

**2018 LODGING TAX SERVICES AGREEMENT
BETWEEN KITTITAS COUNTY AND ELLENSBURG DOWNTOWN ASSOCIATION**

This Contract, effective January 1, 2018 is made and entered into by and between KITTITAS COUNTY ("County"), acting as agent for and on behalf of the City of Ellensburg, a Washington municipal corporation ("City"), a subdivision of the State of Washington, and Ellensburg Downtown Association (EDA) ("Contractor") for the Cultural Festival.

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, three hundred seventy-five dollars (\$4,375.00). City of Ellensburg LT funding
- 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, three hundred seventy-five dollars (\$4,375.00). City of Ellensburg LT funding
- 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: Judy Pless
205 West 5th Ave – Suite 105
Ellensburg, WA 98926
Judy.pless@co.kittitas.wa.us

- e. Reporting requirements of your events will be required on prescribed forms from the County Auditor.
- f. Contractor is eligible to claim reimbursement for the following items and amounts only:
 - Entertainment
 - Social media
 - Television
 - Radio
 - Print advertising
 - Direct mailers
- 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 at the conclusion of the event.
- 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>

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 and City. Any such delegation or subcontracting without the County's or City's prior written consent shall be voidable at the County's or City's option.
- b. Contractor shall at all times be an independent contractor and not an agent or representative of the County or City 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 or City. In no event shall Contractor be authorized to enter into any Agreement or undertaking for or on behalf of the County or City. It is understood that the Contractor and the Contractor's staff and employees are not employees of the County or City and are not, therefore, entitled to any benefits provided employees of the County or City.
- 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, mental disability or any other protected status recognized under local, state or federal law.
- e. The Services shall at all times be subject to inspection by and approval of the County or City, but the County's or City'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 or City's knowledge of defective or non-complying performance, or the substantiality or ease of discovering the same. Contractor shall provide the County or City 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 City, or their 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 or City makes final payment of compensation due hereunder, Contractor shall provide the County or City access to (and the County or City 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 or City assumes no liability for the Contractor's actions under this Agreement. Contractor releases and shall defend, indemnify, and hold harmless the County and the City, their 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 or City 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 or City 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 or City 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 or City specifically shall not be liable to Contractor for the County’s or City’s release under public records laws of any documents not otherwise exempt from disclosure 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 or City, their 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 and City as Additional Insureds 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 or self-insurance maintained by the County or City. 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. The City is not a party to this Agreement but is an intended third-party beneficiary of this Agreement and to the extent set forth herein certain of its provisions are for the benefit of the City and are enforceable by City in its own name and capacity as a Washington municipal corporation.
- b. 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.
- c. 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.
- d. 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. 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.
- e. 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.

- f. 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.
- g. 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.
- h. 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.
- i. 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

CONTRACTOR

Chair

[Print Name]

Vice Chair

Commissioner

[Address]

[Telephone]

ATTEST: _____
_____, Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

CLTAC: Application for Lodging Tax Grant Funding

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

- Workshop - 2017***
- Yes
 No

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

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

Organization Information

Name of Organization* Ellensburg Downtown Association

Organization Address* Street Address
 119 W 5th Ave Suite 102
 Address Line 2
 City State / Province / Region
 Ellensburg wa
 Postal / Zip Code Country
 98926 usa

Website www.ellensburgdowntown.org

Federal Tax ID #* 20-1395402

UBI #* 602-336-662

Organization is a:*

Government Entity
 501(c)3
 501(c)4
 501(c)6
 Other

(Note: you must submit 501(c)3, 501(c)4, or 501(c)6 approval documentation.)
[Click here to view sample documents \(redacted\).](#)

Upload Proof of Organization Status* 501c-3 State letter.pdf 51.89KB
 Acceptable file formats include: JPG, PDF or TIFF.

Contact Information

First Name* Molly

Last Name* Jones

Phone Number* 509-962-6246
Email* molly@ellensburgdowntown.org

Project or Event Information

Project/Event Name* Cultural Festival

Event Dates

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

Start Dates* End Dates
4/1/2018 4/30/2018

Project/Event Location* Downtown Ellensburg

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

Amount of Funding Requested* \$ 6000.00
If you selected "Ongoing Project/Event" above this amount may not exceed 10% of the total expense budget of this project.

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

Application Questions: Part 1

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

1| Project/Event Description

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

Response 1:
Project/Event
Description *

The Ellensburg Downtown Association (EDA) has been dedicated to downtown revitalization and preservation for many years. The EDA follows the National Main Street Center 4-Point Approach to ensure that downtown Ellensburg continues to thrive moving toward the future. The EDA continues to find needs in the community and fill them with events that bring people together.

In Spring, 2018, the EDA will bring a Culture Festival to downtown Ellensburg. We will collaborate with Central Washington University cultural groups, county groups, and county museums to bring representation of different cultures as well as the history of Kittitas County to downtown in a festival layout. Groups will have options to serve food (working with the Department of Public Health), display clothing, and display handcrafted cultural items. We plan to utilize the Rotary Pavilion stage for cultural dance performances, readings, and storytelling. We will encourage downtown restaurants to serve a cultural dish as a special that evening that we will promote. We have also connected with Fabiola Serra who has contacts with cultural dance groups in Yakima, Tri Cities, and Seattle. We plan to collaborate and bring in out of the county talent, which will increase our promotion in those outside areas and provide us additional opportunities for the event such as an evening Salsa Dance workshop. A workshop, as well as cultural dinner specials, will bring the festival into the evening, encouraging those who travel to the event to stay overnight.

We aim to work with 8-12 different cultural groups county and state wide, who we anticipate will each attract a minimum of 50 people from their communities creating an estimated attendance of 600 for this first time event.

Monies from the Lodging Tax will be used to advertise the event through social media, television, direct mailers, radio, and print media. Monies could also be used to help cultural groups market the event to their constituents who live outside of the county.

Target audiences include those interested in Heritage Tourism, empty nesters and families looking for weekend travel and outdoor recreation, young adults looking for affordable weekend getaways, those interested in cultural education, history enthusiasts, and CWU families.

2500 character limit

List of Intended Use of Funds *

entertainment

social media

television

radio

print advertising

direct mailers

2| Projections of Increased Tourism

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

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

You must provide the evidence utilized in determining your projections.

Response 2.1: Projection *	<p>1. Away from their place of residence or business and staying overnight in paid accommodations;</p> <p>We predict 168 people will travel away from their place of residence or business and stay overnight in paid accommodations. In addition, we predict this would bring a potential \$14,280 to Kittitas County.</p> <p>2500 character limit</p>
Response 2.1: Evidence *	<p>According to a 2015 downtown zip code survey, 28% of those surveyed were visiting from outside of their residence or business (600 x 28%= 168).</p> <p>According to the 2015 Dean Runyan report for Kittitas County, the average expenditures for overnight visitors per person, per day is \$85 (168 x 85= 14,280 in potential spending).</p> <p>We will continue to do surveys, review google analytics, and review registration forms to verify attendance information.</p> <p>2500 character limit</p>
Response 2.2: Projection *	<p>2. To a place fifty miles or more away from their place of residence or business for the day or staying overnight;</p> <p>We predict 144 people will travel from 50 miles away or more. In addition, we predict this to bring a potential \$12,240 to Kittitas County.</p> <p>2500 character limit</p>
Response 2.2: Evidence *	<p>According to a 2015 downtown zip code survey, 24% of those surveyed were visiting from 50 miles away or more (600 x 24%= 144).</p> <p>According to the 2015 Dean Runyan report for Kittitas County, the average expenditures for overnight visitors per person, per day is \$85 (144 x 85= 12,240 in potential spending).</p> <p>We will continue to do surveys, review google analytics, and review registration forms to verify attendance information.</p> <p>2500 character limit</p>
Response 2.3: Projection *	<p>3. or from another country or state outside of their place of residence or business.</p> <p>We predict 66 people will be from another state or country. In addition, we predict this could bring a potential \$5,610 to Kittitas County.</p> <p>2500 character limit</p>
Response 2.3: Evidence *	<p>According to a 2015 downtown zip code survey, 11% of those surveyed were visiting from out of state or out of the country (600 x 11%= 66).</p> <p>According to the 2015 Dean Runyan report for Kittitas County, the average expenditures for overnight visitors per person, per day is \$85 (66 x 85= \$5,610 in potential spending).</p> <p>We will continue to do surveys, review google analytics, and review registration forms to verify attendance information.</p> <p>2500 character limit</p>

Application Questions: Part 2



3| Measuring Results

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

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

- Response 3: Measuring Results * What tools will you use to measure your event's impact on tourism? Please be specific and provide examples.
The EDA will utilize tools like Facebook insights, Google Analytics, and working with the hotels on gathering information on increased overnight stays during events. We will have volunteers walking around with zip code surveys that ask where people are from and if they are staying overnight.
2500 character limit
- Response 3 A: Measuring Results * A. Is your project/event year-round or is it seasonal or date-specific?
 Year Round Seasonal Date Specific
Your selection here should be supported by the dates you provided above, in the Project or Event Information section.
- Response 3 B: Measuring Results * B. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?
We will aim advertising at Yakima, Tri-Cities, Wenatchee, Moses Lake, Spokane, and Seattle/Tacoma. We will utilize tools like Facebook ad targeting, Google analytics, and outside the area radio ads.
2500 character limit
- Response 3 C: Measuring Results * C. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?
Links to the county wide tourism website will be provided on our website with our event information. We will also link to other events happening in the county during the same time frame as our event. We will work with different groups throughout the county who will also promote the event in their area. We will share the history of the county itself and will provide information on different places visitors can experience said history like the Roslyn Cemetery, The Brick, or the Cle Elum Telephone Museum. We will also utilize the hashtag #LiveLifeInColor in our social media promotion.
2500 character limit

Application Questions: Part 3



4| Collaboration

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

- Collaboration * The EDA will collaborate with Central Washington University student groups, downtown restaurants, and county and state wide cultural groups. We will also collaborate with the Chamber of Commerce, Myellensburg.com, and Central Washington Color county wide tourism for advertising and cross promotion.
2500 character limit

5| Future Plans

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

- Future Plans * We will seek out sponsors for this event to help cover cost as well as encourage suggested donations.

The EDA has one of the most diversified budgets of the Washington Main Street communities and we continue to look for ways to become more diverse and self-sustaining. In the past year, we have increased many of our sponsorships by creating packages that allow a sponsor to support multiple events, street furniture, and other EDA projects all with one slightly larger donation. We also exercise our various partnerships throughout the community for in kind donations and have logged over 20,000 of volunteer hours in the past 7 years.
2500 character limit

Application Questions: Part 4



6| Additional Information

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

Additional Information The Ellensburg Downtown Association continues to make a lasting impression on downtown Ellensburg. Through our design efforts, events, and promotion, we have played a major role in creating a downtown people aim to visit. We regularly evaluate our events to ensure they are growing and expanding or if they should be let go to allow energy to be put elsewhere. Having the funding to help promote all that we do is vital to our continued growth of downtown and as an organization.
2500 character limit

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

7| Previous Lodging Tax Grant Information

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

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

Prior Year *	Projected *
0	600

How many days did/will your event occur?

Prior Year *	Projected *
0	1

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

Prior Year *	Projected *
0	378

Paid Overnights' Data Support

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

Prior Year Paid
Overnight's Stay
Response *

This is a first year event so we do not have statistics on overnight stays for previous years. Below is how we landed on 378 people in the above question:

We predict 168 people will travel away from their place of residence or business and stay overnight in paid accommodations. According to a 2015 downtown zip code survey, 28% of those surveyed were visiting from outside of their residence or business (600 x 28%= 168).

We predict 144 people will travel from 50 miles away or more. According to a 2015 downtown zip code survey, 24% of those surveyed were visiting from 50 miles away or more (600 x 24%= 144).

We predict 66 people will be from another state or country. According to a 2015 downtown zip code survey, 11% of those surveyed were visiting from out of state or out of the country (600 x 11%= 66).

168+144+66= 378 people
2500 character limit.

Prior Year Paid
Overnight Stay Data

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

Application Questions: Part 5



8| Funding

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

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

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

Other Funding *

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

Yes

No

Funding for which you have applied but not yet secured

Funding Source	Amount
Potential business sponsorships	\$ 500.00
facilities	\$ 1,000.00
entertainment	\$ 2,000.00
volunteers	\$ 7,200.00

Funding Shortfalls *

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

Lodging Tax would help us advertise the Culture Festival to an audience that is outside of the county and bring in quality performers and cultural groups to supplement the groups we have within the county. Without those two things, we would see a lower impact on tourism and our attendance would suffer.

2500 character limit.

Matching Funds
Percentage

236.67
%

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

9| Project Budget Overview

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

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

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

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

Verification of In-kind Contributions

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

Budget Year				
Edit if necessary	2015	2016	2017	2018
Revenues From Consolidated Lodging Tax Grant				
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
LTAC Grant Funding	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,000.00
All Other Revenues				
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
potential sponsorships	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500.00
EDA budget	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3500.00
In-Kind Contributions				
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
facilities	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1000.00
Entertainment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2000.00
volunteers	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7200.00
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Revenue Totals	\$ 0.00	\$ 0.00	\$ 0.00	\$ 20200.00
Expenses				
Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Advertising	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5000.00

Account Name	Past Actual 3	Past Actual 2	Past Actual 1	Projected
entertainment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1000.00
Miscellaneous	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500.00
Admin costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3000.00
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
Expense Totals	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9500.00
Profit & Loss				
	Past Actual 3	Past Actual 2	Past Actual 1	Projected
	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10700.00

Application Certification



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

Certified by: *

Name *

Molly Jones

Applicant's Title *

Assistant Director, EDA

STATE OF WASHINGTON



SECRETARY OF STATE

ELLENSBURG DOWNTOWN ASSOCIATION

JAMES ARMSTRONG
221 E 4TH AVE
ELLENSBURG WA 98926

AMENDMENT

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting Washington statutory requirements have been filed and processed with the Secretary of State on behalf of:

ELLENSBURG DOWNTOWN ASSOCIATION

A Washington Non-Profit Corporation
UBI: 602 336 662
Filing Date: May 16, 2005
Effective Date: May 17, 2005

Changing registered office address to:

221 E 4TH AVE
ELLENSBURG WA 98926



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

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 11 2005

ELLENSBURG DOWNTOWN ASSOCIATION
PO BOX 966
ELLENSBURG, WA 98926

Employer Identification Number:
20-1395402
DLN:
17053315006034
Contact Person:
SHERRY Q WAN ID# 31052
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 13, 2003
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
June 30, 2008

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

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.