated Services	\$3,000	heavy equipment for site preparation	
Donated Materials	\$2,500	supplies, office overhead	
Total In-kind	\$20,500		
Expenses			
Operations	\$8,500	event management, fiscal oversight, volunteer management, tracking etc.	
Festival Mobile App	\$1,500	possibly use Eventbase - cost estimate	
Insurance	\$2,000	additional insured for Kittitas County, WA State Parks and other venue partners, etc	
Contracted Services	\$2,500	Flying Bighorn Deraillleur 80k logo design	
Advertising	\$10,000	as detailed in the grant application	
Event Security and Aid	\$5,000	supplies, equipment, partnership with WSDOT and Kittitas County Sheriff, etc	
Event printed materials	\$5,000	program, posters, banners, signs, etc	
Speaker Fees	\$1,000	Keynote speaker, lodging, travel, and fees for special guests, etc	
Food/drink	\$1,000	for volunteers and keynote event, etc	
Event supplies	\$4,500	tent rental, tables/chairs rental, porta potties, misc items	
Fees	\$1,500	Kittitas County Event Permit, event taxes, WA State Parks Permit, Parking Fees, other	
Event Swag	\$4,500	t-shirts, reusable shopping bags, water bottles, etc	
Total Expenses	\$47,000		
Revenue/Expense	\$9,000	any proceeds re-invested into 2018 event	



Drive in car camping –
10 acres/100 spots

Delineated April 2010
(approximate boundary)

Walk-in
or pack-in
camping
– 10
acres
200+
spots

Temporary Campground

Helen McCabe Park
is a 64-acre park.

Forterra will work
with partners at WA
State Parks to layout
temporary
campgrounds for the
event and ensure
adequate facilities
are provided.

Internal Revenue Service

Date: June 10, 2004

Cascade Land Conservancy
615 Second Avenue Suite 525
Seattle, WA 98104-2265

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ronnie Clemons 31-04020
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
94-3112461

Dear Sir or Madam:

This is in response to your request of February 23, 2004, regarding your organization's tax-exempt status.

In January 1994, we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Cascade Land Conservancy
94-3112461

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

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

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

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.