

ATTACHMENT A

CONTRACT NO. KC- TOURISM PROMOTION AGREEMENT

This Tourism Promotion Agreement (“Agreement”) is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 (“County”) and NAME, a non-profit corporation, having its principal offices at [Contractor Addr] (“Recipient”).

RECITALS

WHEREAS, Chapter 67.28 RCW authorizes the County to impose a Lodging Tax and to use all revenue from the Lodging Tax for the purpose of paying for tourism promotion and the acquisition or operation of tourism related facilities;

WHEREAS, Chapter 67.28 RCW authorizes the formation of a lodging tax advisory committee to review applications from persons requesting to receive Lodging Tax funds and to provide a list of candidates along with recommended amounts of funding to the Board of County Commissioners for approval;

WHEREAS, the Recipient has submitted an application for the use of Lodging Tax funds;

WHEREAS, the lodging tax advisory committee has recommended Lodging Tax funding for the Recipient to be used for the authorized purpose identified in the Scope of Work and the Board of County Commissioners has approved the recommendation; and

WHEREAS, the parties desire to execute this Agreement to address the respective requirements of each for the receipt and use of Lodging Tax funds.

In consideration of the terms and conditions of this Agreement, the parties mutually agree as follows:

SECTION 1. TERM AND EFFECTIVE DATE

- 1.1. The Agreement will become effective January 1, 2025 and terminate December 31, 2025, unless terminated or extended. In no event will the Agreement become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. RECIPIENT SCOPE OF WORK

- 2.1. Scope of Work. Recipient accepts receipt of Lodging Tax funds and agrees to complete the Tourism Promotion Activities (“Activities”) identified in Attachment A: (Scope of Work), which is incorporated herein by reference.
- 2.2. Changes in Scope of Work. No change(s) shall be made to the Scope of Work except by written amendment to the Agreement as provided in Section 9.1 herein.
- 2.3. Recipient Capacity. Recipient agrees and confirms that it has the institutional, managerial, and financial capacity to ensure proper planning, management, and completion of the Activities as provided herein.

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SECTION 3. FUNDING AMOUNT AND PAYMENT

- 3.1. Funding Amount. The maximum amount of funding provided under the Agreement by the County shall not exceed \$[Contract Amount]. A description of the funding is provided in Attachment B: Funding, which is incorporated herein by reference.
- 3.2. Invoice. In order to receive funding, Recipient must submit an invoice(s) to the County using the Lodging Tax Fund Reimbursement Request Form (Attachment C), which is incorporated herein by reference. Each invoice shall identify the expenditures or purchase(s) made and corresponding dates, receipts of expenditures or purchases, and any other information requested by the County.
- 3.3. Payment. The County will make reasonable efforts to pay Recipient within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to Recipient will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 3.4. Insurance/W-9 Compliance. All payments are expressly conditioned upon Recipient's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to Recipient unless otherwise provided herein.
- 3.5. Restrictions. Recipient will only be entitled to receive payment for Activities, expenditures, or purchases expressly authorized in the Agreement and completed during the Agreement term and accepted by the County. County reserves the right to withhold payment of funds under this Agreement if the County determines payment to be noncompliant with this Agreement, County ordinances, generally accepted accounting principles, and federal and state law. Recipient acknowledges oral requests and approvals of additional Activities or additional compensation are prohibited and unenforceable.
- 3.6. No Advance Payment. No advance payments shall be made for any Activities provided by Recipient pursuant to this Agreement, unless otherwise stated in this Agreement.
- 3.7. Overpayments. Recipient will promptly refund to County the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of discovery of such an error.

SECTION 4. TERMINATION

- 4.1. For Convenience. The County may terminate the Agreement, in whole or in part, without penalty, for any reason or no reason, with ten (10) days prior notice to Recipient.
- 4.2. For Funding issues. If any funding for the Activities is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Agreement becomes effective, the County may: (1) offer to amend the Agreement to reflect a decrease in funding or (2) terminate the Agreement.
- 4.3. Termination for Cause. The County may suspend or terminate the Agreement, in whole or part, due to the failure of Recipient to comply with any Agreement term or condition, Recipient fails to maintain a good faith effort to carry out the Activities, or if the County determines Recipient has been debarred, suspended, or otherwise lawfully prohibited

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from receiving Lodging Tax funds. Recipient shall immediately notify the County if Recipient becomes suspended or debarred.

- 4.4. Procedures. Upon receipt of notice of termination, Recipient shall stop all Activities as directed in the notice, notify Personnel of the termination date, and minimize further costs. A final payment will be made to Recipient only for Activities performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

SECTION 5 REPORTING REQUIREMENTS

- 5.1. Lodging Tax Report. Consistent with RCW 67.28.1816, Recipient will complete the Lodging Tax Reporting Form (Attachment D), which is incorporated herein by reference, and submit along with each invoice to the County.

SECTION 6. INDEMNIFICATION

- 6.1 To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Agreement, whether such Claims arise from the acts, errors, or omissions of Recipient, its Personnel, third parties, or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by Recipient from and against any and all Claims.
- 6.2 With regard to any Claim against any Indemnitee by any of Recipient's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, Recipient's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for Recipient or Recipient's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, Recipient expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 6.3 Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, and damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement of copyright, patent, trademark, or other proprietary rights of any third parties arising out of Agreement performance or use by the County of materials furnished or work performed under the Agreement.
- 6.4 Obligations/Notice of Claim. The County will provide Recipient notice of the assertion of liability by a third party that may give rise to a Claim by County against Recipient based on the indemnity contained herein. Recipient shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date, and will advise the County if Recipient accepts or denies tender of the claim. The County may

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in its discretion withhold all or part of any payment due Recipient under the Agreement until Recipient responds to such notice. Recipient shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of Recipient's indemnity and defense obligations under the Agreement. Recipient shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. Recipient shall promptly advise the County of any occurrence or information known to Recipient that could reasonably result in a Claim against the County. The violation of any provisions of this Section, including improper refusal to accept tender, is a material breach.

SECTION 7. INSURANCE

- 7.1 Minimum Insurance Required. Recipient and its subcontractors, if any, shall procure and maintain, until all of the Agreement obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by Recipient without regard to the Agreement, whichever is greater.
- 7.2 Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent Recipient liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Agreement.
- 7.3 Umbrella or Excess Liability. Recipient may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. Recipient agrees to an endorsement naming the County as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 7.4 Workers' Compensation. If applicable, the Recipient shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Recipient's Personnel eligible for such coverage.
- 7.5 Liquor Liability. In the event Recipient organizes, promotes, or sponsors an event involving the sale or consumption of alcoholic beverages, Recipient shall also provide evidence that it has obtained liquor liability insurance of at least \$1,000,000 per occurrence, for each event. The County shall be named as additional insured.
- 7.6 Primary, Non-Contributory Insurance/Subcontractors. Recipient's and its subcontractors'

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insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Recipient's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. Recipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.

- 7.7 Review of Policy Provisions. Upon request, Recipient shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Agreement. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and Recipient's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve Recipient from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 7.8 Waiver of Subrogation. In consideration of the Agreement award, Recipient agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should Recipient enter into a waiver of subrogation on a pre-loss basis.
- 7.9 Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Recipient and its subcontractors. Endorsement is not required if Recipient is a self-insured government Recipient, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Agreement number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, Recipient shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Activities, 614 Division Street, MS-7, Port Orchard, Washington 98366.

- 7.10 General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of Recipient under the Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under the Agreement shall be paid by Recipient. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. Recipient's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.

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- 7.11 Claims-Made. If Recipient's liability coverage is written as a claims-made policy, the Recipient shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Agreement.

SECTION 8. NOTICE AND AGREEMENT REPRESENTATIVES

- 8.1 Any notices, demands, and other communications required by the Agreement will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Agreement Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Each party will designate a "Agreement Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

County's Agreement Representative

Name: Lee Reyes
Title: Administrative Manager
Address: 614 Division Street, MS-7, Port Orchard, WA 98366
Phone: 360-337-4471
Email: lreyes@kitsap.gov

Recipient's Agreement Representative

Name: [Recipient Rep Name]
Title: [Recipient Rep Title]
Address: [Recipient Rep Addr]
Phone: [Recipient Rep Phone]
Email: [Recipient Rep Email]

SECTION 9. AMENDMENTS, SUBAGREEMENTS, INDEPENDENT CONTRACTOR

- 9.1 Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
- 9.2 Successors and Assigns. To the extent permitted by law, the Agreement is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 9.3 Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing Recipient), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Agreement. Any purported assignment or transfer in violation of this section shall be void.
- 9.4 Subcontractors. Recipient shall provide the County a list of all subcontracts and the subcontracts' proposed responsibilities. "Subcontract" means any Agreement, express or implied, between Recipient and another party or between a subcontract and another party

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delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Agreement. All subcontracts shall incorporate by reference the terms and conditions of this Agreement. Recipient is solely responsible for the performance and payment of its subcontract.

- 9.5 Independent Contractor. Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Recipient shall have complete responsibility and control over its Personnel. Neither Recipient nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County. Recipient and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. Recipient and its Personnel shall be responsible for payment of all insurance, taxes, and benefits. "Personnel" means Recipient and Recipient's employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Recipient directly or indirectly or through third parties to perform any Activities under the Agreement.

SECTION 10. REPRESENTATIONS AND RECORDS

- 10.1. No Fee. Recipient certifies it has not received, nor paid or agreed to pay, another person or Recipient, other than a bona fide employee working exclusively for the Recipient, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.
- 10.2. Licenses, Permits, and Taxes. Recipient shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Agreement, including without limitation, registration with the Washington State Department of Revenue. Recipient shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 10.3. Compliance. Recipient and its Personnel, and the Activities undertaken by the Recipient and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County.
- 10.4. Nondiscrimination. Recipient and its Personnel shall not discriminate against any person based on race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Agreement.
- 10.5. Religious Activities. If Recipient is a faith-based or religious organization, it retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. However, Recipient may not use any funding provided under this Agreement to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may Recipient condition participation in events, being promoted with funding provided under this Agreement, upon a participant's engaging in any such explicitly religious activities.

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- 10.6. Public Records. Recipient agrees that the Agreement and all records associated with the Agreement shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of Recipient are needed to respond to a request under the Act, Recipient shall make all such records promptly available to the County at no cost to the County. With the exception of the Agreement, if Recipient considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, Recipient shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by Recipient as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify Recipient of the request and the date that such protected information will be released unless Recipient obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If Recipient fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of Recipient to claim any exemption from disclosure under the Act. The County will not be liable to Recipient for releasing records pursuant to the Act.
- 10.7. Advertising, Logo. Recipient shall not use, advertise, or promote for commercial benefit information concerning the Agreement or use any trade name, trademark, or logo of the County, without the County's prior written consent.
- 10.8. Audit and Record Retention. Recipient and its Personnel shall retain all books, documents, and records relating to performance of the Agreement and Activities provided in connection with this Agreement for six (6) years after completion of the Agreement or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, Recipient shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County.

SECTION 11. RIGHTS AND REMEDIES

- 11.1. Failure to Perform. If County determines Recipient has failed to perform any material obligation of the Agreement, and such failure has not been cured within ten (10) days' following notice from the County, the County may without penalty, in its discretion, withhold all monies due Recipient until such failure is cured to the reasonable satisfaction of the County.
- 11.2. Right of Assurance. If the County in good faith has reason to believe Recipient does not intend, or is unable to perform, or continue performing under the Agreement, the County may demand in writing that Recipient give a written assurance of intent to perform. Should Recipient fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Agreement and pursue all other rights and remedies available at law and in equity.
- 11.3. Remedies. All County rights and remedies under the Agreement are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County at law and in equity.
- 11.4. Reimbursement. The County will be entitled to reimbursement for any Lodging Tax funds used for Activities, expenditures, or purchases which are not authorized under this

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Agreement or conformance with Chapter 67.28 RCW.

- 11.5. Waiver. Either party's failure to insist upon the strict performance of any provision of the Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Agreement unless expressly so agreed in writing by an authorized representative.

SECTION 12. GOVERNING LAW, DISPUTES

- 12.1. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 12.2. Disputes. Conflicts and disagreements between the parties related to the Agreement will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due Recipient will be decided by the County's Agreement Representative. All decisions of the County's Agreement Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

SECTION 13. GENERAL PROVISIONS

- 13.1. Implied Agreement Terms. Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
- 13.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Agreement and do not in any way limit or amplify the terms and provisions hereof.
- 13.3. No Party the Drafter. The Agreement is the product of negotiation between the parties, and no party is deemed the drafter of the Agreement.
- 13.4. No Third-Party Beneficiary. No provision of the Agreement is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or Recipient other than the County and Recipient.
- 13.5. Severability. If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 13.6. Precedence. The Agreement documents consist of this Agreement and its attachments and exhibits. In the event of a conflict between or among the Agreement documents, the order of precedence shall be this Agreement, then the attachments and exhibits.
- 13.7. Counterparts/Electronic Signature. The Agreement may be executed in several

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counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.

- 13.8. Non-Exclusive Agreement. The County may at its discretion enter into multiple agreements for the same or similar Activities that are the subject of this Agreement.
- 13.9. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation: Sections 6 (Indemnification), 7 (Insurance), 9.5 (Independent Contractor), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 13 (General Provisions).
- 13.10. Entire Agreement. The parties acknowledge the Agreement is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by the Agreement.
- 13.11. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this ____ day of _____, 2024 Dated this ____ day of _____, 2024

RECIPIENT

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Signature

Chair

Print Name

Commissioner

Title

Commissioner

ATTEST:

Clerk of the Board

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**ATTACHMENT A
SCOPE OF WORK**

The Kitsap County logo shall be used on all publications promoting the event/activity that is funded from this award.

SAMPLE

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**ATTACHMENT B
FUNDING**

Funding amount and schedule is set forth below.

All payments by the County are dependent on adequate cash flow in the Lodging Tax fund. All invoices submitted for payment must be accompanied by a completed copy of the form identified in Attachment D and receipts of expenditures. In the case of a special event or festival, a separate form must be completed and provided to the County upon conclusion of the event.

Recipients awards of 2025 Lodging Tax funds is contingent upon Kitsap County's receipt of documentation substantiating that any lodging tax funds awarded in the previous year were spent in accordance with contract requirements. Failure to provide sufficient documentation or pay back funds unaccounted for may result in the offset of the organization's award of lodging tax funds.

Contractor must submit quarterly invoices and project summary reports to:

Heidi Dombrock
Kitsap County Department of
Administrative Services
614 Division Street, MS-7
Port Orchard, Washington 98366
Email: hdombrock@co.kitsap.wa.us

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**ATTACHMENT C
LODGING TAX REIMBURSEMENT FORM**

Contract Number:		Date:
Recipient Name:		
Please list all expenses below and attach copies of corresponding receipts.		
Expense Date	Expense Description	Expense Amount
Total Expenses:		

If additional space is needed, please attach a separate page.

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**ATTACHMENT D
LODGING TAX REPORTING FORM**

Organization Name: _____ Date: _____
Completed By: _____ Phone: _____
Email: _____

Activity Name: _____
Activity Start Date: _____ Activity End Date: _____
Event Type: Event/Festival Facility Marketing

Total Amount of Lodging Tax Funds allocated to this Activity. \$ _____

Total Overall Attendance for the Activity. # _____
Method for Determining (select an option from below)*: _____

Total Number of Attendees who traveled 50 miles or more to attend. # _____
Method for Determining (select an option from below)*: _____

Total Number of Attendees who traveled from another state or country. # _____
Method for Determining (select an option from below)*: _____

Total Number of Attendees who stayed overnight. # _____
Total Number of Attendees who stayed in unpaid accommodations. # _____
Total Number of Attendees who stayed in paid accommodations. # _____
Total Number of nights stayed in paid accommodations. # _____
Method for Determining (select an option from below)*: _____

Methods in determining actual or estimated number of visitors and/or paid room nights:

- *Direct Count:* Actual count of visitors using methods such as paid admissions or registrations, clicker counts at entry points, vehicle counts or number of chairs filled. A direct count may also include information collected directly from businesses, such as hotels, restaurants, or tour guides, likely to be affected by an event.
- *Indirect Count:* Estimate based on information related to the number of visitors such as raffle tickets sold, redeemed discount certificates, brochures handed out, police requirements for crowd control or visual estimates.
- *Representative Survey:* Information collected directly from individual visitors/ participants. A representative survey is a highly structured data collection tool, based on a defined random sample of participants, and the results can be reliably projected to the entire population attending an event and includes margin of error and confidence level.
- *Informal Survey:* Information collected directly from individual visitors or participants in a non-random manner that is not representative of all visitors or participants. Informal survey results cannot be projected to the entire visitor population and provide a limited indicator of attendance because not all participants had an equal chance of being included in the survey.
- *Structured Estimate:* Estimate produced by computing known information related to the event or location. For example, one jurisdiction estimated attendance by dividing the square footage of the event area by the international building code allowance for persons (3 square feet).
- *Other:* (please describe)