

RESOLUTION 2014 - 78



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING
PROFESSIONAL SERVICES AGREEMENT FOR
TOURISM PROMOTION SERVICES WITH
THE MISS SUNNYSIDE COMMITTEE**

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 \$7,600; and

WHEREAS, the City of Sunnyside and the Miss Sunnyside Committee 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
MISS SUNNYSIDE COMMITTEE

THIS AGREEMENT is made and entered into this 25th day of November, 2014, by and between the CITY OF SUNNYSIDE, a municipal corporation, and MISS SUNNYSIDE COMMITTEE, 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. MISS SUNNYSIDE COMMITTEE, hereafter called "Committee," is a non-profit corporation of the State of Washington, serving the citizens of the City of Sunnyside with promotion of events within the City of Sunnyside, including the Miss Sunnyside Pageant.

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. Committee 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 by using a parade float at numerous parades throughout the northwest to promote the Miss Sunnyside Pageant and the City of Sunnyside.

E. City, by and through its City Council, has recognized the value and benefit to the community and its citizens to promote tourism in the City of Sunnyside through the efforts of Committee and the parade float, and has authorized participation in the Committee's parade float program.

F. 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:

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 Committee for and on behalf of the City of Sunnyside. The Committee will use these funds for use and maintenance of a parade float in order to advertise and promote tourism in the City in accordance with the proposal attached hereto as Exhibit "A" and incorporated herein by this reference.

B. Committee's Purpose. The Committee will use its parade float and efforts to facilitate promotion of its programs and purposes, including the Miss Sunnyside Pageant, and promotion of tourism in the City of Sunnyside. The City and Committee recognize and agree that use of the Committee's parade float and efforts for such purposes enhances recognition of the City of Sunnyside and promotes tourism within the City.

C. Restriction on Expenditures. The Committee 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 Committee further understands that all expenditures shall be for the purpose of promoting tourism into the City of Sunnyside. The Committee shall provide documentation in support of its efforts. The Committee further agrees to cooperate with and furnish any requested documents to the State Auditor upon request.

D. Payment for Services. City agrees to pay Committee a sum not to exceed \$7,600.00 to be used by Committee for maintenance and operation of a parade float to facilitate the Committee's Miss Sunnyside Pageant and programs to promote tourism into the City of Sunnyside. Payment of any sum for maintenance and operation described above shall be by reimbursement of costs incurred by the Committee for such purposes. Payment of any sum for construction shall either be by reimbursement of costs incurred by the Committee, or by City payment upon presentation by Committee showing a bill for construction work already completed. Any and all payments by City shall be conditioned upon the city's acceptance and/or approval of work completed. 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.

E. Reports to City and Records. Committee shall report on the status of Committee projects, tourism promotion programs or campaigns, and any other information or reports deemed necessary or appropriate by the City. Committee agrees to provide access to City, its authorized agents and regulatory agencies, to Committee records pertaining to expenditure of funds and funded programs authorized pursuant to this

EXHIBIT "A"

Agreement. Such access shall be promptly scheduled at times convenient to the Committee during normal work hours. Records created pursuant to this Agreement may be considered public records pursuant to Chapter 42.56 RCW and Committee agrees to provide reasonable assistance to City in producing records to requesting parties.

F. Term of Agreement – Effective Date of Amendment. This Agreement shall be for a term of one year, commencing January 1, 2015 and terminating December 31, 2015, unless sooner terminated by either party as described in section G below.

G. Termination. Notwithstanding the provisions in Section D above, the City shall be under no obligation to provide payment or money to Committee or any third party if, in the sole determination of the City Council or its designee, the purposes or programs of Committee as stated above are changed or altered to any purpose or program not designed, intended or effective to promote the public purposes of this Agreement or the non-profit purposes of the Committee. In the event of termination, City shall notify Committee at least two weeks prior to the effective date of termination, unless a shorter notice is mandated by law or circumstances then existing.

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

MISS SUNNYSIDE COMMITTEE

By: _____
Donald D. Day, City Manager

By: _____
Sharon Dolan, Chair

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 Miss Sunnyside Community Float

Type of Project:

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 Miss Sunnyside Committee

Address 1726 Gregory Ave / PMB #225

City Sunnyside State WA Zip 98944

Phone 509-840-4027 Website _____

Contact Person

Name Sharon Dolan Title President
Phone 509-840-4027 Fax _____
E-mail sharon.dolan@hotmail.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? \$6,000 - \$7,000 How long? Estimated 6 years (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.

Date/Time of event: 9 months ; approx. 20-24 parades

Does this event conflict with another event? If so, which one? No

Does this event compliment another project? If so which one? Yes, all local comm. celebrations

How does this project attract, serve, and facilitate overnight tourism in the City of Sunnyside?
Brings participants, judges, guests & family members for weekend long community

Does it lodge or feed tourists? If yes, please provide detail: Yes, The Best Western was sold out Sat. night of Sunshine Days; and people stay and eat throughout both Sunshine Days, Cinco De Mayo, and Lighted Farm Implement parade

Does it promote tourism? If yes, please provide detail: Yes, both the float & truck/trailer have advertising that promotes local events & businesses throughout the state and entire Lower Valley. Plus, Royalty passes out event flyers at each parade attended.

Does it provide for the sale of gifts, souvenirs, or other items? If yes, please provide detail: No

EXHIBIT "A"

Project Budget

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

Will it provide programs/entertainment for tourism? If yes, what type(s)? Yes, it promotes attendance to Sunnyside events related in conjunction with Cinco De Mayo and Sunshine Days

Does it provide other short or long range economic benefits? Yes, it promotes visitors/sales at Fashion Corner after viewing our float dresses

Please provide responses to the following bullet points:

- of overnight stays in paid accommodations: est. 30 #
- of overnight stays in unpaid accommodations traveling more than 50 miles: 35 #
- of visitors staying for the day only and traveling more than 50 miles: 100 #

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

PROJECT BUDGET

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

PROPOSALS MUST BE TYPED

Funding Request

Amount Requested \$ 7,600

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

If yes, list priorities below:

Reduced Amount - partial funding (no less than) \$ 6,000

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
\$ 6,125 -	Sponsor's signs on the float trailer	projected
\$ -		
\$ -		
\$ -		
\$ -		
\$ -		
TOTAL \$ 6,125 -		

Expenses

Activity	Total
Personnel (salaries & benefits)	\$ 0 -
Administration (Operating expenses including copies, rent, utilities, phone, taxes, office supplies, etc.)	\$ 2,050 -
Marketing/Promotion (Provide detail)	\$ 0 -
Travel	\$ 1,600 -
Consultants	\$ 2,500 -
Construction	\$ 7,600 -
Other Activities (Provide detail)	\$ -
TOTAL	\$ 13,750 -

Other Budget Items

Describe and explain the differences in Amount Requested and Reduced Amount.

Priority 1 funding for \$7,600: \$6,000 is for the construction of the float, \$1,600 is paid to the Port of Sunnyside to rent a secure, heated building for float construction.

Priority 2 funding for \$6,000: construction of float

If we had the assistance for the rental of the Port building (\$1,600), we could attend additional parades, further promoting the city of Sunnyside

What percentage of your budget does your request for lodging funds represent? 55 %

How will you fund this project if the City of Sunnyside's lodging funds are not available?

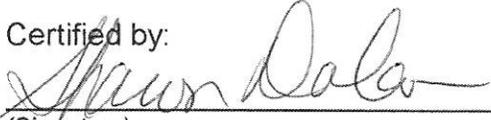
It would be very difficult to fund the float w/o city funds. We are supported by local businesses, which we are grateful for. Our annual budget is always break-even and we fundraise extensively for all other expenses. Loss of funds would require more time fundraising, thereby reducing time for ambassadorship/promotion of Sunnyside.

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)

Sharon Dolan

(Print Name)

President

Title

10/21/14

Date