



RESOLUTION 2014 - 77

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING
PROFESSIONAL SERVICES AGREEMENT FOR
TOURISM PROMOTION SERVICES WITH
ALBA'S EXCAVATING
(on behalf of NORTHWEST NITRO NATIONALS)**

WHEREAS, the City of Sunnyside published a request for proposals for the use of Lodging Tax Funds on September 26, October 3 and October 10, 2014; and

WHEREAS, the Lodging Tax Advisory Committee reviewed said proposals on October 23, 2014 and November 5, 2014 as required by RCW 67.28; and

WHEREAS, the City Council of the City of Sunnyside authorized an appropriation be made to the 2015 budget in the amount of \$10,000; and

WHEREAS, the City of Sunnyside and Alba's Excavating wish to enter into an agreement to cover the costs associated with tourism promotion; and

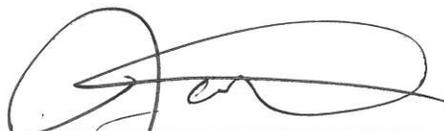
WHEREAS, the City Council finds and determines that approval of such agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

Section 1. That the Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute the contract and other documents necessary to accomplish such acceptance.

Section 2. This Resolution shall be effective upon passage and signatures hereon in accordance with law.

PASSED this 24th day of November, 2014.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside

AGREEMENT FOR TOURISM SERVICES
By and Between
CITY OF SUNNYSIDE
And
ALBA'S EXCAVATING on behalf of
NORTHWEST NITRO NATIONALS

THIS AGREEMENT is made and entered into this 25th day of November, 2014, by and between the CITY OF SUNNYSIDE, a municipal corporation, and ALBA'S EXCAVATING on behalf of NORTHWEST NITRO NATIONALS, for the uses and purposes provided herein and below.

I. Recitals

A. CITY OF SUNNYSIDE, hereafter called "City," is a municipal corporation of the State of Washington, with City Hall located at 818 East Edison Avenue, Sunnyside, Washington 98944.

B. ALBA'S EXCAVATING, hereafter called "Contractor," is a sole proprietor in the State of Washington, serving the citizens of the City of Sunnyside with promotion of events within the City of Sunnyside, specifically the Northwest Nitro Nationals.

C. The City has adopted and implemented a transient occupancy tax authorized pursuant to Chapter 67.28 RCW and City Ordinances codified at Chapter 3.28 of the Sunnyside Municipal Code as the "Transient Occupancy Tax." State statute has since been amended to allow expenditure of such transient occupancy tax revenues for advertising and tourism promotion services as well as certain costs of operation and maintenance of tourism facilities and special events and festivals subject to appropriate documentation of services rendered and received.

D. Contractor is able to provide advertising and other services allowed by statutes governing the use of proceeds from the tax, to promote and encourage tourism within the City.

E. The parties desire to enter into this Agreement to state their mutual goals and obligations to accomplish such purposes.

II. Agreement

WHEREFORE, in consideration of the mutual covenants, conditions and promises herein, the parties agree as follows:

EXHIBIT "A"

A. Scope and Purpose. The purpose of this Agreement is to provide for tourism promotion and advertising services, in compliance with the uses and purposes of state statutes and City codes governing use of Transient Occupancy Tax proceeds, by the Contractor for and on behalf of the City of Sunnyside. The Contractor will develop and organize advertising campaigns that promote the City in accordance with the proposal attached hereto as Exhibit "A" incorporated herein by this reference.

B. Payment by City. The City shall reimburse Contractor for tourism-related advertising costs incurred by Contractor in providing the services associated with the Northwest Nitro Nationals in the amount not to exceed \$10,000.

Payment of any such amount is conditioned upon the following:

- 1) Each Contractor request for reimbursement shall be accompanied by a copy of the itemized invoice(s) or bill(s) for advertising services purchased (invoices received that are not itemized will NOT be reimbursed); and
- 2) One copy of the advertisement(s) or other media copy acceptable to City, purchased by Contractor for which reimbursement of costs is requested.

C. Restriction on Expenditures. The Contractor understands that this agreement is governed by the restrictions mandated for use of Lodger's Taxes and all expenditures are subject to full disclosure to the City in order to show compliance with said requirements. The Contractor further understands that all expenditures shall be for the purpose of promoting tourism into the City of Sunnyside. The Contractor shall provide documentation in support of its efforts. The Contractor further agrees to cooperate with and furnish any requested documents to the State Auditor upon request. The City reserves the right to reject all or any portion of any request for reimbursement if, in the sole opinion of the City, such expenditure is not authorized by this Agreement or applicable law.

D. Reports to City. Contractor shall report on the status of project, fund-raising efforts, tourism promotion programs or campaigns, and any other information or reports deemed necessary or appropriate by the City.

E. Access to Records of Contractor. Contractor agrees to provide access to City, its authorized agents and regulatory agencies, to Contractor records pertaining to expenditure of funds and funded programs authorized pursuant to this Agreement. Such access shall be promptly scheduled at times convenient to the Contractor during normal work hours. Records created pursuant to this Agreement may be considered public records pursuant to Chapter 42.56 RCW and Contractor agrees to provide reasonable assistance to City in producing records to requesting parties.

F. Term of Agreement – Effective Date of Amendment. This Agreement shall commence on January 1, 2015 and terminate on December 31, 2015, unless sooner terminated by either party as described in section G below.

G. Early Termination. This Agreement may be terminated by either party upon thirty (30) days advance written notice delivered to the other party. In the event of early termination, requests for reimbursement for advertising expenses incurred prior to the date Notice of Termination is delivered shall be processed in accordance with the procedures described in Section B(2) above. Any expenditure by Contractor for advertising or other service occurring between the date of delivery of such notice and effective date of termination of the Agreement shall be reviewed and subject to prior approval by City.

H. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and shall not be modified or amended except in writing signed by both parties.

I. Dispute Resolution. In the event of a dispute arising between the parties regarding the enforcement, breach, or interpretation of this Agreement, the Parties shall first meet in a good faith effort to resolve the dispute, however, with or without agreed meditation. Any remaining dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, and the Mandatory Rules of Arbitration, with venue placed in Yakima County, Washington, and the arbitrator shall award to the substantially prevailing party, judgment for its attorney fees and costs against the other. In the event of de nova review, both parties waive their rights to a jury trial.

WHEREFORE, this Agreement is deemed executed on the date first referenced above.

CITY OF SUNNYSIDE

**ALBA'S EXCAVATING on behalf of
NORTHWEST NITRO NATIONALS**

By: _____
Donald D. Day, City Manager

By: _____
John Alba, Promoter/Banker

ATTEST:

By: _____
Delilah Saenz, CMC, City Clerk

PROJECT PROPOSAL

(Only two (2) additional pages of materials will be accepted with each application.)

PROPOSALS MUST BE TYPED

Project Title and Type

Project Title Northwest Nitro Nationals

Type of Project: PRO Motorcycle Hill Climb

Note - Marketing efforts must target tourists from a different town, city, county, state, or country. The City's lodging tax fund exists because visitors stay overnight in a Sunnyside lodging establishment and pay the tax.

- Tourism Promotion:
 - Advertising, publicizing, information distribution
 - Develop strategy to expand tourism
 - Operate tourism promotion agency
 - Fund a special event or festival (marketing and/or operations)

"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. (RCW 67.28.080 (6))

"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. (RCW 67.28.080 (8))

- Tourism-related Facility (must be owned by a public entity, or by a nonprofit organized under section 501(c)(3) or owned by a 501(c)(6))

"Tourism-related facility" means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a)(i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501(c)(3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501(c)(6) of the federal internal revenue code of 1986, as amended, a business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities. (RCW 67.28.080 (7))

Organization (check one) Non-profit Public Agency For Profit

Name Northwest Nitro Nationals

Address 620 South Hill Rd

City Sunnyside State Wa Zip 98944

Phone 509-840-0007 Website nwnitronationals.com

EXHIBIT "A"

Project Budget

SUBMISSION DEADLINE
October 17, 2014 at 4:30 p.m.

Contact Person

Name John Nyboer Title Sales & Marketing
Phone 509-840-0047 Fax 509- 882-5088
E-mail jhn3300@gmail.com

New or Continuing Activity/Service

Is this a new or continuing activity/service?

Was this project previously funded by lodging tax funds? Yes No
If yes,

How much? \$10000.00 How long? 1 (years)

Do you expect this project to be an annual activity/service that will require continued lodging tax funds? Yes No

If yes, what is your anticipated time frame for accomplishing this activity/service?

Short Term (1 Yr) Intermediate Term (2 to 3 Yrs) Long Term 4+ (Yrs)

Scope of Project

Please be specific in describing details of the proposed project and how it benefits Sunnyside tourism and/or economic development.

1. Date/Time of event: SEE ATTACHED ANSWERS 1 THROUGH 10
2. Does this event conflict with another event? If so, which one? _____
3. Does this event compliment another project? If so which one? _____
4. How does this project attract, serve, and facilitate overnight tourism in the City of Sunnyside?

5. Does it lodge or feed tourists? If yes, please provide detail: _____

6. Does it promote tourism? If yes, please provide detail: _____

7. Does it provide for the sale of gifts, souvenirs, or other items? If yes, please provide detail: _____

EXHIBIT "A"

ANSWERS FOR QUESTIONS 1- 10

1. We have tentatively scheduled for May 8th-10 2015. We will have a confirmed date after our board meeting with NAHA on October 18th this year.
2. None that we know of
3. We have a pending BMX Dirt Jump Competition scheduled in March/April 2015 at Dry Creek Recreation.
4. It's a 3 day event going into it's 5th year being held in Sunnyside at Dry Creek Recreation. We drew competitors and spectators alike from across the United States and Canada. We offer dry camping and food vendors, but the City of Sunnyside offers all the rest of the amenities. Gas, food, lodging, wineries, a brewery, museum and bronze statues etc...
5. It most certainly does lodge and feed tourists. Being a 3 day event with spectators and competitors from across the nation. They will be seeking lodging and this was evident based on all the hotels at 100% occupancy during the 4th annual NWNN in 2014!!!
6. It does promote tourism. The Valley has the reputation as being the hop growing capital of the nation and the new NAPA Valley for our great wines. With our diverse base of spectators and competitors they are the prime candidates to capitalize on tourism.
7. I Believe it does provide commerce/revenue for the City of Sunnyside and surrounding areas, i.e. gas, food, lodging shopping etc. With the City being just 15 minutes away the possibilities are endless.
8. The Northwest Nitro Nationals brings back to Sunnyside for the 5th year in a row, one the the oldest motorsports in the World...Motorcycle Hillclimbing....NORTHWEST NITRO NATIONALS provides 3 days of adrenaline pumping entertainment..... We have something for everyone...Kids, amateurs, PROS from across the nation and even PROFESSIONAL WOMEN HILLCLIMBERS.....

EXHIBIT "A"

Project Budget

SUBMISSION DEADLINE
October 17, 2014 at 4:30 p.m.

8. Will it provide programs/entertainment for tourism? If yes, what type(s)? _____

9. Does it provide other short or long range economic benefits? _____

10. Please provide responses to the following bullet points:

- a) • of overnight stays in paid accommodations: _____ #
- b) • of overnight stays in unpaid accommodations traveling more than 50 miles: _____ #
- c) • of visitors staying for the day only and traveling more than 50 miles: _____ #

*Responses **MUST** be specific; proposals with vague unclear responses
will be reviewed last and possibly not funded at all.*

EXHIBIT "A"

9. The short term benefits are from our Annual 3 day event. The long term benefits are that it has history of being an ongoing event and we are gearing up to host multiple events at Dry Creek Recreation to service the communities entertainment needs.
10. a) Spectators/competitors staying 3-5 room nights with double occupancy (up to 400 people) Hopefully with the same 100% occupancy rate as last years event.
b) We expect to see an increase of Campers/RVS occupying our dry camping spots.
c) Every year we are evolving in our marketing and promotions. We expect to see a continued increase in growth with our spectator base. We have gone from around 1500 spectators in 2011 to over 3500 in 2014 at the 4th Annual NWNN Event.

SIDE NOTE:

An updated more informative and interactive website/s through the City of Sunnyside and the Chamber of Commerce will also help cross market our event and what our community has to offer.

EXHIBIT "A"

Project Budget

SUBMISSION DEADLINE
October 17, 2014 at 4:30 p.m.

PROJECT BUDGET

(Note – This budget should represent the proposal and not the entire agency budget.)

PROPOSALS MUST BE TYPED

Funding Request

Amount Requested \$ 25,000.00

Can you operate this activity/service with reduced funding? Yes No

If yes, list priorities below:

Reduced Amount - partial funding (no less than) \$ 20,000.00

Income

If you are anticipating receiving partial funding for this activity from others sources, please list the approximate amounts, sources, and status of funding.

Amount	Source	Projected or Confirmed
\$ 50,000.00	Sponsorship	Projected
\$ 25,000.00	Donations volunteers & equip	Projected
\$ -		
\$ -		
\$ -		
TOTAL \$ 75,000.00		

Expenses

Activity	Total
Personnel (salaries & benefits)	\$10,000.00
Administration (Operating expenses including copies, rent, utilities, phone, taxes, office supplies, etc.)	\$2,000.00
Marketing/Promotion (Provide detail)	\$25,000.00
Travel	\$ 5,000.00
Consultants	\$ 5,000.00
Construction	\$50,000.00
Other Activities (Provide detail)	\$ 000
TOTAL	\$97,000.00

EXHIBIT "A"

Project Budget

SUBMISSION DEADLINE
October 17, 2014 at 4:30 p.m.

Other Budget Items

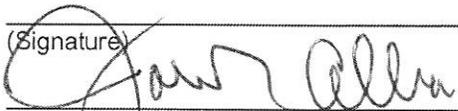
- 11. Describe and explain the differences in Amount Requested and Reduced Amount.
Priority one: will provide the opportunity to promote and
market out event to larger markets with more publications, radio
and television and also the ability to produce our own TV Show & DVD.
- 2. The smaller amount would narrow our marketing and promoting to local
markets.
- 12. What percentage of your budget does your request for lodging funds represent? 25 %
- 13. How will you fund this project if the City of Sunnyside's lodging funds are not available?
Through private investors, sponsors and donations.

PROPOSAL CERTIFICATION

The applicant organization hereby certifies and affirms the following:

- The governing body of the applicant organization has approved this application.
- The undersigned is authorized to sign this application on behalf of the applicant organization.
- The information contained in this application is true, correct, and complete and the applicant organization understands and will comply with all provisions thereof.
- That applicant organization will abide by all relevant local, state, and federal laws and regulations.
- That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap, and

Certified by:

(Signature)

(Print Name)
John R. Alba
Title
Owner
Date 10/15/2014