

AGREEMENT FOR LODGING TAX FUNDS

THIS AGREEMENT FOR LODGING TAX FUNDS (“Agreement”) is entered into on the date written below between the City of Bainbridge Island, a Washington State municipal corporation (“City”), and North Kitsap Tourism Coalition, a Washington State nonprofit corporation] (“Recipient”).

WHEREAS, the Recipient submitted a proposal for Lodging Tax funds for market plan and event implementation as described in **Attachment A**; and

WHEREAS, upon recommendation of the Lodging Tax Advisory Committee and approval by the City Council at their December 11, 2018 meeting, the City has awarded this Agreement to effectuate the scope of work, as described in **Attachment A**; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and work and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

1. SERVICES AND WORK BY RECIPIENT

The Recipient shall arrange for the services and work as specified in this Agreement and as necessary to accomplish the scope of work attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Recipient shall arrange for all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The scope of work set forth in **Attachment A** shall also include a project budget for the services and work to be performed for the City under this Agreement.

The Recipient, in its activities and promotional materials, shall acknowledge financial support from the City related to the work and services funded by this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31, 2019, unless sooner terminated by either party as provided below. The terms of this agreement shall cover activities performed by the Recipient between January 1, 2019 through December 31, 2019.

B. This Agreement may be terminated by either party without cause upon thirty (30) days’ written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Recipient Ten Thousand Dollars (\$10,000.00) for all services and work performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work, according to the budget provided within **Attachment A**, in amounts to be billed quarterly. The Recipient shall execute this Agreement by March 31, 2019, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2019.

B. The Recipient shall submit, in a format acceptable to the City, quarterly invoices for services performed in a previous quarter. Each project shall be the subject of a separate invoice. The Recipient shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Recipient.

D. If the services rendered do not meet the requirements of this Agreement, the Recipient shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit a report on services and work prior to or accompanying its final quarterly invoice, but not later than January 17, 2020. This report should be no longer than five pages, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the scope of work described in **Attachment A**.
- Reference the project objectives specified in **Attachment A**. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in **Attachment A**. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in **Attachment A**, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the **Attachment A**. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the scope of work in the three categories below:
 - a. Travelers staying overnight in paid accommodations away from their place of residence or business;
 - b. Travelers staying overnight in unpaid accommodations (e.g., with friends and family) and traveling more than 50 miles;

- c. Travelers for the day only and traveling more than 50 miles.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

5. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

6. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants, and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services and work required under this Agreement. The Recipient shall make no claim of City employment nor shall the Recipient claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

D. The Recipient and any subcontractors shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 7 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or their designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient shall defend, indemnify, and hold the City, its officers, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the acts, errors, or omissions of the Recipient in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Recipient and the City, its officers, officials, employees, and volunteers, the Recipient's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Recipient's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Recipient's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

11. INSURANCE

The Recipient shall maintain insurance as follows and as further described in **Attachment B**:

- Commercial General Liability as described in **Attachment B**.
- Directors and Officers Liability as described in **Attachment B**.
- Automobile Liability as described in **Attachment B**.
- Workers' Compensation as described in **Attachment B**.
- None.

12. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with **Attachments A and B**, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

14. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

15. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

NORTH KITSAP TOURISM COALITION

CITY OF BAINBRIDGE

Date: March 5th, 2019

ISLAND Date: February 22, 2019

By: Pete Orbea


By: _____

Name: Pete Orbea

Morgan Smith, City Manager

Title: Board Officer

Tax I.D. #: 47-2263450

ATTACHMENT A
SCOPE OF WORK

LODGING/TOURISM FUND APPLICATION

Applicant Information

Please respond to each of these questions in the order listed. If the proposal includes multiple partners, please include the requested information for each organization.

1. Describe the applicant organization's mission, history, and areas of expertise. Describe the applicant's experience in tourism promotion on Bainbridge Island and its demonstrated ability to complete the proposed project.

Types of services: Digital marketing and video creation of new and existing events in order to increase the number of visitors from Outside Kitsap County and overnight stays, especially in the shoulder season; to increase the awareness of the natural resources and amenities in Kitsap County; and to reach out to audiences beyond Kitsap County.

Description of Project

We will continue to focus our efforts and create marketing campaigns and products that evoke the emotions, sights, sounds and smells of experiencing Kitsap County, while preserving the identity of each community. With these funds we will:

- Select events and activities most likely to bring visitors from Outside Kitsap County and create digital marketing campaigns to increase awareness and interest.
- Add lodging opportunities, links and codes to local lodging establishments to our campaigns to better track visitors and promote overnight stays.
- Expand our "Bead Jar" system for Outside Kitsap County visitor and overnight stays tracking methodology.
- Create videos for use in the campaigns and share with other tourism organizations. See Appendix F for links to current videos in use.

History

NKTC began in 2011 as some grassroots, ad-hoc volunteer group of individuals with a passion for the lovely Kitsap Peninsula and a unified mission to increase tourism and economic development. We gained non-profit status in August 2014 and obtained Federal Non-Profit status in 2015. Mike Barnet is our Marketing Director. Collectively we provide effective marketing campaigns for community events. Our Marketing Committee and Board of Directors includes marketing, communications, and PR professionals. Compliant with the County Policy, we have a diversity of funding, but require LTAC funding to continue.

As the NKTC Social Media outlets and email campaigns grow, NKTC has been successful in building targeted audience groups to promote various activities and events. Through targeted and re-targeted audiences developed by NKTC, Kitsap County events received increased awareness and tremendous engagements from visitors Outside Kitsap County or with travel times of more than 1 hour (travel time for 50 mi= 1 hour). Appendix A demonstrates our success with over 250,000 people reached and over 170,000 actual Facebook views.

We are synergistic with Visit Kitsap Peninsula(VKP) with each having our own place in the market and sphere of influence. VKP markets the entire Peninsula with a broader brush thereby creating a wide awareness and we target specific events to increase engagement, increase visitors from Outside Kitsap County and increase overnight stays.

2. If appropriate, please identify any project partners and briefly describe the involvement of each. Please note that the maximum award of \$130,000 will apply to any single project, even if proposed by a team of partners.

We have established and maintain relations with several key groups and organizations to include:

The Bainbridge Island Chamber of Commerce
The Greater Poulsbo Chamber of Commerce
The Greater Kingston Chamber of Commerce
Bainbridge Island Lodging Association
Port Madison Enterprises and Suquamish Indian Tribe
Olympic Property Group/ town of Port Gamble
Noo-Kayet Development Corporation and Port Gamble S'Klallam Tribe
Kitsap Pride
Greater Kingston Economic Development Committee/CoC
Bainbridge Island Downtown Association
NW Epic Series
Visit Kitsap
Winery Alliance of Bainbridge Island

Businesses participating in the Spirits & Spirits Festival, 2015, 2016, 2017, and 2018 (still lining up 2018 participants):

Bainbridge Island

Bainbridge Brewing Co
Lynwood Theater
Treehouse Cafe
Bainbridge Organic Distillers
Fletcher Bay winery
Bainbridge Vineyards
Beach House Bar
Bainbridge Cinemas/Lynwood Theatre
Suzanne Maurice Wine Bar

Kingston

Divine Wine
Kingston Ale House
The Filling Station
Westside Pizza

Port Gamble

Port Gamble General Store
Mrs. Muir
Butcher & Baker Provisions

Port Gamble S'Klallam

The Point Casino
Heronswood Garden

Poulsbo

Slippery Pig Brewery

Valholl Brewing Co
Sound Brewery
Rainy Daze
Western Red

Suquamish
Clearwater Casino Resort

The Bainbridge Island CoC Marketing and Tourism Director is our Treasurer and Member of the Board and Marketing Committee.

As mentioned previously, all communities are represented on our Board of Directors and Marketing Committee.

We continue to actively seek out more potential partners.

3. If appropriate, please list each project and amount of funding awarded and utilized from the Lodging Tax (Civic Improvement) Fund within the last five years (2014-2018).

2015 - \$2500

Online Content Management Services complete as of Dec. 2015
Bainbridge Island Tourism Video complete as of Dec. 2015

2016 - \$8,000

Tourism Marketing
Maintain and enhance website including more videos, build email list and develop a following on Facebook
Marketing and operations of special events and festivals designed to attract tourism
Co-sponsored the Stottlemeyer 30/60 mountain bike race
Sponsoring & implementing 2nd annual Spirits & Spirits Festival

2017 - \$10,000

Tourism Marketing
Maintain and enhance website including more videos, build email list and maintain Facebook while developing a broader following (example: Chilly Hilly Bike Race)
Marketing and operations of special events and festivals designed to attract tourism
Develop videos (example: Mochi Tsuki and Wine on the Rock)
(see Social Media Data Appendix A)
What's Your Sanctuary Video – Bainbridge Island completed and launched
North Kitsap Lodging Video launched
Sponsoring & implementing 3rd annual Spirits & Spirits Festival

2018 - \$9500

Tourism Marketing
Maintain and enhance website including more videos, build email list and maintain Facebook while developing a broader following (example: Chilly Hilly Bike Race)
Marketing and operations of special events and festivals designed to attract tourism
Develop videos (example: Wine on the Rock)
(see Social Media Data Appendix A)
Garden Tour Itinerary

North Kitsap Lodging Video promotions year-round
Sponsoring and implementing 4th Annual Spirits & Spirits Festival
North Kitsap Beer Tour video/campaign launched
North Kitsap Pizza Trail (March) videos/campaigns launched featuring That's A Some Pizza
Partnered with NK Rotary – video creation and marketing strategy launched to aide in Kitsap Ale Trail App
Partnered with Bainbridge Island Lodging Association to provide direct links to BILA lodging options.

4. If any previous projects by the applicant were funded through the Lodging Tax (Civic Improvement) Fund and were not completed and/or if reports were not submitted to the City as requested, please explain:

LODGING/TOURISM FUND APPLICATION

Project Information

1. Describe the proposed project.

- a. **Scope:** Identify the Project's main objectives and how each will be achieved. Be as specific as possible about the proposed services, measurable impacts, distribution method, and costs.

Project Objective 1: Create and implement Digital Marketing Campaigns, focusing on shoulder season events but also including some summer season events, to increase visitors from outside BI and overnight stays by partnering with new and existing events. We currently market over 20 events and activities and will increase this number by selecting events/activities that are most likely to increase visitors from Outside Kitsap County and overnight stays.

Project Objective 2: Create and implement another tracking system for visitors staying overnight and link our Facebook marketing campaigns to local lodging establishments for reservations and codes for tracking.

NKTC tested the use of the link tracking software Sniply with the Poulsbo Inn for first half of 2018. NKTC found that the software was viable for better tracking of lodging stays to specific lodging establishments. NKTC is currently purchasing Sniply on a subscription basis to expand the tracking software across multiple lodging partners.

With LTAC funding we will:

- Continue to market and collect attendance data for the 2018-19 events, therefore increasing visitors Outside Kitsap County and Overnight Stays.
- Add the remaining events to the schedule to be marketing and data collected, therefore further increasing visitors Outside Kitsap County and Overnight Stays.
- Produce and provide videos to VKP and other organizations for their use.

- b. **Budget:** Include a detailed budget for the proposed project with itemized expenses and income. Include the amount requested from the Lodging Tax Fund and identify other sources of funding anticipated or obtained, including matching funds, as well as any in-kind contributions necessary to complete the project.

Revenue	Budget
Cash on Hand 1/1/2019	2,000
Bainbridge Island LTAC	10,000
Olympic Property Group	5,000
Noo-Kayet Development Corporation	5,000
Port Madison Enterprises	5,000
Poulsbo LTAC	12,000
Kitsap County LTAC	10,000
Kingston Stakeholders	500
app x Port Gamble S'Klallam Tribe	2,000
Suquamish Tribal Fund	1,000
Port of Kingston	500
Total Revenue	53,000
Expenses	
Creative design, implementation, management & maintenance of social media, website, newsletter, marketing plan	22,400
Marketing content editor	3,000
Digital Advertising & videos	15,000
Display materials	500
Facebook Ads	4,000
Travel Writers Conference/trade show	1,000
Newsletter email program	300
Website domain renewals & hosting	520
Spirits and Spirits Event	3,500
Printing	500
Board/Liability Insurance	1,581
Annual State Corporate Renewal	10
Attorney fees - corporate	500
Total Expenses	52,811
Balance	189

Bainbridge Island LTAC Breakdown of Funds: \$10,000

- \$3150 Creative Design, maintenance, management of Social Media, Newsletter, marketing plan to represent Bainbridge Island
- \$2000 Marketing Content Editor
- \$500 Facebook Advertising
- \$1000 Spirits & Spirits
- \$250 Printing of Brochures
- \$3100 – 3 Videos Featuring Bainbridge Island

c. **Schedule:** Provide a project timeline that identifies major milestones.

Our timeline is dependent on the schedule of events from each community and will be assembled as the communities release their schedules. The marketing campaigns will extend from January 1st, 2019 through December 31st, 2019.

If applicable, please describe the project's scalability. How would the project scope and budget be adjusted should the full amount of the LTAC funding request not be awarded? Please provide specifics.

The NKTC project is scalable based on the awarded funds. To scale back, NKTC would reduce the amount allotted for our Spirits and Spirits Fest and cut at least one video production featuring Bainbridge Island as they are larger items.

2. Provide a brief narrative statement to address each of the selection criteria:

- a. Expected impact on increased tourism in 2019. Please provide specific estimates of how the project will impact the number of people traveling fifty miles or more to Bainbridge Island for the activity, or who will travel from another country or state outside of Washington State to attend the activity. If appropriate, compare/contrast this impact to the actual or estimated number of tourists at your event/facility in 2017 and estimates for 2018.

A. Expected impact on increased tourism in 2019.

Visitors require four hours of activities for every hour of travel time. Therefore, if there are only enough activities to fill one day, visitors will only travel for two hours. This is often the case with the small towns in North Kitsap. By marketing itineraries for "Sanctuaries", "Pick Your Passion", special "Trails" and "Tours", we target specific markets and have more to offer. If we have more to offer by marketing the entire North Kitsap Peninsula, visitors will see more value in making the trip and will travel from farther away. Bainbridge Island lodging establishments can now become a base for visitors experiencing not only the many assets of Bainbridge, but also for those visiting the entire North Kitsap Peninsula.

- b. Expected impact on, or increase in, overnight stays on the island. Please include actual or estimated numbers of tourists who will stay overnight in paid accommodations in Bainbridge Island lodging establishments in 2019 as a result of the proposed activities. Please include the basis for any estimates.

B. Expected impact on overnight stays on the island.

We anticipate a 3.5% increase of overnight stays on the island. NKTC has partnered with the Bainbridge Island Lodging Association to provide direct links from the NKTC "Where to Stay" page to give exposure to the NKTC audience to a wide variety of lodging options on the island. Overnight visitors spend 4 times as much as day visitors and are therefore a target worth pursuing. Having more activities not only increases the distance that people are willing to travel, but also increases overnight stays. Itineraries and activities extending beyond a day will also target specific markets and increase overnight stays. Bainbridge Island lodging establishments have become a base for visitors experiencing not only the many assets of the island, but also for those visiting the entire Peninsula. Our off-season Spirits and Spirits event will also increase overnight stays as it grows in popularity.

- c. Projected economic impact on Bainbridge Island businesses, facilities, events, and amenities, including sales of overnight lodging, meals, tours, gifts, and souvenirs (helpful data may be found on the Washington State Department of Commerce website).

C. Projected economic impact on Bainbridge Island businesses, facilities, events and amenities, including sales of overnight lodging, meals, tours, gifts, and souvenirs.

We expect a conservative increase of 3.5% of visitors (including day trippers). Washington's Sanctuary Shore focuses on the Best of the Best in each community, including restaurants, entertainment and retail. Although visitors come for the primary activity or anchor tenant, 60% of their spending will be on activities other than the primary reason that they came, according to Roger Brooks. Therefore, all businesses will benefit from the marketing of specific campaigns featuring unique events and businesses (example: North Kitsap Pizza Trail featuring That's A Some Pizza).

The Spirits and Spirits event will have a direct effect on the Bainbridge Island establishments that participate including the Lynwood Theater and surrounding businesses.

- d. The project's potential to draw visitors to the Island and increase overnight stays during the off-season, i.e., October 1 until Memorial Day.

D. The projected potential to draw visitors in the off season, i.e. October 1 until Memorial Day.

As described in Project Information section, NKTC's number one project objective is to Implement Shoulder Season Campaigns to increase overnight stays from Labor Day to Memorial Day. The potential is high and could be conservatively estimated to be an increase of 5% over last year.

Spirits & Spirits 2015 was the first major North Kitsap-wide event to increase customer traffic to retail businesses and lodging establishments during the off-season. We anticipate up to 150 overnight stays this year in conjunction with the Port Gamble Paranormal Conference of which 50% will be from greater than 50 miles away. We intend to grow the event yearly and draw visitors from greater distances and increasing numbers each year.

- e. The applicant's demonstrated history of organizational and project success.

E. The organizations demonstrated history of organizational and project success.

Please see Appendix A, B, C, and F.

- f. Describe any partnerships with other organizations and businesses in the proposed project – including efforts to minimize duplication of services where appropriate and encourage cooperative marketing.

F. Describe any partnerships with other organizations and businesses in the proposed project – including efforts to minimize duplication of services where appropriate and encourage cooperative marketing.

The very nature of our project and organization is partnership and collaboration. Our website, blog, and e-newsletter will focus on anchor tenants, experiences, and events and will link to community websites for detail, therefore reducing redundancy. We also look forward to further developing partnerships on Bainbridge Island like the partnership with the Bainbridge Island Chamber of Commerce, North Kitsap Rotary, and Bainbridge Island Lodging Association.

See page 3 and 4 for a list of our partners.

- g. Describe the degree to which the project goals and/or results can be objectively assessed.

G. Describe the degree to which the project goals and/or results can be objectively assessed.

As previously discussed, we will be measuring the effectiveness of the online activities as follows:

Primary Goal – grow mailing list, contact list (includes social media contacts), and targeted audiences.

Website – Google Analytics and other detailed digital tools like Sniply.

Videos – Detailed digital analytics

Increased visitors and duration of stay – research itinerary ideas, possible metrics, and methodology.

- h. Describe the degree to which the project will leverage award funds with additional matching funds or donated in-kind goods or services.

H. Describe the degree to which the project will leverage award funds with additional matching funds or donated in-kind goods or services.

Funds awarded in 2019 by Bainbridge Island will be leveraged by contributions from the other communities will be leveraged by more than a factor of 4, as they were in 2018.

The NKTC Board and Marketing Committee have contributed more than 375 volunteer hours so far in 2018, and more to come during the Spirits and Spirits Festival this October.

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

The Recipient shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Recipient, its agents, representatives, or employees.

B. No Limitation

The Recipient's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Recipient to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Recipient shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Recipient's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Directors and Officers Liability insurance coverage.

D. Minimum Amounts of Insurance

The Recipient shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Directors and Officers Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provision

The Recipient's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Recipient's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, the Recipient shall provide to the person identified in Section 9 of the Agreement a Certificate of Insurance evidencing the required insurance. The Recipient shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Recipient before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Recipient shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Recipient to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Recipient to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Recipient from the City.

J. City Full Availability of Recipient Limits

If the Recipient maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Recipient, irrespective of whether such limits maintained by the Recipient are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Recipient.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RISQ Consulting 500 West 36th Avenue Suite 310 Anchorage AK 99503		CONTACT NAME: Lynn Pritchett PHONE (A/C, No, Ext): (907) 365-5100 E-MAIL ADDRESS: lpritchett@risqconsulting.com FAX (A/C, No): (907) 365-5180	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance Compani	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED North Kitsap Tourism Coalition PO Box 85 Port Gamble WA 98364			

COVERAGES

CERTIFICATE NUMBER: 18/19

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		PHPK1897594	12/19/2018	12/19/2019	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 5,000	
	OTHER:						PERSONAL & ADV INJURY \$ 1,000,000	
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per accident) \$	
	DED	RETENTION \$					PROPERTY DAMAGE (Per accident) \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
								E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Grant Funding

The Certificate Holder is an Additional Insured on the General Liability policy. Subject to policy terms, conditions & exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Bainbridge Island 280 Madison Ave. North Bainbridge Island WA 98110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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