

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 Visit Kitsap Peninsula, a Washington State nonprofit corporation, (“Recipient”).

WHEREAS, the Recipient submitted a proposal for Lodging Tax funds for a marketing plan including reporting metrics as described in **Attachment A**; and

WHEREAS, upon recommendation of the Lodging Tax Advisory Committee and approval by the City Council at their December 14, 2021, 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 January 31, 2023, unless sooner terminated by either party as provided below. The terms of this agreement shall cover activities performed in accordance with **Attachment A** by the Recipient between January 1, 2022, through December 31, 2022.

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 Thirteen Thousand Four Hundred Dollars (\$13,400) 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.

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 13, 2023. 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.

16. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

17. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Manager

To the Recipient: Visit Kitsap Peninsula
9230 Bayshore Drive NE, #101
Silverdale, WA 98383
Attention: Executive Director

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

18. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

20. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

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.

VISIT KITSAP PENINSULA

CITY OF BAINBRIDGE ISLAND

Date: March 1, 2022

Date: 2/2/22

By: Beth Javens

By: Blair King

Name: Beth Javens

Blair King, City Manager

Title: Director

Tax I.D. #: 91-1146544

ATTACHMENT A
SCOPE OF WORK

CITY OF BAINBRIDGE ISLAND

**2022 LODGING/TOURISM FUND PROPOSAL
COVER SHEET**

Project Name: Bainbridge Island Marketing Plan including reporting metrics

Name of Applicant Organization and Amount Requested:

Visit Kitsap Amount \$13,400

Applicant Organization IRS Chapter 501(c)(3) or 501(c)(6) Status and Tax ID Number:

501[c]6 Non-profit 91-1146544

Date of Incorporation as a Washington State Corporation and UBI Number:

1983 UBI 601-135-703

Primary Contact:

Beth Javens, Director

Mailing Address:

9230 Bayshore Drive NW #101 Silverdale, WA

Email(s): beth.javens@visitkitsap.com

Day phone: 360-908-0088 Cell phone: 360-908-0088

Please indicate the type of project described in your proposal:

v	Project Type
<input checked="" type="checkbox"/>	Tourism marketing
<input checked="" type="checkbox"/>	Marketing and operations of special events and festivals designed to attract tourists
<input type="checkbox"/>	Supporting the operations of a tourism-related facility owned or operated by a nonprofit organization*
<input type="checkbox"/>	Supporting the operations and/or capital expenditures of a tourism-related facility owned or operated by a municipality or a public facilities district*

*If the proposal requests funds for a tourism-related facility, please indicate the legal owner of that facility:

Applicant Information

Question 1

Visit Kitsap (VKP) is the official destination marketing organization for the Kitsap Peninsula since 1983. VKP Tourism Partner Marketing Services provide strategic tourism management, hospitality and tourism advocacy for communities of North, Central and South Kitsap County.

VKP has represented the communities on the Kitsap Peninsula including Bainbridge Island since inception including events such as Wine on the Rock, Chilly Hilly, Paddle Bainbridge and more. VKP is the steward and program manager for the Kitsap Peninsula Water Trails designated in 2014 by the Department of the Interior. In 2021 VKP collaborated with the Washington Trust for Historic Preservation on the National Washington Maritime Heritage Area adding yet another historically and culturally significant designation on Kitsap and Bainbridge Island.

Visit Kitsap has played an important role in communicating health advisories due to COVID 19 and in jumpstarting promotional efforts for the local economy as the COVID pandemic evolved and restrictions were lifted. In conveying the states' health directives.

VKP currently provides the following comprehensive tourism services: Targeted marketing outside 50 miles for the purpose of generating lodging tax revenue including public relations efforts to attract visitors to specific niche:

- Supplying fulfillment requests from our administrative offices as well as providing Bainbridge Island hospitality non-profits collateral and materials for their guests;
- Monthly reports on visitor traffic to Bainbridge Island including hotel occupancy, short-term rental occupancy, website analytics, monthly media coverage, monthly mobile identification accounting for visitors from cities and states including zip-codes and points of interest throughout the United States who visit Bainbridge Island;
- Economic impact of travel and visitation for Kitsap County from WSDOT ferry terminals and Washington Department of Commerce.

VKP provides social, digital and content management services as well as collateral and visitor guide fulfillment to engaged Bainbridge Island businesses, museums, parks and attractions including many partners in hospitality. VKP provides event support, outreach and community sponsorships, complimentary listings of Bainbridge Island restaurants, retail, parks, recreation and events. VKP places targeted advertising in print, radio, social, and broadcast media to attract visitors over 50 miles.

With new leadership in place Visit Kitsap has begun implementing programs with data-driven metrics and reporting to provide the City of Bainbridge Island an accurate portrait of the Bainbridge Island visitor including:

- Accurate audience coverage and advertising equivalency value of Bainbridge Island media, features, mentions
- Hotel rooms booked on Bainbridge Island through VKP booking engine
- Economic impact and spending on Bainbridge Island via VKP proprietary research
- Mobile identification analytics via VKP proprietary research
- Demographics via VKP proprietary research
- Length of stay
- Web analytics
- Social media insights

Visit Kitsap's innovative new data-driven research and metrics coupled with our traditional marketing will enable us to target Bainbridge Island lodging business, track bookings, click through rates and occupancy to better enable the city to forecast lodging tax and report to Joint Legislative ARC.

Visit Kitsap is happy to offer marketing expertise and assistance specifically relevant reports and targeted marketing assistance to the City of Bainbridge Island, Visit Bainbridge, Bainbridge Island Tours, Bainbridge Island Hospitality, Bainbridge Island Chamber of Commerce, Historic Downtown Bainbridge, Bloedel Reserve, Bainbridge Historical Museum and BIMA, Bainbridge Wine Alliance and any tourism and hospitality partners with additional in-kind support. VKP will provide co-operative marketing opportunities, programs and research designed to help attract visitors to Bainbridge Island while providing strong sustainability and eco-stewardship messaging as needed.

Question 3

Visit Kitsap has been awarded the following Lodging Tax funding:

2021- \$5,000

2020-\$12,000

2019-\$12,000

Question 4

COVID 19 Pandemic-related activities that were prohibited or adversely affected due to state and county mandates were postponed or restructured.

Project Information

Describe the Proposed Project

Scope: Visit Kitsap (VKP) will provide an annual comprehensive marketing program including traditional media and innovative reporting to monitor VKP conversions on media, public relations, and lodging on travelers to Bainbridge Island with the intent and purpose of converting business from 50 miles or more. This includes the following:

- Create "Passport to Bainbridge" a Bainbridge Island specific program featuring businesses, museums gardens cultural and historic attractions and accompanying reports for downloads, check-ins and business productivity
- Collaborate with BI partners to attract travelers that meet lodging and business needs of lodging partners both in and out of season and alternative and on-demand transportation messaging for day trips
- Implement data-driven research campaigns and features on social media radio broadcast and print and affinity publications (ex: NW Travel, 1859, Waterside Magazine)
- Coordinate and provide itineraries for travel writers to NW Travel Journalists, International Food Wine and Travel and Society of American Travel Writers, Port of Seattle and Washington Tourism Alliance to attract international and out-of market visitors collaborating with BI partners
- Partner to create travel industry familiarization tours to Bainbridge Island and collaborate with BI partners when requested
- Promote all Bainbridge Island visitor-related businesses and attractions on all VKP media and platforms including VisitKitsap.com, KitsapPeninsulaWaterTrails.com, KitsapBites.com, Kitsap Bites Facebook, Visit Kitsap Blog, Visit Kitsap Facebook, Visit Kitsap Instagram, Kitsap Bites Facebook
- Feature Bainbridge Island access points and events on Kitsap Peninsula Water Trails web site, social media platforms
- Promote Bainbridge Island on any National Washington Maritime Heritage Area promotions in cooperation with Historical Museum and others
- Provide regular fulfillment and delivery of collateral brochures and itineraries to BI Chamber of Commerce for relocation packets and member businesses; Bainbridge Downtown Association for visitors to downtown Winslow and City of Bainbridge offices including the VKP map distribution to over 50 visitor outlets including county city and regional visitor centers and Washington State Ferries
- Fulfillment of GO WA brochures and mailings to prospective out of state visitors
- Promote over 100 Bainbridge Island events on social media and visitkitsap events calendar including, content, description, dates and photo files including farmers market, Kitap Peninsula Water Trails access and water sports, BIMA Art Exhibitions, Wine Alliance events, National Park interpretive Japanese Exclusion Memorial, Bainbridge Island Historical museum tours, Bainbridge Island featured musical entertainment, Fay Bainbridge Park events, Bloedel Reserve tours, holiday events, off-season marketing, Wine on the Rock, Mochi Tsuki and more
- Provide complimentary promotional programs for Bainbridge Island businesses including the VKP map distribution in Certified Folder Create Passport to Bainbridge-a Bainbridge Island specific program featuring businesses, museums gardens cultural and historic attractions and accompanying reports on download

LODGING/TOURISM

Visit Kitsap/City of Bainbridge Island

2022 Revised -\$13,400

Adjusted Project Information

1. Proposed projects

- a. **Scope:** Visit Kitsap, Host and Marketing Partner, Travel Blogger Exchange
- b. **Budget:** \$1500 to cover transportation and costs associated with the Travel Blogger Exchange April 2022. BI Lodging Tax Fund, Visit Kitsap and Washington Tourism Alliance.
- c. **Schedule:** April 2022
- d. **Reporting:** Any media, audience and ad value tracked generated from attendees

2. Proposed projects

- a. **Scope:** Visit Kitsap, Host and Marketing Partner International Food Wine and Travel Fam
- b. **Budget:** \$2900 to cover transportation and costs associated with fam with funds from Visit Kitsap.
- c. **Schedule:** TBD 2022
- d. **Reporting:** Any media, audience and ad value tracked generated from travel journalists, writers, bloggers, attendees

3. Proposed projects

- a. **Scope:** Promotion and public relations for all Bainbridge Island Events on social media and website
- b. **Budget:** \$8,000 to cover costs associated. Lodging Tax Fund, Visit Kitsap in kind.
- c. **Schedule:** Annual 2022
- d. **Reporting:** Visitation data via location based mobile id over 50 miles

4. Proposed Projects

- a. **Scope:** Paddle Bainbridge/Kitsap Peninsula Water Trails
- b. **Budget:** \$1000 to cover transportation, gear, safety, food and costs associated with Paddle Bainbridge. Lodging Tax Fund
- c. **Schedule:** August 2022.
- d. **Reporting:** Any media, audience and ad value and room nights tracked generated from event

2. Brief Narrative

- a. Expected Impact: 1,000+ room nights booked utilizing targeted zip codes from outside 50 miles in Markets may include Oregon, California, Idaho, Montana, Arizona, Utah and Texas; adding web tracker to Visitkitsap website to track mobile advertising click-throughs and reports from visitkitsap.com booking engine to track hotel bookings.* Bookings in 2020 were altered by COVID both positively and negatively with the highest and busiest pre-pandemic bookings in the summer since 2019.
- b. Increase and definitive reporting of at least 25% to 500,000+ visitors if COVID is mitigated and protocols are not a factor; reports will include visitors, metro areas, demographic, points of interest. (POIS) length of stay on BI and spending.*
- c. Digital passport and mobile marketing campaigns will have an economic impact of millions of dollars to the local economy. VKP can track visitors, specific digital campaigns, converting bookings and average spend.*
- d. Washington State projects Kitsap County as #8 in the state in visitor spending and state and local tax collection, VKP proprietary data indicates Bainbridge Island in the top 5 of traveled markets to Kitsap Peninsula and #2 WA Ferries visitors behind Kingston/Edmonds.
- e. The flexibility of digital marketing including mobile ID and social media allows VKP to create campaigns that target off-season visitors with relative ease and track their web site visits, bookings and average spend.*
- f. Visit Kitsap will coordinate and provide data for other organizations like BI, Wine Alliance, Bainbridge Hospitality and more to target markets for best use of LTAC funds and provide booking links for events interested in outreach to out of market visitors. *See also "h"*
- g. Geofencing, heatmapping and polygons, OTT advertising, streaming, media tracking on social radio broadcast digital and radio as well as mobile advertising are relatively new innovative programs used by larger cities and DMOs to target "lookalike" audiences who have previously traveled based on their geo-location, demographics and points of interest (POIS). These programs help VKP utilized the investment of BI lodging tax funds more effectively.
- h. As previously mentioned, VKP can target visitors to BI who have attended a previous event, say Wine on the Rock or Paddle Bainbridge. We can re-target those visitors from zip codes and metro areas with mobile id ads, affinity publications, or social media and track the click through rate to our web site or set -up a link to the Wine Alliance web site and track the bookings or they can track the referrals from VKP web site.
- i. N/A
- j. Reporting is available on **ALL** included in our BI Lodging Tax request. VKP metrics, data, reports and conversions for 2022 including hotel bookings, short-term rental occupancy, attendance, spending, demographics and media audiences.
- k. VKP has received funds to launch pilot programs in the 3rd and 4th quarters of 2021. We anticipate success with in-kind and grant support that helped make these pilot programs possible and want to continue their implementation for BI in 2022 with LTAC funding.
- l. VKP can effectively encourage longer length of stays and combine messaging with alternative forms of transit, walking and cycling when traveling throughout BI, promoting BI on-demand ridership and Kitsap Transit, partner with BI Tours are effective means to reducing carbon emissions.

VISIT KITSAP PENINSULA
Profit & Loss
 January through December 2020

	Jan - Dec 20
Equipment	
Office Furniture	877.00
Postage Meter	2,606.35
	3,483.35
Total Equipment	3,483.35
Insurance	
Insurance - Liability, D and O	878.99
Insurance Commercial	797.69
	1,676.68
Total Insurance	1,676.68
Licenses and Permits	11.28
Marketing	
Advertising	50,589.63
Broadcast Media	2,300.00
Co-Op Marketing	6,200.00
Production	81,216.02
Promotion	2,106.97
Public/Press Relations	648.03
Radio	15,650.00
Social Media	1,002.00
VKP Visitor Website	29,636.99
Marketing - Other	300.00
	189,649.64
Total Marketing	189,649.64
Meals and Entertainment	1,581.10
Office/Supplies	
Office Improvements	0.00
Office Supplies	2,307.73
Printing and Copying	233.70
Software	1,329.15
Office/Supplies - Other	1,119.36
	4,989.94
Total Office/Supplies	4,989.94
Payroll Expenses	
Admin Staff	46,062.50
direct deposit fee	90.72
Exec Dir	122,692.27
Federal Unemployment	84.00
L&I	521.69
Medicare	2,490.45
Social Security	10,648.80
WA Unemployment	128.40
Payroll Expenses - Other	3,209.36
	185,928.19
Total Payroll Expenses	185,928.19

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Cash Basis

VISIT KITSAP PENINSULA
Profit & Loss
January through December 2020

	<u>Jan - Dec 20</u>
Postage and Delivery	94.52
Professional Fees	
Accounting	4,550.00
Photography	200.00
Web Site Development	293.47
	<hr/>
Total Professional Fees	5,043.47
Rent	19,000.00
Taxes/Payroll	
Dept L&I	0.18
PFML Expense	435.09
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Total Taxes/Payroll	435.27
Telephone	
Local/LD/Fax/800	545.03
Mobile	1,835.76
Telephone - Other	2,931.33
	<hr/>
Total Telephone	5,312.12
Travel	
Ferry	13.55
Lodging	474.29
Meals	61.46
	<hr/>
Total Travel	549.30
	<hr/>
Total Expense	472,764.49
	<hr/>
Net Ordinary Income	8,887.01
	<hr/>
Net Income	<u>8,887.01</u>

VISIT KITSAP PENINSULA
Profit & Loss
 January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
Primary Income	
City of Bainbridge Island	5,500.00
City of Port Orchard	14,833.28
City of Poulsbo	12,149.97
Kitsap County	78,666.73
Kitsap Public Facilities Dist	16,000.00
Primary Income - Other	59,333.32
Total Primary Income	186,483.30
Secondary Income	
Corporate Funding	20,000.00
Full Circle Program	21,993.00
Grant/Partnership Funds	54,444.45
Total Secondary Income	96,437.45
Total Income	282,920.75
Gross Profit	282,920.75
Expense	
Bank Svc Chg/Interest Exp	
Service Charge	47.60
Total Bank Svc Chg/Interest Exp	47.60
Community Sponsorship	
Full Circle Reimbursements	1,275.00
Community Sponsorship - Other	2,395.00
Total Community Sponsorship	3,670.00
Conference, convention, meetings	
Meetings	-275.14
Total Conference, convention, meetings	-275.14
Donation	325.00
Dues/Subscriptions	3,027.21
Equipment	
Copier	927.00
Postage Meter	2,281.66
Total Equipment	3,208.66

VISIT KITSAP PENINSULA
Profit & Loss
 January through December 2021

	Jan - Dec 21
Insurance	
Insurance - Travel	21.88
Insurance Commercial	1,543.00
Total Insurance	1,564.88
Licenses and Permits	10.00
Marketing	
Advertising	29,275.19
Co-Op Marketing	3,450.00
Editorial Support	125.00
Production	53,991.53
Promotion	12,350.76
Public/Press Relations	7,126.74
Research	3,352.00
Social Media	20,686.00
VKP Visitor Website	5,516.92
Marketing - Other	24.57
Total Marketing	135,898.71
Meals and Entertainment	1,437.28
Office/Supplies	
Office Supplies	2,714.53
Printing and Copying	180.51
Software	792.18
Office/Supplies - Other	770.68
Total Office/Supplies	4,457.90
Payroll Expenses	
direct deposit fee	32.47
Exec Dir	68,479.11
Federal Unemployment	84.00
Health Coverage Allowance	10,834.04
L&I	88.43
Medicare	1,322.82
Social Security	5,656.20
WA Unemployment	159.91
Payroll Expenses - Other	16,138.32
Total Payroll Expenses	102,795.30
Postage and Delivery	520.72
Professional Fees	
Accounting	4,555.00
Total Professional Fees	4,555.00
Rent	9,300.00

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09/18/21

Cash Basis

VISIT KITSAP PENINSULA
Profit & Loss
January through December 2021

	<u>Jan - Dec 21</u>
Taxes/Payroll	
Dept L&I	94.85
Emp Sec	45.50
PFML Expense	231.10
Total Taxes/Payroll	<u>371.45</u>
Telephone	
Local/LD/Fax/800	380.34
Mobile	1,053.32
Telephone - Other	1,742.97
Total Telephone	<u>3,176.63</u>
Travel	
Ferry	2.00
Fuel	31.00
Lodging	1,000.00
Meals	29.55
parking	162.30
Transportation	453.78
Total Travel	<u>1,678.63</u>
Utilities	<u>19.00</u>
Total Expense	<u>275,788.83</u>
Net Ordinary Income	<u>7,131.92</u>
Net Income	<u><u>7,131.92</u></u>

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.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 10, 2021

CITY OF BAINBRIDGE ISLAND
280 MADISON AVE N
BAINBRIDGE ISLAND WA 98110-1812

Account Information:

Policy Holder Details :	VISIT KITSAP PENINSULA
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2021

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 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 PROPEL INSURANCE/PHS 52813224 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS:		
INSURED VISIT KITSAP PENINSULA 9230 BAY SHORE DR NW STE 101 SILVERDALE WA 98383-9162		INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company Ltd. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC# 11000

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS		
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			52 SBA AE1529	03/10/2021	03/10/2022	EACH OCCURRENCE	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
							MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$1,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			52 SBA AE1529	03/10/2021	03/10/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
							BODILY INJURY (Per person)		
							BODILY INJURY (Per accident)		
							PROPERTY DAMAGE (Per accident)		
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE		
							AGGREGATE		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	
								E.L. DISEASE -EA EMPLOYEE	
								E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			52 SBA AE1529	03/10/2021	03/10/2022	Each Claim Limit Aggregate Limit	\$10,000 \$10,000	

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CITY OF BAINBRIDGE ISLAND
 280 MADISON AVE N
 BAINBRIDGE ISLAND WA 98110-1812

CANCELLATION

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

Susan S. Castaneda

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