

AGREEMENT FOR LODGING TAX FUNDS

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

WHEREAS, the Recipient submitted a proposal for Lodging Tax funds for Artsopolis Community Cultural Platform as described in **Attachment A**; and

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

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

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

1. SERVICES AND WORK BY RECIPIENT

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

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

2. TERM AND TERMINATION OF AGREEMENT

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

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

3. PAYMENT

A. The City shall pay the Recipient Fifteen Thousand Dollars (\$15,000.00) for all services and work performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work, according to the budget provided within **Attachment A**, in amounts to be billed quarterly. The Recipient shall execute this Agreement by March 31, 2019, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2019.

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

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

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

4. REPORT ON EXECUTION OF SERVICES

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

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

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

5. INSPECTION AND AUDIT

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

6. INDEPENDENT CONTRACTOR

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

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

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

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

7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

8. OWNERSHIP OF WORK PRODUCT

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

9. GENERAL ADMINISTRATION AND MANAGEMENT

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

10. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

11. INSURANCE

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

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

12. SUBLETTING OR ASSIGNING CONTRACT

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

13. EXTENT OF AGREEMENT/MODIFICATION

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

14. SEVERABILITY

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

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

15. FAIR MEANING

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

21. COUNTERPARTS

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

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

ARTS & HUMANITIES BAINBRIDGE

CITY OF BAINBRIDGE ISLAND

Date: February 20, 2019

Date: February 15, 2019

By: Arts & Humanities Bainbridge

By: 

Name: Alice Smart

Morgan Smith, City Manager

Title: Executive Director

Tax I.D. #: _____

ATTACHMENT A
SCOPE OF WORK

**CITY OF BAINBRIDGE ISLAND
2019 LODGING/TOURISM FUND PROPOSAL COVER SHEET**

Project Name: Artsopolis Community Cultural Platform

Name of Application Organization: Arts & Humanities Bainbridge

**Applicant Organization IRS Chapter 501 (C) (3) or 501 (C) (6) status and Tax ID Number:
Current 501 (C) (3) status; Tax ID Number 91-1341760**

**Date of Incorporation as a Washington State Corporation and UBI Number: August 13, 1986;
UBI Number 601 632 191**

Primary Contact: Anne Smart, Executive Director

Mailing Address: 221 Winslow Way W, Ste. 201, Bainbridge Island, WA 98110

Email(s): ed@ahbainbridge.org, admin@ahbainbridge.org

Day Phone: 206-842-7901

Please indicate the type of project described in your proposal: [X]

Tourism Marketing
Marketing and operations of special events and festivals designed to attract tourists
[X] Supporting the operations of a tourism-related facility owned or operated by a nonprofit organization*
Supporting the operations and/or capital expenditures of a tourism-related facility owned or operated by a municipality or a public facilities district*

LODGING/TOURISM FUND APPLICATION

Applicant Information

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

The mission of Arts & Humanities Bainbridge is to enrich and inspire residents and visitors to Bainbridge Island by making the community's abundant artistic spirit visible and available. In 2019 and beyond, we will pursue this goal by administering a new community cultural platform that will connect people to all the arts and cultural opportunities available on Bainbridge Island.

This project builds on AHB historical role as a hub that unifies and nurtures the community's cultural sector. Since our founding three decades ago, we have been dedicated to inspiring and enriching the island's residents and visitors through access to the island's vibrant cultural offerings. We have helped launch organizations like BARN, the Bainbridge Island Studio Tour, and Olympic Performance Group by acting as Fiscal Agent on their behalf. Our quarterly magazine, "Currents," provides information about local arts organizations and upcoming cultural events and helps give needed exposure to artists and performers distributed free to everyone on Bainbridge. Through our Arts in Education Consortium, we ensure that students in our local public schools experience a curriculum enriched by the arts. Our Public Art Committee administers the City of Bainbridge Island's Public Art Program which brings great art to the island's community spaces to be enjoyed by all.

In addition to the support we offer to Bainbridge Island's cultural sector, Arts & Humanities Bainbridge has historically presented many events which have proven to draw significant numbers of tourists. In 2018, the 30th annual Bainbridge in Bloom attracted over 800 visitors. Similarly, the 2017 Celluloid Bainbridge Film Festival screened to hundreds of theatre-goers. AHB has intentionally marketed these events to tourists by reaching out to the Seattle Concierge Association, regional tourism and convention bureaus, lodging associations, military bases, casinos and businesses in Kitsap and King counties and by sending press releases to regional and national media.

Arts & Humanities Bainbridge has been a mainstay of the island's cultural sector for over 30 years. Our many projects and programs have had decades of success and have routinely surpassed expectations. While continuing a few of our key programs like Arts in Education Consortium and Public Art Committee, the organization is shifting from producing events to offering this new platform that builds on our historical role as a connector to all things art on Bainbridge Island.

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

Arts & Humanities Bainbridge is pursuing the project of creating and administering an online community cultural platform alone. However, in order for the project to be successful, we will need the participation of individuals and institutions throughout the cultural sector and in the broader community. We have included a letter of support from the Bainbridge Artisan Resource Network, an organization which we anticipate will participate heavily in and benefit greatly from the project.

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

YEAR	PROJECT	AWARD AMOUNT
2018	Celluloid Bainbridge Film Festival	\$7,000.00
2017	Bainbridge In Bloom Garden Tour	\$5,000.00
2015	Currents Magazine	\$7,948.00
2014	Currents Magazine	\$9,271.00

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

N/A

LODGING/TOURISM FUND APPLICATION

Project Information

1. Describe the proposed project.

a. Scope: The proposed project is an online community cultural platform. This resource will showcase all aspects of our community’s cultural sector in one place, on one website. It will bring together information on the many interconnected elements of Bainbridge Island’s cultural sector including: nonprofit organizations; galleries; museums; educational institutions; individual artists, musicians, and craftspeople; volunteers; and community members. This free and easily-accessible platform will be available to a vast audience including islanders, Kitsap County residents, Seattleites, residents of the Puget Sound region, and out-of-state visitors and will offer users a taste of Bainbridge Island’s creative culture wherever they are and at any time. The platform will raise awareness of the island as a desirable tourist destination by increasing tourists’ knowledge of the smorgasbord of cultural activities available here. It will

also present an exciting online venue where the richness of our community's art and culture can be experienced firsthand.

The platform is a product of Artsopolis. This island-based company, headed by Jeff Trabucco, provides technology that promotes cultural engagement, audience development, and community building. Their platform is currently being used by 50 other communities across the country to support their cultural sectors.

This easy-to-use online platform will welcome users of all ages, interests, and levels of tech savvy. AHB will promote it through a strategic marketing plan that includes outreach to media and tourism organizations, paid advertising, a strong social media effort, cross promotions with other cultural organizations and with local and regional businesses, and search engine optimization.

The introduction of this new cultural community platform will impact the island's cultural sector at many levels and from many directions. Because of the diversity of modules and functions available through Artsopolis, the portal will be able to give voice to the entirety of the island's cultural sector.

A central feature of the planned cultural platform is an interactive calendar. In developing this project, we reached out to many of our organizational partners in the cultural sector and to a number of community members. One thing we heard expressed again and again was the need for a comprehensive and up-to-date island-wide calendar. This is a tool our community currently lacks; the island's existing event calendars are chronically out-of-date and provide partial information about a limited range of activities. Our platform will provide accurate and timely information on all arts and cultural events and opportunities on Bainbridge Island. Importantly, our platform's calendar content can be syndicated to subscribing third party calendars; in other words, with an annual subscription, any of our partner organizations who currently maintain events calendars will need only submit an event to our portal to see it appear on our calendar, on their calendar, and elsewhere. This will both increase the efficiency of marketing efforts across our cultural sector and create a truly comprehensive and representative resource that will empower residents and visitors with the most current information, driving greater participation in the island's cultural life. Calendar listings will be searchable by interest area (e.g. music, theatre, exhibitions, or culinary arts) and by date. Visitors from anywhere will be able to plan ahead for a visit to Bainbridge Island by signing up for calendar alerts. Calendar listings will contain links connecting users directly to ticket sales, maps, and other useful information for planning a visit to the island. Beyond a list of events, this module has the capability to host user comments, reviews, audio and video links, and

merchandise blocks promoting items like lodging and items for sale. We anticipate the calendar becoming an indispensable resource for island residents and visitors.

Other proposed modules include Artist Stories, a Business Directory, an Arts Education portal, a Public Art Directory, a blogging capability, a listing of arts-related classifieds, and advertising for local businesses and nonprofit organizations.

The Artist Stories module will showcase creatives living, working, and exhibiting or performing on Bainbridge Island. The module will feature articles designed to engage users in the cultural life of the community through compelling portrayals of local working artists. This visually powerful venue will include robust content such as reviews, behind-the-scenes looks at performances, interviews with artists, audio and video samples of their work, bios, and contact information, allowing visitors to the platform to experience the island's arts and cultural output firsthand. This fresh and timely content will highlight for potential tourists the vast range of creativity to explore on the island. Artist Stories will link with the calendar, Public Art, and Arts Education listings.

The Business Directory will allow for an unlimited number of local nonprofit organizations and businesses to share their information with residents and visitors. Each organization or business will appear on its own directory page and in a "What's Nearby" section of associated event listings. Special promotions and limited offers can also appear on both event and directory pages. In addition to basic information like the business' name, description, and category, the module can include photos, videos, reviews, and external links to more information.

Building on AHB's long standing commitment to arts education, the Arts Education module will provide a directory of offerings from cultural organizations, community centers, and other institutions and individuals providing opportunities in arts education for people at any age. The directory will feature a refined filtering capability. It will include validation of an organization or artist's credentials, age appropriateness, and materials such as study guides, photos and video. This module will also serve as the web presence of our Arts in Education Consortium, highlighting the program's achievements and the local artists, teachers, and students who participate in the consortium. Users will be able to easily plug into and begin participating in the program.

The Public Art Directory will connect residents and visitors to the island's abundance of public art. Featuring maps, image galleries, artist profiles, calls for art, and other resources connected to the Public Art Program, this module will highlight the wealth of art available around Winslow and around the island. It will also serve as the web presence for our Public Art Committee.

Finally, the platform will host advertising and classifieds. These modules will help AHB monetize the platform. They will allow individuals and businesses to highlight their services. Classifieds might include auditions, items for sale/rent/free, calls for artists, grant opportunities, and volunteer requests.

Creativity is part of our community's DNA. The availability of arts and culture defines what is special about living on Bainbridge Island. By combining all of the powerful tools mentioned above in one attractive and easy-to-use resource, we will allow users to connect with and experience the richness of our community's uniquely vibrant cultural sector.

b. Budget: see supporting documentation

c. Schedule: see supporting documentation

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

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

We expect that the introduction of the new community cultural platform will contribute to an increase in tourism in 2019. Because our proposal is for a piece of community infrastructure rather than for an event, activity, or facility, a specific estimate of numbers of additional tourists is not applicable in our case. However, the effect of the community cultural platform will be to amplify the voice of the island's cultural sector as a whole. The technology will increase the reach and efficacy of the marketing efforts of individuals and organizations throughout our community by presenting everything in one attractive and easy-to-use venue, drawing more tourists seeking to take advantage of our vibrant arts and culture scene. This robust and comprehensive tool will undoubtedly become the go-to resource for visitors to Bainbridge Island, whether they come from across the water or from out-of-state.

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

At present, some 50 cities of all sizes are using this platform. Some sites have been up and running for over a decade and have become lynchpins of their respective cultural sectors. We reached out to several other communities to gather information regarding the impact that their Artsopolis platforms have had on tourism. Sacramento reported that from January to August, 2018, 26,073 room night searches and 713 nights were booked through its platform, Sacramento365.com. Although Sacramento is a much larger community than Bainbridge, it provides some measure of the potential impact of the proposed AHB platform, especially when

our proximity to the Seattle metropolitan area is taken into account. The case of Birmingham, AL provides insight into the potential for this platform to draw large numbers of visitors from nearby metropolitan areas: about 12% of the site's traffic comes from nearby Atlanta, GA, suggesting that the site is instrumental in generating considerable tourist activity. We expect that the platform will generate a significant measurable increase in overnight stays on Bainbridge Island.

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

In addition to the impacts of a projected increase in tourism as outlined above, the community cultural platform has the capability to host paid advertising for Bainbridge Island businesses and nonprofit organizations. We expect that both tourists and island residents will consult the platform as their primary source for information on arts and cultural events and activities and that advertising on the platform will prove particularly effective. The platform's advertising technology has the capability to route users directly to goods and services. This will result in a positive economic impact on those businesses and organizations that advertise with us.

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

A central aim of this project is to create a resource that will make Bainbridge Island's cultural sector instantly accessible 365 days a year. As noted elsewhere in this application, AHB believes that a vibrant creative culture is part of the bedrock of our community's identity. We know that even during the off-season, cultural sector organizations and individual artists continue to offer unique and enriching events and activities. We believe that by making Bainbridge Island's ongoing wellspring of arts and culture both visible and instantly accessible via a web platform, we will help draw visitors to our community all year round. In particular, by presenting a comprehensive events calendar in real time throughout the year, this tool will better inform and incentivize visitors throughout the holiday season to come and explore the abundance of creativity on Bainbridge Island.

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

Arts & Humanities Bainbridge has been an indispensable part of the island's cultural sector since our founding in 1986. Over the course of our organization's decades of activity, we have offered many annual events and spearheaded many grassroots campaigns that have made a lasting impact on the island's cultural life.

AHB has successfully sponsored the Bainbridge in Bloom Garden Tour for the past 30 years. This popular annual event typically requires the yearlong efforts of both staff and volunteers. Tasks include identifying eligible gardens; coordinating with garden owners, master gardeners, docents, and sponsors; creating marketing materials and promoting the event island-wide and

in neighboring communities; creating a transportation plan including shuttles, busses and biking options; and managing the hub and parking sites, among other activities. The longevity and popularity of this event speaks to AHB's organizational capacity.

AHB also hosts the Celluloid Bainbridge Film Festival and Poetry Corners, two other decades-old events which require a concerted and dedicated effort over many months.

AHB also administers the Arts in Education Consortium. Through this program, we pair local teaching artists with public school classroom teachers to provide arts-based learning infused into the district's core curriculum. For the past 19 years, this award-winning and much-loved program has grown to include all three of the island's elementary schools, Sakai Intermediate School, Woodward Middle School, Commodore Options School, Bainbridge Island High School, and Suquamish Elementary School. The program requires year-round administration by AHB staff.

Finally, AHB convenes the Public Art Committee (PAC). PAC, supported by AHB staff, administers the City of Bainbridge Island's Public Art Program. This highly engaged group of local artists meets monthly to plan acquisition and leasing of public art; manage the annual maintenance, restoration and decommissioning of existing public art; and provide long term program planning. PAC had great successes in 2016 with the installation of "Tribute Baskets" in Waypoint Park and in 2018 with the installation of "Something New," a rotating outdoor sculpture exhibition.

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

Partnerships with all parts of Bainbridge Island's cultural sector are essential to the vision of our proposal for a community cultural resource. Cultural organizations, institutions, and businesses that partner with us will optimize their outreach while reducing their marketing and promotion workload. At present, organizations must post the same event over and over on multiple calendars. With the technology we will introduce, event listings can be syndicated, i.e. exported or imported and shared across multiple calendars. This will allow subscribing partners to list their events on the platform's calendar and at the same time receive from the site lists of events tailored to their specific needs (e.g. family-friendly or outdoor events). In addition to using the calendar module for cooperative marketing, organizations can cross promote through other content modules like the Artist Stories or blog.

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

AHB will be able to objectively assess the impact of the community cultural platform in real time. This project will utilize Google Analytics, allowing us to track every visit, click, ticket sale, search, and lodging booking that results from activity on the site. Other communities working with Artsopolis routinely pull these metrics to gauge how they are faring. As cited above in this

application, Sacramento365 was able to determine that from January to August, 2018, it totaled 26,073 room night searches through the platform and 713 nights booked through the platform.

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

We plan to pair LTAC funding we receive with funds received from several other grant making organizations and foundations, including Bainbridge Community Foundation, Kitsap Community Foundation, the Rotary Club of Bainbridge Island, and others. Like many of Arts & Humanities Bainbridge's longstanding programs, this new platform will be also funded in part by memberships and subscriptions from cultural organizations and businesses on Bainbridge Island, Seattle, and elsewhere in Kitsap County. Additionally, funding from advertising revenue will help sustain ongoing management of the site and allow us to provide this long sought-after community service.

2019 LTAC Grant Application

Arts & Humanities Bainbridge (revised 1-24-190)

b. Budget:

Income	Other Sources	LTAC Funds	Total Income
COBI LTAC Grant		15,000.00	15,000.00
Private Donations	8,000.00	0.00	8,000.00
Other Grants	10,000.00	0.00	10,000.00
Organizations Sponsorships	5,000.00	0.00	5,000.00
Total	23,000.00	\$15,000.00	\$38,000.00
Expenses	Other Sources	LTAC Funds	Total Expenses
Initial Expenses			
Platform Development	12,000.00	15,000.00	27,000.00
Digital & Print Advertising	1,500.00	0.00	1,500.00
Training & Workshops	2,000.00	0.00	2,000.00
Ongoing Expenses			
Maintenance & Site Development	2,000.00	0.00	2,000.00
Administrative support	10,000.00	0.00	10,000.00
Total	27,500.00	\$15,000.00	42,500.00
Net Income			- \$4,500.00

c. Schedule:

Artsopolis Platform Timeline and Milestones	
2018	
November	Development and Planning period begins (3 months) Begin Development of Marketing campaign (pre-launch)
December	Potential Partner meetings with Cultural Organizations & local businesses
2019	
January	Meetings with cultural organizations, local businesses and general community outreach continues Marketing and outreach plan is formalized
February	Marketing & awareness campaign officially kicks off Workshops and training classes are scheduled Development continues
March	Workshops and training continues Development continues
April	Platform launches. 4.5.19 soft launch, 4.18.19 public launch Obtain community feedback and continue to refine internal processes
May	Quarterly reporting and analytics
July	Site development and build out continues
September	Obtain community feedback

October	Quarterly reporting and analytics
2020	
January	Quarterly reporting and analytics

Arts & Humanities Bainbridge

PROFIT AND LOSS

January - December 2017

	TOTAL
Income	
Earned Income	126,310.21
Fiscal Agency Income	-13,036.99
Fundraising / Development	90,341.52
In-kind Income	950.91
Rev Released from Restrictions	19,000.00
Total Income	\$223,565.65
GROSS PROFIT	\$223,565.65
Expenses	
Catering	9,438.75
Contractors	25,977.93
Equipment Rental	496.20
Honoraria/awards	4,000.00
Interest Expense LOC	98.45
Licenses	2,373.42
Marketing/Advertising	2,146.41
Meals/Entertainment	1,992.62
Merchant Fees	1,703.29
Occupancy	7,997.13
Operations Expenses	70,723.76
Postage/Delivery	4,152.61
Printing	22,890.65
Supplies	5,501.81
Teaching Artists	12,511.34
Vendors	6,497.96
Venue	3,230.75
Total Expenses	\$181,733.08
NET OPERATING INCOME	\$41,832.57
NET INCOME	\$41,832.57

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

D. Minimum Amounts of Insurance

The Recipient shall maintain the following insurance limits:

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

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Recipient Limits

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

POLICY NUMBER: I-660-465P3767-TIL-17

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 03-23-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

City of Bainbridge Island
280 Madison Ave.
Bainbridge Island, WA 98110

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.