

Thursday, September 12, 2024

Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)

3:30 PM

Hybrid (In-Person & Electronic)

In-Person at City Hall, 625 S College Avenue, College Place Washington

Meeting may be viewed at: Live Stream on City of College Place, Washington YouTube at https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSI-g/featured

Zoom Attendee Link: <https://us06web.zoom.us/j/4896646731?omn=89139852374>

Or you may call this number to listen: 1-669-900-9128 ID#89139852374 Phone controls: *6 - toggle mute /un-mute and *9 - raise hand

LTAC

1. Opening Items

Subject :	1.01 Call To Order
Meeting :	Sep 12, 2024 - Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)
Category :	1. Opening Items
Access :	Public
Type :	Procedural

Public Content

LTAC Members:

Monica Boyle, Chair

Steve Owens, Columbia REA

Groover Snell, Fort Walla Walla Museum

Support Staff:

Maryelizabeth Garcia, City Clerk

Subject :	1.02 Roll Call
Meeting :	Sep 12, 2024 - Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)
Category :	1. Opening Items
Access :	Public
Type :	Procedural

Public Content

Position 1 - Monica Boyle

Position 2 - Steve Owens

Position 3 - Groover Snell

Position 4 - Vacant

Position 5 - Vacant

Staff:

Maryelizabeth Garcia - City Clerk

Subject :	1.03 Public Comment
Meeting :	Sep 12, 2024 - Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)
Category :	1. Opening Items
Access :	Public
Type :	Procedural

Public Content

Commission meetings are primarily structured to permit Membersto arrive at the decisions necessary to make recommendations to the City Council.

Meeting Protocol for Public Comment:

When submitting public comments, include the following information regardless of the manner you are using:
Note that there are deadlines for writtencomments to be included in the meeting documents.

- Your Name
- Your Address

WrittenPublic comments may be provided by submitting comment to Clerk@cpwa.usno later than 4:30PMday before the meeting date to be included in the record.(If typewritten, no less than 11 pt font).

VerbalPublic Comments may be made during the meeting:

- In-person at the meeting location - provided at the beginning of each agenda.
- Telephone comment - Call1-669-900-9128, entering the meeting ID (provided at beginning of agenda) and raise your hand (*9 to raise hand, *6 to mute/un-mute) when comments are requested.
- Virtual comment -Join using theZoom Attendee link (provided at beginning of agenda) and raise your hand when comments are requested.

Once recognized, you will have five minutes to speak on any subject that is under the control of the Commission.

2. Consent Agenda

Subject :	2.01 Approve Agenda for September 12, 2024
Meeting :	Sep 12, 2024 - Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda
Access :	Public
Type :	Action (Consent)
Subject :	2.02 Approve Minutes from November 2, 2023

Meeting : Sep 12, 2024 - Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)

Category : 2. Consent Agenda

Access : Public

Type : Action (Consent), Minutes

Minutes : [View Minutes](#) for Nov 2, 2023 - Lodging Tax Advisory Commission Meeting Agenda - H

File Attachments

[11.2.2023 LTAC Meeting Minutes.pdf \(144 KB\)](#)

Subject : 2.03 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Lodging Tax Advisory Commission by a single motion. Most of the items listed under the consent agenda have gone through previous review either at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Lodging Tax Advisory Commission members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Lodging Tax Advisory Commission member.

Meeting : Sep 12, 2024 - Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)

Category : 2. Consent Agenda

Access : Public

Type : Action (Consent)

Recommended Action : Motion to approve the consent agenda.

3. Reports

Subject : 3.01 Early Estimates of Funding Availability for 2025 Budget

Meeting : Sep 12, 2024 - Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)

Category : 3. Reports

Access : Public

Type : Information

Public Content

\$ 15,935.56 Jul-Dec revenue estimate

\$ 80,587.73 YTD Balance

\$ 96,523.29	Est EOY Balance
\$ (36,500.00)	Budgeted Expenses as LTAC Authorized
\$ 60,023.29	Est Ending Balance
-20%	Reserve
\$ 48,018.63	Estimated Amount for 2025 Funding

File Attachments

[LTAC Budget Report 2024.pdf \(691 KB\)](#)

Subject :	3.02 2023 Fort Walla Walla Museum Report for Lodging Tax Funds
Meeting :	Sep 12, 2024 - Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)
Category :	3. Reports
Access :	Public
Type :	Discussion, Information

File Attachments

[FWWM LTAC report for College Place.pdf \(341 KB\)](#)
[Ft WW Museum_Renewal Summary.pdf \(1,282 KB\)](#)
[CP LTAC Invoice.pdf \(101 KB\)](#)

Subject :	3.03 2024 City of College Place Freedom Festival Report for Lodging Tax Funds
Meeting :	Sep 12, 2024 - Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)
Category :	3. Reports
Access :	Public
Type :	Discussion, Information

Public Content

In 2024, the City was awarded \$14,000.00 toward the Freedom Festival. The City advertised through Alexandra Communications radio advertisements, a Facebook post boost, and a June Lamar Billboard advertisement that was located near the Washington/Oregon state line.

The Freedom Festival event featured a three hour performance by Diego Romero Band, a College Place High School Cheer kids zone including prizes, a balloon twisting entertainer, and free swag giveaways at the City booth. In addition, Columbia REA sponsored a firework show.

Attendance at the event was estimated at around 1800, although attendance was likely higher due to visitors entering and exiting at locations including the parking lot into the grandstands and from the southeastern corner of the school.

File Attachments

[2024 Freedom Festival Flyer.png \(1,360 KB\)](#)
[2024 Freedom Festival Vendor Map.png \(2,794 KB\)](#)
[2024_Freedom_Festival_Vendor_Application_Fillable.pdf \(649 KB\)](#)
[2024_Freedom_Festival_Vendor_Application.pdf \(640 KB\)](#)
[College Place Freedom Festival Billboard.png \(1,566 KB\)](#)
[Freedom Festival Logo.jpg \(1,247 KB\)](#)

4. Action Agenda

Subject :	4.01 2025 Budget Application Documents and Timeline Development
Meeting :	Sep 12, 2024 - Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)
Category :	4. Action Agenda
Access :	Public
Type :	Action
Recommended Action :	Motion to approve the proposed timeline and 2025 application.

Public Content

Review proposed application and timeline. Make necessary adjustments and provide Clerk with direction.
Proposed Timeline:

September 16, 2024 - Applications available online - Advertisement in UB 9/26 & 10/10
October 24, 2024 - Applications due to City
October 24 - 27, 2024 - Staff Review & LTAC Meeting Packet Prepared/Distributed
November 7, 2024 - LTAC meeting to recommend funding awards
November 12, 2024 - Recommendations introduced to Council for discussion
November 26, 2024 - Action from Council and direction on Budget provided to Finance Director

File Attachments

[2024_College-Place_AwardContract-Final.pdf \(820 KB\)](#)
[2024_Exhibit_4_LTAC_Invoice_Form_Fillable.pdf \(183 KB\)](#)
[City of CP Lodging Tax RFP Notice-2024BudgetYear.pdf \(807 KB\)](#)
[2024_Application for City of College Place Lodging Tax Funds-Final Fillable Form-2024BudgetYear.pdf \(484 KB\)](#)

Subject :	4.02 Language of Request for Proposals and Advertisement Plan
Meeting :	Sep 12, 2024 - Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)
Category :	4. Action Agenda
Access :	Public
Type :	Action
Recommended Action :	Motion to approve the proposed RFP advertisement locations and language.

Public Content

Proposed Request for Proposals (RFP) Advertisement Locations:

To be published September 26, 2024& October 10, 2024in the WWUB in addition to city website, city social media, the 2024 email RFP Distribution List, or other places as recommended by the LTAC.

Proposed RFP Language:

LODGING TAX FUNDS - REQUEST FOR PROPOSALS

The City of College Place is requesting proposals from parties interested in competing for estimated lodging tax funds available in the 2024 fiscal year. Lodging tax revenue under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

- a. Tourism marketing,
- b. The marketing and operations of special events and festivals designed to attract tourists,
- c. Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW,
- or
- d. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) or the internal revenue code of 1986, as amended.

Such proposals are to be submitted using the city provided form available on the city website www.cpwa.us . Navigate to Government/Boards And Commissions / Lodging Tax Advisory Commission. Application deadline is Tuesday, October 24th 2024 by 4:00 p.m. received electronically at clerk@cpwa.us or in person at City Hall, Attn: Lodging Tax Funding Application, 625 S College Ave, College Place WA 99324. Questions may be directed to Sherri St. Clair, City Clerk at 509-394-8569.

File Attachments

[City of CP Lodging Tax RFP Notice-2024BudgetYear.pdf \(807 KB\)](#)
[2024_RFP_Distribution_List.pdf \(91 KB\)](#)

5. Closing Items

Subject :	5.01 Conclude - Motion to conclude the meeting.
Meeting :	Sep 12, 2024 - Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic)
Category :	5. Closing Items
Access :	Public
Type :	Procedural

Lodging Tax Advisory Commission Meeting Agenda - Hybrid (In-Person & Electronic) (Thursday, November 2, 2023)

Generated by Sherri St Clair on Thursday, November 2, 2023

1. Opening Items

Procedural: 1.01 Call To Order

Chair Boyle called the meeting to order at 3:31 PM.

Information: 1.02 Roll Call

Present:

LTAC Members

Monica Boyle, Chair

Steve Owens, Columbia REA

Jon Nickell, Walla Walla University

Staff

Athen Reid, Deputy City Clerk/Events
Coordinator

Sherri St. Clair, City Clerk

Mary Aparicio Castrejon, Marketing
manager;

Arlene Alen, Walla Walla Valley
Chamber of Commerce CEO

Also Present:

Absent:

Procedural: 1.03 Public Comment - None

2. Consent Agenda

Action (Consent): 2.01 Approve Agenda for November 2, 2023

Action (Consent), Minutes: 2.02 Approve Minutes from August 21, 2023

Action (Consent): 2.03 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Planning Commission by a single motion. Most of the items listed under the consent agenda have gone through previous review either at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Planning Commission and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Lodging Tax Advisory Commission member.

Member Nickell made a motion to approve the consent agenda. Second by Member Owens and the motion passed 3-0.

3. Reports

Information: 3.01 Lodging Tax Funds Report

Ms. St. Clair presented the Lodging Tax Funds Report.

Discussion, Information: 3.02 Request for Proposals

Ms. St. Clair informed the Commission that the City published the Request for Proposals (RFP) in the Walla Walla Union Bulletin on August 24, 2023 and September 7, 2023. In addition, the RFP was sent to the members on the RFP Distribution List on Wednesday, August 23, 2023.

4. Regular Agenda

Discussion, Information: 4.01 Fort Walla Walla Museum Application

The Commission reviewed the Fort Walla Walla Museum application.

Discussion ensued.

Discussion, Information: 4.02 Power House Theatre of Walla Walla Application

The Commission reviewed the Power House Theatre of Walla Walla application.

Discussion ensued.

Discussion, Information: 4.03 Walla Walla Valley Chamber of Commerce Application

The Commission reviewed the Walla Walla Valley Chamber of Commerce application.

Discussion ensued.

Discussion, Information: 4.04 City of College Place Application

The Commission reviewed the City of College Place application.

Discussion ensued.

Action: 4.05 Funding Recommendations to City Council

The Commission discussed the funding recommendations.

**Commission Member Nickell made a motion to recommend funding as presented.
Second by Member Owens and the motion passed 3-0.**

5. Closing Items

Procedural: 5.01 Conclude - Motion to conclude the meeting.

**Commission Member Owens made a motion to conclude the meeting at 3:53 PM.
Second by Member Nickell, and with no objection, the meeting concluded.**

Approved:

Monica Boyle - Commission Chair

Attest:

Sherri St. Clair - City Clerk

The foregoing minutes are the official record of the Lodging Tax Advisory Commission meeting that occurred November 2, 2023. Further detail may be obtained by reviewing the actual audio recording made during this session.



		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 130 - Hotel/Motel Tax							
Revenue							
130-308-31-00-03	Beginning Balance - Hotel/Motel Ta	63,644.83	63,644.83	0.00	0.00	-63,644.83	100.00 %
130-313-31-00-01	Hotel/Motel Lodging	20,000.00	20,000.00	0.00	7,895.98	-12,104.02	60.52 %
130-313-31-00-02	Transient Rental	20,000.00	20,000.00	0.00	8,039.58	-11,960.42	59.80 %
130-361-10-00-30	Unrealized Gain/Loss	0.00	0.00	0.00	-80.27	-80.27	0.00 %
130-361-11-01-30	Investment Interest	500.00	500.00	0.00	1,252.40	752.40	250.48 %
130-361-30-00-30	Realized Gain/Loss On Investments	0.00	0.00	0.00	-56.89	-56.89	0.00 %
130-361-41-00-30	Investment Interest - Purchased	0.00	0.00	0.00	21.58	21.58	0.00 %
	Revenue Total:	104,144.83	104,144.83	0.00	17,072.38	-87,072.45	83.61%
Expense							
130-508-31-00-03	Ending Balance - Hotel/Motel Tax	65,741.83	65,741.83	0.00	0.00	65,741.83	100.00 %
130-557-30-41-30	Professional Financial / Banking Co	3.00	3.00	0.00	12.17	-9.17	-305.67 %
130-557-30-44-30	Tourism Advertising	1,900.00	1,900.00	0.00	1,530.00	370.00	19.47 %
130-557-30-49-01	Contributions To Other Agencies -	22,500.00	22,500.00	0.00	0.00	22,500.00	100.00 %
130-557-30-49-30	City Event Entertainment	14,000.00	14,000.00	0.00	9,776.64	4,223.36	30.17 %
	Expense Total:	104,144.83	104,144.83	0.00	11,318.81	92,826.02	89.13%
	Fund: 130 - Hotel/Motel Tax Surplus (Deficit):	0.00	0.00	0.00	5,753.57	5,753.57	0.00%
	Report Surplus (Deficit):	0.00	0.00	0.00	5,753.57	5,753.57	0.00%

Group Summary

Account Type		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 130 - Hotel/Motel Tax							
Revenue		104,144.83	104,144.83	0.00	17,072.38	-87,072.45	83.61%
Expense		104,144.83	104,144.83	0.00	11,318.81	92,826.02	89.13%
Fund: 130 - Hotel/Motel Tax Surplus (Deficit):		0.00	0.00	0.00	5,753.57	5,753.57	0.00%
Report Surplus (Deficit):		0.00	0.00	0.00	5,753.57	5,753.57	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
130 - Hotel/Motel Tax	0.00	0.00	0.00	5,753.57	5,753.57
Report Surplus (Deficit):	0.00	0.00	0.00	5,753.57	5,753.57

Exhibit 2
Final Report on Numbers of Visitors and Paid Room Nights

Actual (or Estimated)

All numbers are through October 16th, 2023.

Total Overall Attendance	14,363 (Thru Oct 16)
Select the method used to determine the attendance from the chart below. **	Direct Count

Attendees who traveled 50 miles or more to attend

Total	9,196
Of total, attendees who traveled from another state or country	4,218
Select the method used to determine the attendance from the chart below. **	Representative Survey

Attendees who stayed overnight

<i>Paid Lodging Nights*</i>	4,093
<i>*one lodging night = one or more persons occupying one room for one night</i>	
Select the method used to determine the attendance from the chart below. **	Representative Survey*

*Representative survey to get number of people at paid lodging, then an assumption of max 3 people per room and assumption of one night stay.

***JLARC defines the Paid Lodging Night as “One Lodging night = one or more persons occupying one room for one night”**

****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)

Exhibit 2 - Continued**Use of Funds**

Please complete the following table with amount of funds received under this Agreement, Entity matching amounts for the same event, festival, or purpose, and total amount spent for each category:

CATEGORY	LTAC AMOUNT RECEIVED	ENTITY MATCH	TOTAL
To be filled out by Entity : Fort Walla Walla Museum/Walla Walla Valley Historical Society			
Tourism promotion/marketing	\$ 0	\$ 20,500	\$ 20,500
(programs payroll) Special event/festival(s)	\$ 1,500	\$ 56,800	\$ 58,300
Operation/capital costs of tourism- related facility(ies)	\$ 3,000	\$ 536,200	\$ 539,200
TOTALS	\$ 4,500	\$ 613,500	\$ 618,000

Please describe how funds received under this Agreement were used:

Funds were used to supplement a limited budget to provide quality programming and exhibits and to support general operating. In 2023 we provided a full schedule of events. Some attract more locals and some attract a greater percentage of tourists. Events included weekly living history reenactments as well as larger full weekend living history encampments - a special Lewis and Clark encampment, a Buffalo Soldiers and Rough Riders encampment, and a WWII encampment. We also had family-friendly games and events such as our Ice Cream Social and Oregon Trail Game, April Fools Scavenger Hunt, Prisoner Escape Clue Hunt and a special film screening. College Place LTAC funds helped us pay for the many staff hours involved with planning and coordinating these and other events.

Funds also went toward general operating expenses. Without adequate support for general operations and payroll we could not devote resources to programming and exhibits and would be forced to cut back on these and/or our hours and days of operations. LTAC funds help us stay open 7 days a week and year-round in order to provide something for tourists to do even during the shoulder season. Thanks in large part to LTAC funds we were able to continue providing such year-round tourist services, a full slate of events, and two new major temporary exhibits as well as multiple smaller exhibit case updates.

Your LTAC funds help us run a top notch museum on a tight budget for the benefit of local tourism and also for local people who get to connect with their heritage and with each other here at the Museum.

Exhibit 3

[Please provide your certificate of insurance to the City Clerk]

Exhibit 4

LTAC Grant Reimbursement Form 2023		City of College Place INVOICE VOUCHER
--	---	--

AGENCY USE ONLY		
Vendor No.		Grant/Job Code

AGENCY NAME
CITY OF COLLEGE PLACE
VENDOR OR CLAIMANT (Warrant is to be payable to)
Entity Name Address City, St & Zip

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form and adequate proof of expenditures to receive reimbursement. The City will not reimburse Entity for expenditures not in compliance with the proposal submitted and/or lacking adequate proof.

Vendor's Certificate. I hereby certify Vendor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for City of College Place Lodging Tax, and that all goods furnished and/or services rendered are in accordance with the Tourism Promotion Agreement signed with the City of College Place.

BY:

Name & Title	Date

Reporting Period			Received By:		Date Received
Reporting Period Date Range					
Date	DESCRIPTION	Budget	Previously Requested	Amount of this invoice	Award Remaining
		\$ -	\$ -	\$ -	\$ -
Totals		\$ -	\$ -	\$ -	\$ -

McDONALD ZARING

I N S U R A N C E



FORT WALLA WALLA MUSEUM,
WW VALLEY PIONEER & HISTORICAL SOCIETY
2023/24



DEDICATED TO YOUR PEACE OF MIND

Presented by:
Kevin Baffney
and
Sheila Barnett

THIS DOCUMENT SUMMARIZES THE PROPOSAL FOR YOUR INSURANCE. THIS IS NOT A CONTRACT. THE TERMS OF THE POLICY FORMS WILL CONTROL THE INSURANCE CONTRACT WITHOUT REGARD TO ANY STATEMENT MADE IN THIS PROPOSAL.



DEDICATED TO YOUR PEACE OF MIND

TABLE OF CONTENTS

Named Insured Schedule 4

Location Schedule..... 4

Commercial Property 5

Equipment Floater..... 5

Crime..... 6

Commercial Liability..... 7

Commercial Auto..... 8

Premium Summary 8



NAMED INSURED SCHEDULE

NAMED INSUREDS	
Fort Walla Walla Museum	
Walla Walla Valley Historical Society	

LOCATION SCHEDULE

LOC #	BLDG #	ADDRESS
1	1	755 NE Myra Road ● Walla Walla WA 99362



COMMERCIAL PROPERTY

Insurance Company: Philadelphia Indemnity Insurance Company
Policy Period: 5/26/2023 to 5/26/2024

Coverage Detail

SUBJECT			AMOUNT	VAL	CO- INS %	CAUSE OF LOSS	DED
Loc #: 1	Bldg #: 1	755 NE Myra Road • Walla Walla, WA 99362					
Business Personal Property			\$76,000	R	80%	Special	500
Property Elite Endorsement			\$0				
Bell Endorsement			\$0				
Basement Water Sublimit Insurance			\$175,000				

EQUIPMENT FLOATER

Insurance Company: Philadelphia Indemnity Insurance Company
Policy Period: 5/26/2023 to 5/26/2024

Coverage Detail

DESCRIPTION	VALUE
Valuation	Actual Cash Value
Total Scheduled Amount	\$175,000
Deductible	500

Additional Coverages

DESCRIPTION	LIMIT	DEDUCTIBLE
Collection Basement Water Sublimit	\$175,000	



Unscheduled Equipment

DESCRIPTION	MAXIMUM ITEM	AMOUNT OF INS	COINS %
-------------	--------------	---------------	---------

Scheduled Equipment

ITEM #	DESCRIPTION	ID/SERIAL #	TYPE	AMOUNT
2	Computer Inventory \$500 ded	SEELIST52015		\$40,938
3	Fine Art-Museum, Gallery & Inst Art Exh			\$75,000

Additional Interests

ITEM#	DESCRIPTION	NAME
3	Fine Art-Museum, Gallery & Inst Art Exh	Doug Saturno

CRIME

Insurance Company: Philadelphia Indemnity Insurance Company
Policy Period: 5/26/2023 to 5/26/2024

Coverage Detail

DESCRIPTION	LIMIT	DEDUCTIBLE
Employee Dishonesty	\$10,000	\$500



DEDICATED TO YOUR PEACE OF MIND

COMMERCIAL LIABILITY

Insurance Company: Philadelphia Indemnity Insurance Company
Policy Period: 5/26/2023 to 5/26/2024

Coverage Detail

COVERAGE	LIMITS
General Aggregate	\$2,000,000
Products / Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Medical Expense (Any One Person)	\$5,000
Crisis Management Enhancement	\$25,000
Abusive Conduct Liability	\$100,000
Stop Gap	\$1,000,000
Cyber Security Network Security & Privacy Liability	\$25,000

Additional Interests

LOC#	INTEREST	NAME
0	All Fine Arts-Dealers-Art Exhi	Doug Saturno
0	All Fine Arts-Dealers-Art Exhi	Fred Mitchell
0	All Fine Arts-Dealers-Civil Wa	James Payne
0	All Fine Arts-Dealers-Marine C	Leontine Winn
0	All Fine Arts-Dealers-World Wa	Nadine Christiano
0	As respects work done for them	City of Walla Walla
0	Activities held on City owned	City of Walla Walla
0		Hanke Constructors



COMMERCIAL AUTO

Insurance Company: Philadelphia Indemnity Insurance Company
Policy Period: 5/26/2023 to 5/26/2024

Coverage Detail

DESCRIPTION	LIMITS
Liability - Combined Single Limit	\$1,000,000
Hired / Borrowed Auto Liability	Included
Non-Owned Auto Liability	Included

PREMIUM SUMMARY

Premiums

LINE OF BUSINESS	COMPANY	POLICY TERM	PREMIUM
Property	Philadelphia Indemnity Insurance Company	5/26/2023 to 5/26/2024	\$245
Equipment Floater	Philadelphia Indemnity Insurance Company	5/26/2023 to 5/26/2024	\$464
Crime	Philadelphia Indemnity Insurance Company	5/26/2023 to 5/26/2024	\$116
General Liability	Philadelphia Indemnity Insurance Company	5/26/2023 to 5/26/2024	\$1,304
Business Auto	Philadelphia Indemnity Insurance Company	5/26/2023 to 5/26/2024	\$132
Total Premium			\$2,261



ANNUAL PRIVACY NOTICE

5/22/2023
Historical Society

Fort Walla Walla Museum, WW Valley Pioneer &

Dear James:

Federal and state laws require that we establish a privacy policy and inform you annually of the policy.

We want you to know that it is a top priority to protect your privacy. We do collect personal information about you to insure your cars, home, business or property, but do so only for that business purpose. We pledge to maintain the confidentiality of that information. We do not sell, rent or give away the information you have entrusted to us.

This notice describes our current privacy policy and practices.

PRIVACY AND SECURITY

We have strict policies and procedures in place to safeguard the privacy and security of your personal information. Your personal information, including the data contained in our computers, is protected from unauthorized access. Its use is restricted to employees and others having a business need for the information.

TYPES AND USE OF PERSONAL INFORMATION COLLECTED

The personal information we collect from you and about you is used to provide and service insurance products. This information varies depending upon whether you are our insured or a prospective insured, and the particular insurance product you have purchased or are considering. Examples of personal information we may collect from you or about you include: your name, address, telephone number, your health, financial, credit, and driving history.

The information may be obtained from an application or claim form, or it may be acquired from other sources, such as medical forms or reports, and credit reporting agencies. We maintain personal information regarding your transactions with McDonald Zaring Insurance, such as information about all of your insurance policies, claims, and premiums. We may request additional information in order to service the insurance products we provide you.

WHEN WE MAY DISCLOSE INFORMATION

McDonald Zaring Insurance respects the confidentiality of your personal information. However, there are circumstances in which we may disclose to third parties' information we have about you in order to conduct our business, including servicing or processing an insurance product, claim, or service that you request or authorize. We will make these disclosures only when they are permitted or required by law. These disclosures may include providing information in response to a request by regulatory or governmental authorities. We may also provide to the company we have your insurance placed with, or a company we are attempting to remarket your insurance to, with access to your personal information they need to administer your business, and provide service to you.

We do not rent, sell, or disclose any of your personal information, regardless whether you are a current or former customer or insured. In other words, should your relationship with McDonald Zaring Insurance end we will continue to limit disclosures of your personal information in accordance with our stated privacy policy and practices just as we do for those who maintain a continuing relationship with us.

We welcome your inquiries.

Sincerely,

McDonald Zaring Insurance



DEDICATED TO YOUR PEACE OF MIND



Fort Walla Walla Museum

755 NE Myra Rd
Walla Walla, WA 99362

INVOICE

DATE	INVOICE NO.
10/20/2023	1521

Discovering, Preserving and Sharing Walla Walla Regional Heritage

City of College Place
Mike Rizzitiello, City Administrator
625 S College Ave
College Place, WA 99324

DESCRIPTION	RATE	AMOUNT
City of College Place Lodging Tax 2023 - Personnel	3,000.00	3,000.00
City of College Place Lodging Tax 2023 - Programming	1,500.00	1,500.00
Expenses: Personnel: Gross Wages - \$263,370.45 Program Expenses Cost of Store Sales - \$23,432.18 Exhibits - \$2,012.50 Children's Programs - \$961.92 Total Expenses - \$289,777.05		
Total		\$4,500.00



College Place **FREEDOM** Festival

SUNDAY JUNE 30TH, 2024

6-10PM

College Place High School Athletic Complex
1755 S College Avenue, College Place, WA

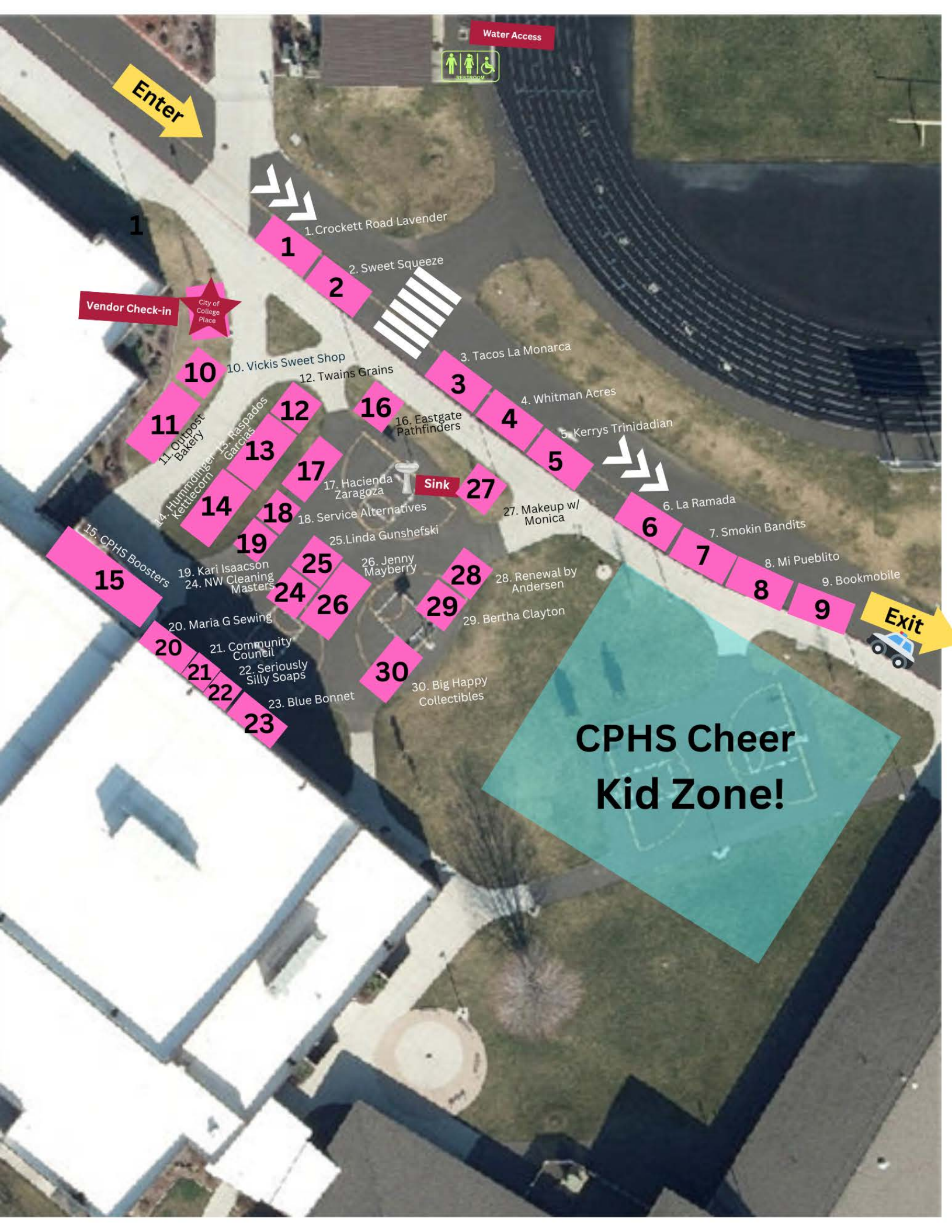
FREE ENTRY | FOOD TRUCKS | KID ZONE | VENDORS
10PM FIREWORKS SHOW PRESENTED BY COLUMBIA REA!

THE DIEGO ROMERO BAND
7-10PM!



Columbia REA

A Touchstone Energy® Cooperative 
The power of human connections



1

1

1. Crockett Road Lavender

2

2. Sweet Squeeze

10

10. Vickis Sweet Shop

11

11. Outpost Bakery

12

12. Twains Grains

13

13. Raspados

16

16. Eastgate Pathfinders

3

3. Tacos La Monarca

4

4. Whitman Acres

5

5. Kerrys Trinidadian

14

14. Humminger Kettlecorn

17

17. Hacienda Zaragoza

27

27. Makeup w/ Monica

19

19. Kari Isaacson

25

25. Linda Gunsheski

28

28. Renewal by Andersen

15

15. CPHS Boosters

24

24. NW Cleaning Masters

26

26. Jenny Mayberry

29

29. Bertha Clayton

6

6. La Ramada

7

7. Smokin Bandits

8

8. Mi Pueblito

9

9. Bookmobile

20

20. Maria G Sewing

21

21. Community Council

22

22. Seriously Silly Soaps

23

23. Blue Bonnet

30

30. Big Happy Collectibles

CPHS Cheer Kid Zone!



2024 Vendor Application

Sunday, June 30th from 6:00—10:00 PM at
College Place High School – 1755 S College Avenue

(Note: space is limited, not all applications guaranteed)

PRINT OR TYPE CLEARLY— COMPLETE ALL SECTIONS

VENDOR INFORMATION

Business/Organization Name: _____

Point of Contact: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone # : _____

Phone # on event day, if different: _____

U.B.I. # (Business License) _____ ☐ NA

*Valid business license is required in order to sell taxable items at Freedom Festival.

Provide a description of your booth and what you plan to sell or do for activity:

There is no electricity available at this venue. Quiet, personal generators are permitted.

VENDOR FEES

Vendor Fees are due by June 28th, 2024

Interested in selling at the College Place Farmers Market and becoming a CPFM Member Vendor? Reach out to the Market Manager at cpfm@cpwa.us.

Vendor Fee:		
CPFM MEMBER Standard Booth (10' x 10')	\$10.00	☐
CPFM MEMBER Oversized Booth (10' x 20')	\$15.00	☐
Standard Booth (10' x 10')	\$20.00	☐
Oversized Booth (10' x 20')	\$30.00	☐
Non-Profit or Youth Vendor (10' x 10')	\$5	☐
Non-Profit or Youth Vendor (10' x 20')	\$10	☐

PAYMENT INFORMATION

How would you like your invoice?

☐ Email

☐ Mail

After you receive your invoice, you can pay online, in person, by mail, or call us at 509-529-1200. Checks can be made out to City of College Place.

Please complete all pages of this form and email to **areid@cpwa.us** or drop-off/mail to: **City of College Place, 625 S. College Ave, College Place, WA. 99324**



FESTIVAL POLICIES AND REGULATIONS

- Once your application is approved, you will receive an invoice for Vendor Fee. Payment is due before event day.
- Returning vendors and CPFM Membership Vendors will receive first priority in considering space availability.
- Set up can begin as early as 3:00 PM and MUST be complete no later than 5:45 PM. All vendor vehicles must be out of the event area no later than 5:30 PM.
- Vendors must remain open for business during the entire 6:00 to 10:00 event time. No early breakdowns.
- Vendors are required to maintain their individual selling space in a clean, safe, and sanitary manner. Each vendor is responsible for keeping their booth space and display fixtures clean during the Event and for complete clean-up of their space at the close of the Event. This includes hauling away any trash that is generated in or around the booth and cleaning up any product debris left on the ground.
- All vendors who wish to erect canopies (including umbrellas) at the Event are required to have their canopies sufficiently and safely anchored to the ground with **a minimum of 25lbs PER LEG**, from the time the canopy is put up to the time it is taken down. Vendors must supply their own weights. Any vendor who fails to properly anchor their canopy must take down and stow their canopy and sell without it.
- Track restrooms will be open, and additional sink units will be located in the vendor area.
- Detailed set up instructions will be provided the Wednesday before the event weekend.
- Food service permits/exemptions are required per the Walla Walla County Health Department. Contact health@co.walla-walla.wa.us for questions.
- Event staff collects data such as number of attendees, vendors, sales, etc. Vendors are required to complete confidential, anonymous sales reports due at the end of the event.

I hereby release and forever discharge the City of College Place, Washington, College Place School District, and all volunteers from any responsibility, personal liability, claims, loss or damage arising out of, or in conjunction with my participation in the College Place Freedom Festival. All of the aforementioned entities shall be held harmless from and against any and all liabilities, suits, claims, damages, injuries and actions, theft, costs and expenses of any kind or nature of anyone whatsoever relating to premises due to or arising out of any act, negligence, or neglect of the vendor, or any of their guests. Vendors assume all liability for stand and products sold. By signing this application form applicant agrees to abide by all policies and rules, and all amended policies and rules for individual events, set forth in this application. Payment to vend at Freedom Festival is final. No refunds. Please check with the Walla Walla County Department of Health pertaining to prepared food regulations.

Signature _____ Date _____



2024 Vendor Application

Sunday, June 30th from 6:00—10:00 PM at
College Place High School – 1755 S College Avenue

(Note: space is limited, not all applications guaranteed)

PRINT OR TYPE CLEARLY— COMPLETE ALL SECTIONS

VENDOR INFORMATION

Business/Organization Name: _____

Point of Contact: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone # : _____

Phone # on event day, if different: _____

U.B.I. # (Business License) _____ ☐ NA

*Valid business license is required in order to sell taxable items at Freedom Festival.

Provide a description of your booth and what you plan to sell or do for activity:

There is no electricity available at this venue. Quiet, personal generators are permitted.

VENDOR FEES

Vendor Fees are due by June 28th, 2024

Interested in selling at the College Place Farmers Market and becoming a CPFM Member Vendor? Reach out to the Market Manager at cpfm@cpwa.us.

Vendor Fee:		
CPFM MEMBER Standard Booth (10' x 10')	\$10.00	☐
CPFM MEMBER Oversized Booth (10' x 20')	\$15.00	☐
Standard Booth (10' x 10')	\$20.00	☐
Oversized Booth (10' x 20')	\$30.00	☐
Non-Profit or Youth Vendor (10' x 10')	\$5	☐
Non-Profit or Youth Vendor (10' x 20')	\$10	☐

PAYMENT INFORMATION

How would you like your invoice?

☐ Email

☐ Mail

After you receive your invoice, you can pay online, in person, by mail, or call us at 509-529-1200. Checks can be made out to City of College Place.

Please complete all pages of this form and email to areid@cpwa.us or drop-off/mail to: **City of College Place, 625 S. College Ave, College Place, WA. 99324**



FESTIVAL POLICIES AND REGULATIONS

- Once your application is approved, you will receive an invoice for Vendor Fee. Payment is due before event day.
- Returning vendors and CPFM Membership Vendors will receive first priority in considering space availability.
- Set up can begin as early as 3:00 PM and MUST be complete no later than 5:45 PM. All vendor vehicles must be out of the event area no later than 5:30 PM.
- Vendors must remain open for business during the entire 6:00 to 10:00 event time. No early breakdowns.
- Vendors are required to maintain their individual selling space in a clean, safe, and sanitary manner. Each vendor is responsible for keeping their booth space and display fixtures clean during the Event and for complete clean-up of their space at the close of the Event. This includes hauling away any trash that is generated in or around the booth and cleaning up any product debris left on the ground.
- All vendors who wish to erect canopies (including umbrellas) at the Event are required to have their canopies sufficiently and safely anchored to the ground with **a minimum of 25lbs PER LEG**, from the time the canopy is put up to the time it is taken down. Vendors must supply their own weights. Any vendor who fails to properly anchor their canopy must take down and stow their canopy and sell without it.
- Track restrooms will be open, and additional sink units will be located in the vendor area.
- Detailed set up instructions will be provided the Wednesday before the event weekend.
- Food service permits/exemptions are required per the Walla Walla County Health Department. Contact health@co.walla-walla.wa.us for questions.
- Event staff collects data such as number of attendees, vendors, sales, etc. Vendors are required to complete confidential, anonymous sales reports due at the end of the event.

I hereby release and forever discharge the City of College Place, Washington, College Place School District, and all volunteers from any responsibility, personal liability, claims, loss or damage arising out of, or in conjunction with my participation in the College Place Freedom Festival. All of the aforementioned entities shall be held harmless from and against any and all liabilities, suits, claims, damages, injuries and actions, theft, costs and expenses of any kind or nature of anyone whatsoever relating to premises due to or arising out of any act, negligence, or neglect of the vendor, or any of their guests. Vendors assume all liability for stand and products sold. By signing this application form applicant agrees to abide by all policies and rules, and all amended policies and rules for individual events, set forth in this application. Payment to vend at Freedom Festival is final. No refunds. Please check with the Walla Walla County Department of Health pertaining to prepared food regulations.

Signature _____ Date _____



College Place
FREEDOM
Festival

*With
The Diego
Romero
Band!*

SUNDAY, JUNE 30
6-10PM

COLLEGE PLACE HIGH SCHOOL
1755 S. COLLEGE AVE



Thank you,  **Columbia REA**
A Touchstone Energy Cooperative

College Place
FREEDOM
Festival

TOURISM PROMOTION AGREEMENT WITH THE CITY OF COLLEGE PLACE

THIS AGREEMENT is made by and between the City of College Place, a non-charter code City of the State of Washington, hereinafter referred to as "City," and _____, hereinafter referred to as "Entity," jointly referred to as "Parties."

DEFINITIONS

1. **Tourism Promotion.** "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

2. **Fund(s).** "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of the City of College Place allocated to Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is for City and Entity to promote tourism in the City of College Place. City agrees to make funds available to Entity for the purpose of tourism promotion in an effort to attract visitors and create business and revenue in the City of College Place.

2. **Administration.** The City Clerk shall administer and be the primary contact for Entity regarding terms of this Agreement. For good cause, as solely determined by City, City may direct that Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.

3. **Use of funds.** Entity shall timely use funds for tourism promotion in accordance with the proposal submitted by Entity to the City, attached as Exhibit 1 and incorporated herein by reference. Entity shall promptly cure any failure to timely use funds for tourism promotion upon written notice from the City. Any deviation from Entity's proposal must be approved by the City in writing prior to expenditure of funds.

4. **Compliance with law.** Entity shall comply with all laws, rules and policies in performance of this Agreement, including but not limited to the prohibition against discrimination on the basis of race, color, national origin, age, disability, religion, sex, pregnancy, sexual orientation, gender identity, genetic code, military status, or marital status.

5. **Reporting.** Entity shall, using Exhibit 2, no later than the last working day in September of the year funding is received:

- a. Report to the City as required pursuant to Revised Code of Washington 67.28.1816, as amended, using the form at Exhibit 2, regarding number of travelers; and
- b. Report to the City total funding and expenditures, and funding sources.

6. **Modifications.** City, at the City's sole discretion may modify this Agreement and order changes in the work whenever necessary or advisable. Entity will accept modifications consistent with state and local law when directed orally or in writing by the City Clerk or designee.

7. **Term of Contract.** This Agreement shall be in full force and effect upon full execution, and shall remain in effect until either all funds are expended, completion of the tourism promotion activities, or by termination of one or both of the Parties.

Either Party may terminate this Agreement by 30 days written notice to the other Party or with no notice upon a determination by the City that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, City shall cease and desist from distributing any further funds to Entity for work performed or otherwise and may seek recoupment of funds from Entity. Nothing in this paragraph or Agreement limits the City's remedies.

8. **Compensation.** City agrees to pay Entity an amount not to exceed \$_____.

9. **Invoice, payment and expenditures.** Entity must use City Lodging Tax Invoice form and must submit adequate proof of expenditures to receive reimbursement of from the City. The City shall reimburse Entity for expenditures made in accordance with the proposal submitted by the Entity (Exhibit 1). The City will not reimburse Entity for expenditures not in compliance with the proposal submitted and/or lacking adequate proof. Entity must submit final invoice on or before the last working day of September of the year funds were awarded.

10. **Performance Bond.** If the Funds received are equal or greater than Forty Thousand dollars (\$40,000) Entity shall provide to the City a 100% performance bond within 10 days after execution of this Agreement for the amount of the Funds awarded by the City. The bond must be issued by a bonding company acceptable to the City. Entity shall not use the Funds received from the City to purchase the bond.

11. **Notice.** Notice shall be given in writing as follows:

TO CITY:

Name: City Clerk
Phone Number: 509-394-8569
Address: 625 S College Ave
College Place, WA 9324
Email: clerk@cpwa.us

TO ENTITY:

Name:
Phone Number:
Address:
Email:

12. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

13. **Relationship of the Parties.** It is understood, agreed and declared that Entity, including its employees, interns, representatives, contractors, and volunteers, are independent contractors and not

an employee, volunteer, intern, or agent of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the work is performed is solely within the discretion of Entity. Any and all employees, volunteers, and interns who provide services to City under this Agreement shall be deemed employees solely of Entity. Entity shall be solely responsible for the conduct and actions of all employees, interns, contractors, and volunteers of Entity under this Agreement and any liability that may attach thereto.

14. Records. The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

15. Insurance. Entity shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to or death of persons or damage to property, which may arise from or in connection with this Agreement.

A. Minimum Scope of Insurance. Entity shall obtain insurance of the types 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. If necessary, the policy shall be endorsed to provide contractual liability coverage. If use of vehicles pursuant to the Agreement is only incidental, and Entity will not transport any persons not directly related or affiliated with Entity, then Entity is only required to have automobile liability insurance to meet at least minimum Washington state requirements.
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 independent contractors and personal injury and advertising injury. City shall be named as an additional insured under Entity'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.

B. Minimum Amounts of Insurance. Entity shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident. If Entity will not use its vehicles in the performance of this Agreement, automobile liability insurance is only required to meet Washington statutory minimum requirements.
2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability and commercial general liability insurance:

1. Entity's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Entity's insurance and shall not contribute with it.

2. Entity shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Entity.

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

E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Entity shall furnish acceptable insurance certificates to the City at the time Entity returns the signed Agreement, which shall be Exhibit 4. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. Entity shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

F. Failure to Maintain Insurance. Failure on the part of the Entity to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving at least five days' written notice to Entity to cure the breach, and Entity failing to cure said breach, immediately terminate the Agreement or, at the City's 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 Entity from the City.

G. City Full Availability of Entity's Insurance Limits. If the Entity 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 Entity, irrespective of whether such limits maintained by the Entity 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 Entity.

16 Indemnification and Hold Harmless. Entity shall, at its sole expense, defend, indemnify and hold harmless City and its officers, agents, volunteers, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the acts, failures to act, errors or omissions of the Entity, Entity's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Entity's duty to defend, indemnify and hold harmless City shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Entity's duty to defend, indemnify and hold harmless City against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Entity, Entity's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of Entity, Entity's agents, subcontractors, subconsultants and employees.

Entity's duty to defend, indemnify and hold City harmless shall include, as to all claims, demands,

losses and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

Entity specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Entity's waiver of immunity under this provision extends only to claims against Entity by City, and does not include, or extend to, any claims by Entity's employees directly against Entity.

Entity hereby certifies that this indemnification provision was mutually negotiated.

17. Waiver. No officer, employee, agent or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

18. Assignment and Delegation. Neither Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

19. Subcontracts. Except as otherwise provided herein, Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.

20. Confidentiality. Entity may, from time to time, receive information deemed by the City to be confidential. Entity shall not disclose such information without the prior express written consent of the City or upon order of a Court of competent jurisdiction.

21. Jurisdiction and Venue. This Agreement is entered into in Walla Walla County, Washington. Disputes between the City and Entity shall be resolved in the Superior Court of the State of Washington in Walla Walla County. Notwithstanding the foregoing, Entity agrees that it may, at the City's request, be joined as a party in any arbitration proceeding between the City and any third party that includes a claim or claims that arise out of, or that are related to Entity's services under this Agreement. Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on Entity and that judgment may be entered upon it in any court having jurisdiction thereof.

22. Cost and Attorney's Fees. The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).

23. Entire Agreement. This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified or altered except in writing signed by the Parties hereto.

24 Anti-kickback. No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.

25 Funding. Nothing in this Agreement requires the City to appropriate future funding and should any funds appropriated at the time of execution of this Agreement be, at the sole discretion of the City not expended pursuant to this Agreement, the City is not required to expend said funds and the City shall only be responsible to compensate Entity for actual services performed up to the date of notice by City to Entity of reduction or elimination of funding.

26 Severability. If any section, sentence, clause or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

27. Exhibits. Exhibits attached and incorporated into this Agreement are:

- Exhibit 1:** LTAC Application
- Exhibit 2:** Final Report on Number of Visitors
- Exhibit 3:** Insurance Certificates
- Exhibit 4:** Invoice

The Parties have executed this Agreement this _____ day of _____, 2023.

City of College Place:

Entity:

City Administrator

Authorized Representative

Attest:

Approved as to form:

Sherri St. Clair, City Clerk

Rea Culwell, City Attorney

Exhibit 1

[On file with the City Clerk]

Exhibit 2

Final Report on Numbers of Visitors and Paid Room Nights

Actual (or Estimated)

Total Overall Attendance

Select the method used to determine the attendance
from the chart below. **

Attendees who traveled 50 miles or more to attend

Total

Of total, attendees who traveled from another state or country

Select the method used to determine the attendance
from the chart below. **

Attendees who stayed overnight

*Paid Lodging Nights**

**one lodging night = one or more persons occupying one room for
one night*

Select the method used to determine the attendance
from the chart below. **

***JLARC defines the Paid Lodging Night as “One Lodging night = one or more persons occupying one room for one night”**

****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)

**Exhibit 2–
Continued
Use of
Funds**

Please complete the following table with amount of funds received under this Agreement, Entity matching amounts for the same event, festival, or purpose, and total amount spent for each category:

CATEGORY	LTAC AMOUNT RECEIVED	ENTITY MATCH	TOTAL
To be filled out by Entity :			
Tourism promotion/marketing	\$	\$	\$
Special event/festival(s)	\$	\$	\$
Operation/capital costs of tourism-related facility(ies)	\$	\$	\$
TOTALS	\$	\$	\$

Please describe how funds received under this Agreement were used:

Exhibit 3

[Please provide your certificate of insurance to the City Clerk]

LTAC Grant Reimbursement Form 2024		City of College Place INVOICE VOUCHER
--	---	--

AGENCY NAME
CITY OF COLLEGE PLACE
VENDOR OR CLAIMANT (Warrant is to be payable to)
Entity Name: Address: City, State, & Zip Code

	AGENCY USE ONLY	
Vendor No.		Grant/Job Code

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form and adequate proof of expenditures to receive reimbursement. The City will not reimburse Entity for expenditures not in compliance with the proposal submitted and/or lacking adequate proof.

Vendor's Certificate. I hereby certify Vendor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for City of College Place Lodging Tax, and that all goods furnished and/or services rendered are in accordance with the Tourism Promotion Agreement signed with the City of College Place.

BY:

Name & Title	Date

Reporting Period			Received By:		Date Received
Reporting Period Date Range					
Date	DESCRIPTION	Budget	Previously Requested	Amount of this invoice	Award Remaining
		\$ -	\$ -	\$ -	\$ -
Totals		\$ -	\$ -	\$ -	\$ -

LTAC Grant
Reimbursement
Form 2024



City of College Place
INVOICE VOUCHER

AGENCY NAME

CITY OF COLLEGE PLACE

VENDOR OR CLAIMANT (Warrant is to be payable to)

Entity Name:

Address:

City, State, &
Zip Code

	AGENCY USE ONLY	
Vendor No.		Grant/Job Code

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form and adequate proof of expenditures to receive reimbursement. The City will not reimburse Entity for expenditures not in compliance with the proposal submitted and/or lacking adequate proof.

Vendor's Certificate. I hereby certify Vendor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for City of College Place Lodging Tax, and that all goods furnished and/or services rendered are in accordance with the Tourism Promotion Agreement signed with the City of College Place.

BY:

Name & TitleDate

Reporting Period			Received By:		Date Received
Reporting Period Date Range					
Date	DESCRIPTION	Budget	Previously Requested	Amount of this invoice	Award Remaining
		\$ -	\$ -	\$ -	\$ -
Totals		\$ -	\$ -	\$ -	\$ -



CITY of COLLEGE PLACE

REQUEST FOR PROPOSALS

Contacts: Sherri St. Clair, City Clerk
509-394-8569 / clerk@cpwa.us

Monica Boyle, LTAC Chair
mboyle@cpwa.us

LODGING TAX FUNDS – REQUEST FOR PROPOSALS

The City of College Place is requesting proposals from parties interested in competing for estimated lodging tax funds available in the 2024 fiscal year. Lodging tax revenue under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

- a. Tourism marketing,
- b. The marketing and operations of special events and festivals designed to attract tourists,
- c. Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW,
- or
- d. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) or the internal revenue code of 1986, as amended.

Such proposals are to be submitted using the city provided form available on the city website www.cpwa.us. Navigate to Government/Boards And Commissions / Lodging Tax Advisory Commission. Application deadline is Tuesday, October 24th 2023 by 4:00 p.m. received electronically at clerk@cpwa.us or in person at City Hall, Attn: Lodging Tax Funding Application, 625 S College Ave, College Place WA 99324. Questions may be directed to Sherri St. Clair, City Clerk at 509-394-8569.



Application for City of College Place Lodging Tax Funds

Application Deadline: Tuesday, October 24, 2023 by 4 p.m. received at College Place City Hall or email clerk@cpwa.us. To be eligible for consideration, your complete proposal must be received by the deadline.

Amount of Lodging Tax Requested: \$ _____

Organization/Agency Name:			
Federal Tax ID Number:			
Event or Activity Name (if applicable):			
Contact Name and Title:			
Mailing Address:	City:	State:	Zip:
Phone:	Email Address:		
ELIGIBLE ENTITY ☐ Public Agency ☐ Non-Profit	ELIGIBLE ACTIVITY Check all that apply to this application ☐ Tourism promotion/marketing ☐ Operation of special event/festival designed to attract tourists ☐ Operation of a tourism-related facility owned or operated by a non-profit ☐ Operation and/or capital costs of a tourism-related facility owned by a municipality		

CERTIFICATION

I am an authorized agent of the organization/agency applying for funding. I understand that:

- I am proposing a tourism-related service. If awarded, my organization intends to enter into a Professional Services Agreement with the City of College Place.
- The City will reimburse costs incurred by my organization for tourism-related services according to a Scope of Work. For events/festivals, the City may advance 50% of the award prior to the event.
- Funds must be expended within the calendar year.
- Reporting requirements meeting state guidelines outlined in this application must be submitted with final request for reimbursement.

Signature:	Title:
Printed or Typed Name:	Date:

Application Questions

- 1) Provide us an overview of your tourism-related activity, event, or service.**

- 2) How do your proposed services promote and enhance tourism in College Place?**

- 3) Have you received lodging tax before? ___ yes ___ no. If yes, describe the prior success of your activity/event in attracting tourists.**

- 4) Who is your target market / Where are they coming from?**

- 5) Describe how you will promote your event or activity.**

- 6) Is your activity/event a partnership with other organizations? Describe the collaboration with local organizations or businesses.**

- 7) Is this a ticketed event?**

- 8) What is the overall budget for this event/activity?**

- 9) How will you fund this event/activity if not awarded the full amount?**

- 10) What are your other funding sources for this event/activity?**

11) The State of Washington Requires an estimate for the following:

Provide impact estimates due to the direct result of your proposed tourism-related service:	What method was used to determine attendance in previous years?
a. Overall Attendance a. Enter the total number of people predicted to attend this activity, and select the method used to determine the attendance.	Predicted: ☐ Direct Count ☐ Indirect Count ☐ Representative Survey ☐ Informal Survey ☐ Structured Estimate
b. Attendance, 50+ Miles a. Enter the number of people who traveled greater than 50 miles predicted to attend this activity, and select the method used to determine attendance.	Predicted: ☐ Direct Count ☐ Indirect Count ☐ Representative Survey ☐ Informal Survey ☐ Structured Estimate
c. Attendance, Out of State, Out of Country a. Enter the number of people from outside the state and country predicted to attend this activity, and select the method used to determine the attendance.	Predicted: ☐ Direct Count ☐ Indirect Count ☐ Representative Survey ☐ Informal Survey ☐ Structured Estimate
d. Attendance, Paid for Overnight Lodging a. Enter the number of predicted to attend this activity and pay for overnight lodging, and select the method used to determine the attendance.	Predicted: ☐ Direct Count ☐ Indirect Count ☐ Representative Survey ☐ Informal Survey ☐ Structured Estimate
e. Attendance, Did Not Pay for Overnight Lodging a. Enter the number of predicted to attend this activity without paying for overnight lodging, and select the method used to determine the attendance.	Predicted: ☐ Direct Count ☐ Indirect Count ☐ Representative Survey ☐ Informal Survey ☐ Structured Estimate

Description of Methods

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).

Application Schedule

Application Deadline: Tuesday, October 24, 2022 by 4 p.m. received at College Place City Hall or email clerk@cpwa.us. To be eligible for consideration, your complete proposal must be received by the deadline.

Attachments to include:

- 1) Budget Form
- 2) If your agency is a non-profit, a copy of your agency's current non-profit corporate registration with the Washington Secretary of State.
- 3) If available, a copy of your organization's business plan (please limit to not more than two pages) and annual budget.

This proposal and all documents filed with the City are public records. The City may choose to post on its website copies of the proposals and attached documents.

Submit a PDF and one original signed copy to:

City of College Place
City Clerk,
625 S College Ave
College Place WA 99324
Clerk@cpwa.us

College Place Lodging Tax Application TIMELINE FOR 2022 (2023 BUDGET)

August 22	Applications available online at www.cpwa.us
October 24	Applications due to City by 4 p.m.
October 24 – October 27	Internal Staff review and scheduled LTAC meeting to review applications
November 2	LTAC meeting to recommend applicants for 2024 funding
November 7	City Council discussion
November 28	City Council decision

City of College Place Lodging Tax Fund Overview

College Place's Lodging Tax Fund is the primary source of city funding for activities, operations, and expenditures designed to increase tourism. The city has elected to create a program to competitively award funds to eligible local entities. In addition, the city intends to maintain a reserve in the fund, and will assess on an annual basis how much of the fund to appropriate in a given year to the program.

The College Place City Council has created a Lodging Tax Advisory Commission (LTAC) to conduct an annual process to solicit and recommend Lodging Tax funded projects to the City Council.

Organizations that are awarded funding will be required by the City to sign a contract.

PRIORITY will be given to tourism activities that:

- Have a demonstrated potential or high potential from the Committee's perspective to result in overnight stays by tourists in lodging establishments within the City of College Place.
 - Promote the College Place area and/or events, activities, and places in the City of College Place to potential tourists from outside Whitman County.
 - Have demonstrated or high potential from the Committee's perspective to result in documented economic benefit to College Place.
 - Have a demonstrated history or success in College Place, or are proposed by a group with a demonstrated history or high potential of success with similar activities.
 - Minimize duplication of services where appropriate and encourage cooperative marketing and/or includes an element of cooperation or partnership.
 - Provide, maintain, operate or enhance city-owned tourism facilities or infrastructure.
-

Committee Considerations

In developing its recommendations, the LTAC considers:

- The estimated amount of Lodging Tax Fund available for the coming year as provided by the City's Finance Office.
- Thoroughness and completeness of the proposal.
- Percent of the proposal request to the event/facility promotions budget and overall revenues.
- Percent of increase over prior year College Place Lodging Tax funded proposals, if any.
- Projected economic impact within the City of College Place, in particular projected overnight stays in College Place lodging establishments.
- The applicant's financial stability.
- The applicant's history of tourism promotion success.

Reporting Requirements

Organizations funded for tourism promotion or tourism-related operations will provide quarterly written reports with their funding reimbursement requests. A final written report will be provided to the LTAC and large funding recipients may be asked to make an oral presentation to the City Council near the end of the year.

Organizations funded for individual events, festivals or activities funds will provide a written report and oral presentation 30 days after the event or by December 31st, whichever comes first, including an expense breakdown on how the funds were spent. In addition, provide an oral presentation to council near the end of the year.

Actual data estimated in the application table will be required at the end of the year.

State Law Excerpts

RCW 67.28.1816 – Use of Lodging Tax Fund.

Lodging tax revenue under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

- a. Tourism marketing;
- b. The marketing and operations of special events and festivals designed to attract tourists;
- c. Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or
- d. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) or the internal revenue code of 1986, as amended.

RCW 67.28.080 – Definitions.

- "Municipality" means any county, city or town of the state of Washington.
- "Operation" includes, but is not limited to, operation, management, and marketing.
- "Person" means the federal government or any agency thereof, the state or any agency, subdivision, taxing district or Municipal Corporation thereof other than county, city or town, any private corporation, partnership, association, or individual.
- "Tourism" means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- "Tourism promotion" means activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing of special events and festivals designed to attract tourists.
- "Tourism-related facility" means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor, and used to support tourism, performing arts, or to accommodate tourist activities.
- "Tourist" means a person who travels from a place of residence to a different town, city, county, state, or country, for purposes of business, pleasure, recreation, education, arts, heritage, or culture.

ATTACHMENT

Budget

List approximate amount and status of funding from all other sources you anticipate receiving or are requesting for the activities/events proposed. Add additional rows as needed.

<u>Amount</u>	<u>Source</u>	<u>Confirmed (Yes or No)</u>

Expenses

Activity	Lodging Tax	Other Funds (total above)	Total
Personnel			
Administration			
Marketing/Promotion			
Travel			
Consultants			
Other (identify)			
TOTAL			



CITY of COLLEGE PLACE

REQUEST FOR PROPOSALS

Contacts: Sherri St. Clair, City Clerk
509-394-8569 / clerk@cpwa.us

Monica Boyle, LTAC Chair
mboyle@cpwa.us

LODGING TAX FUNDS – REQUEST FOR PROPOSALS

The City of College Place is requesting proposals from parties interested in competing for estimated lodging tax funds available in the 2024 fiscal year. Lodging tax revenue under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

- a. Tourism marketing,
- b. The marketing and operations of special events and festivals designed to attract tourists,
- c. Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW,
- or
- d. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) or the internal revenue code of 1986, as amended.

Such proposals are to be submitted using the city provided form available on the city website www.cpwa.us. Navigate to Government/Boards And Commissions / Lodging Tax Advisory Commission. Application deadline is Tuesday, October 24th 2023 by 4:00 p.m. received electronically at clerk@cpwa.us or in person at City Hall, Attn: Lodging Tax Funding Application, 625 S College Ave, College Place WA 99324. Questions may be directed to Sherri St. Clair, City Clerk at 509-394-8569.

Organization

Sherwood Trust
Sherwood Trust
Blue Mountain Community Foundation
Blue Mountain Community Foundation
WW Valley Chamber of Commerce
Port of Walla Walla
Port of Walla Walla
United Way of Blue Mountains
Walla Walla Union Bulletin
Walla Walla Union Bulletin
Fort Walla Walla Museum
Power House Theatre Walla Walla

Contact

Julia Levitt
Brian Hunt
Kol Medina
Megan Patnode
Arlene Arlen
Paul Gerola
Pat Reay
Monica Boyle
Classified staff
Simon Sizer
Katy Sassara
Amy Watkins

Title

Program Director
CEO
President & CEO
Grant's Manager
President & CEO
Economic Development Director
Executive Director
Director of Development
NA
Legal & Obituary Clerk
Executive Assistant
Executive Director

Email

julia@sherwoodtrust.org
brian@sherwoodtrust.org
kol@bluemountainfoundation.org
meg@bluemountainfoundation.org
ceo@wwwchamber.com
pg@portwallawalla.com
pr@portwallawalla.com
monica@uwbluemt.org
classified@wwub.com
ssizer@yakimaherald.com
katy@fwwm.org
amy@phtww.org