

## **AGREEMENT FOR LODGING TAX (CIVIC IMPROVEMENT) FUNDS**

**THIS AGREEMENT FOR LODGING TAX (CIVIC IMPROVEMENT) FUNDS** (this "Agreement") is entered into the date last below written between the City of Bainbridge Island, a Washington state municipal corporation (the "City") and Bainbridge Island Museum of Art (the "Recipient").

**WHEREAS**, the Recipient submitted a proposal for Lodging Tax/Tourism funds (Civic Improvement Fund) to support the 2016 exhibitions as described in Attachment A (the "Proposal"); and

**WHEREAS**, upon recommendation of the Lodging Tax Advisory Committee and approval by City Council at their December 1, 2015 meeting, the City has awarded a contract for the Proposal; and

**WHEREAS**, the Recipient has the expertise and experience to arrange for said services 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 BY RECIPIENT**

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Proposal. 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 Recipient shall execute this Agreement by June 30, 2016 in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2016.

Recipient shall identify all Proposal activities in promotional and other business materials as having been funded by the City of Bainbridge Island.

### **2. PAYMENT**

A. The City shall pay the Recipient Twelve Thousand Dollars (\$12,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Proposal, to be billed quarterly. Payment will be made by the City only when documentation of delivery of contracted services or products is provided to the City.

B. The Recipient shall submit quarterly invoices for services performed in a previous quarter in a format acceptable to the City. Each project and each task within a 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. All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.

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.

### **3. REPORT ON EXECUTION OF SERVICES**

The Recipient shall submit a report on services provided with the final invoice, no later than January 20, 2017. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the 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.
- Complete a Joint Legislative Audit and Review Committee (JLARC) report as directed by the City that will provide a good faith best-estimate of actual attendance generated by the Proposal 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.

### **4. 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 where 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.

## **5. 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 his 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 required under this Agreement. The Recipient shall make no claim of City employment nor shall 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.

## **6. DISCRIMINATION 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 6 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.

## **7. 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, 2016, unless sooner terminated by either party as provided below.

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 2 for any satisfactory work completed prior to the date of termination.

## **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, 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 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 agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. 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.

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

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## **11. INSURANCE**

The Recipient shall maintain insurance as follows:

- Commercial General Liability as described in Attachment B.
- Directors and Officers Liability as described in Attachment B.
- Automobile Liability 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 or addenda, 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.

## **16. NON-WAIVER**

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any



IN WITNESS WHEREOF, the parties have executed this Agreement as of Feb. 25th, 2016.

BAINBRIDGE ISLAND MUSEUM  
OF ART

CITY OF BAINBRIDGE ISLAND

By Greg Robinson

By Douglas Schulze  
Douglas Schulze, City Manager

Name GREG ROBINSON

Title EXECUTIVE DIRECTOR & CURATOR

Tax I.D. 27-0183255

ATTACHMENT A  
**CITY OF BAINBRIDGE ISLAND**  
**2016 LODGING/TOURISM FUND PROPOSAL**  
**COVER SHEET**

Project Name:

2016 Exhibitions

Name of Applicant Organization:

Bainbridge Island Museum of Art

Applicant Organization IRS Chapter 501(c)(3) or 501(c)(6) status and Tax ID Number:

501 (c) (3) organization-Tax identification number 27-0183255

Date of Incorporation as a Washington State Corporation and UBI Number:

Incorporated, February 2009; UBI Number 602917174

Primary Contact: Karen Molinari, Development Director

Mailing Address: P.O. Box 11413, Bainbridge Island, WA 98110

Email(s): karenm@biartmuseum.org

Day phone: (206) 451-4002

Cell phone: (206)617-5850

**BIMA's request is for a \$10,000 grant from the LTAC.**

**Please indicate the type of project described in your proposal:**

√	Project Type
XX	Tourism marketing
<input type="checkbox"/>	Marketing and operations of special events and festivals designed to attract tourists
XX	Supporting the operations of a tourism-related facility owned or operated by a nonprofit organization*
<input type="checkbox"/>	Supporting the operations and/or capital expenditures of a tourism-related facility owned or operated by a municipality or a public facilities district*

\*If the proposal requests funds for a tourism-related facility, please indicate the legal owner of that facility:

Bainbridge Island Museum of Art

## LODGING/TOURISM FUND APPLICATION

### Applicant Information

Please respond to each of these questions in the order listed. If the proposal includes multiple partners, please include the requested information for each organization.

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.

#### Alternate question for event or facility funding:

Describe the event or facility proposed including its purpose, history, and budget. Include past attendance history if applicable, and estimate the number of tourists drawn to the event or facility/year. Please estimate total attendance and number of tourists estimated to attend for 2016. How has the activity been promoted in the past (if applicable) and what promotion is planned for 2016?

**1A. Mission:** The Bainbridge Island Museum of Art's mission is to engage a diverse population with the art and craft of our region. Our focus is the contemporary art of the Puget Sound region, with an emphasis on artists who are less well-known but deserve broader recognition, and topics and themes that are important to our region.

**1B. History:** Over ten years ago our founder, Cynthia Sears, and artists, civic and community leaders began to envision a new art museum and cultural center on Bainbridge Island. Our organization was formed officially in 2009 with non-profit status, and a founding board began to make specific plans. Initial priorities included defining program goals, reviewing early architectural concepts, finding a core staff, and launching a capital campaign.

An agreement was reached to be part of the Island Gateway campus, located near the Seattle/Bainbridge Island ferry terminal at the corner of Highway 305 and the main street of Bainbridge Island, Winslow Way. The site would also include the expanded Kids Discovery Museum (KiDiMu) and various retail and office activities, plus an inviting plaza to be shared with the community.

In 2010 the Board of Directors started construction on the new art museum. It was built in two phases. Phase I was 4,000 gross square feet and included the auditorium, classroom and initial offices. Phase II comprised 16,000 gross square feet and included the main art museum, conference room, museum store, bistro, roof garden, mechanical room, art archives and loading dock. The building was designed by architect Matthew Coates, Coates Design Architects, BIMA is targeted to be the first art museum in Washington to attain Leadership in Energy and Environmental Design (LEED) Gold status – with the help of design and systems features including geothermal energy, day lighting controlled louvers, solar power, recycled materials including denim insulation, and green-labeled certified carpets and paints.

## LODGING/TOURISM FUND APPLICATION

The Art Museum opened its' doors on June 14, 2013. We are proud to have more than 125 volunteers, including 80 trained art docents who work directly with our museum visitors.

### 1C. Areas of Expertise, Ability with Tourism and Promotion and Ability to Complete the Project:

*Expertise:* BIMA's primary areas of expertise include the visual arts and marketing. Our Executive Director and Curator, Greg Robinson, brings over 25 years of experience managing art museums and galleries in the Puget Sound region. Greg has been the curator for many compelling exhibitions and has published related books and brochures. BIMA has recently hired a new Marketing Director, Korum Bischoff. Korum brings a wealth of knowledge of nonprofit organizations and arts marketing at diverse organizations.

*Exhibitions:* Since our opening in June 2013, we have had four exhibitions per calendar year.

Each show has had a diverse mix of artists, media and subject matter. For example, our Spring 2015 Exhibitions included:

- *Garden Path*, Rosalyn Gale Powell paintings (Rachel Feferman Gallery)
- *The Art of Furniture*, Various Artists, (Rachel Feferman Gallery)
- *Cut & Bent*, Guest Curator: Bill Baran-Mickle, (MESA and Orientation Galleries)
- *Miniature Books: Collection of Margot Amestoy* (Sherry Grover Gallery)
- *Small Worlds*, (Steve and Harriet Davis Community Gallery)
- *Photographs*, Raymond Gendreau, (John Kenyon Ellis Bistro & Classroom Galleries)
- Selections from the Permanent Collection (Jon & Lillian Lovelace and Beacon Galleries)
- *New Acquisitions: Heikki Seppa* (Garden Gallery)

Our Summer 2015 Exhibitions included:

- *Horst Gottschalk: Personal Myths* (Rachel Feferman Gallery)
- *Caroline Colley Browne: Comings & Goings* (John Kenyon Ellis Bistro and Steve & Harriet Davis Community Gallery)
- *David Eisenhower: Swarm* (Beacon Gallery)
- *Pierr Morgan: Imagine* (MESA and Orientation Galleries)
- *Artist's Books Chapter Five: Women Now and Then* (Sherry Grover Gallery)
- Selections from the Permanent Collection (Jon & Lillian Lovelace Gallery)

*Marketing:* BIMA promotes itself and its exhibitions in many ways. We advertise on the electronic signage on the Washington State Ferries, distribute press releases, purchase advertising, distribute rack cards, email and eNews, and post on social media sites. We have had extensive coverage including full articles in Seattle Magazine, The Seattle Times, Art Access, Daily Journal of Commerce, Western Art & Architecture, Port Townsend Leader, The Oregonian, Discover Kitsap, Bainbridge Review and Inside Bainbridge. We consistently place ads in Art Access, Art Guide (distributed throughout Western Washington), Inside Bainbridge, Seattle Magazine, Preview Magazine, The Stranger and more. We were named one of the 15 Best Small-Town Museums by Fodor's Travel and MSN. BIMA has had 101,628 website views in the first six months of 2015 (January – June). In the same time period, we have 3,950 Facebook followers, 683 Twitter followers and an eNews subscriber list of 2,604.

## LODGING/TOURISM FUND APPLICATION

*Tourism:* BIMA's location at the corner of Highway 305 and Winslow Way, across from the

Bainbridge ferry terminal, makes it an easy place to discover and visit. We offer free admission in order to ensure access to all. On any given day, visitors to the Museum are a mix of local Bainbridge Islanders, regional (Kitsap County and Seattle) residents and national and international tourists. Our Art Docents are trained to ask where people are from as they enter the Museum and we encourage visitors to sign our guest book with comments after they explore. We estimate 160,000 people have visited the Museum in the past two years, including those who attend meetings or conferences, special events, artists' friends and families and school children.

*Ability to Complete the Project:* Since opening our doors in June 2013, BIMA has exhibited over 20 shows. As noted above, these exhibitions have been well attended and have attracted tourists from the Puget Sound region, from other states and many other countries. We are in the process of installing our Fall/Winter 2015/2016 exhibits and have already planned the 2016 season.

2. If appropriate, please identify the project partner(s) and briefly describe the involvement of each. Please note that the maximum award of \$80,000 will apply to any single project, even if proposed by a team of partners.

Our project partners include curators, regional artistic and educational organizations and the local media. A major media partner is Art Guide magazine, with a distribution of 70,000 copies in Western Washington and Portland, Oregon. Although published just once a year, it is found in many hotels, art galleries and convention and visitors bureaus. The Art Blog on the Guide's website updates Museum listings and exhibitions.

Our dedicated volunteers are also major partners: The Art Acquisition and Exhibitions Committee (A&E) of BIMA is an active volunteer partner, helping to review and plan exhibitions, and select specific artworks for the Permanent Art Collection. Twelve committee members meet twice per month and assist with the research needed to support diverse and compelling artistic programs. In addition, 16 trained volunteers comprise our art installations crew. These volunteers are supervised by the director/curator as well as the lead installer.

The Education Committee is another leading partner. Led by BIMA education director Kristin Tollefson and comprised of 15 community volunteers on various subgroups, this committee plans diverse educational program to attract both local residents and visitors.

The Marketing Committee, another group of 15 dedicated volunteers, has already demonstrated great success with the attention on BIMA's grand opening and the attendance at the Museum over the last two years

### **LODGING/TOURISM FUND APPLICATION**

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 (2010-2015).

We received \$10,000 towards the new building, specifically for the installation of solar panels (2013). We also received \$5,000 toward our 2014 Exhibitions.

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

We submitted reports as requested.

### **Project Information**

#### **1. Describe the proposed project.**

- A. Identify the Project's main objectives and how each will be achieved.

The Project's main objective is to drive tourism to Bainbridge Island.

The art museum has a proven track record of attracting visitors and will continue to do so as the exhibition line-up for 2016 is revealed. With a diverse mix of regional art and craft we have something for everyone to enjoy.

Having a lively arts and cultural center helps the community by enhancing the city's livability, as well as increasing tourism. The museum leadership believes that a healthy and balanced community requires everyone to have access to the arts and experience diverse cultural activities. We feel the need for arts education by providing high quality, free accessibility to the arts.

The main activity is presenting a full year of rotating exhibitions that are free to the public. Exhibitions will include solo retrospectives, solo theme shows, and group exhibitions. The exhibitions are planned by Executive Director and Curator Greg Robinson, with the assistance of some guest curators, part-time temporary staff, volunteer curatorial assistants and interns, and an installation crew comprised of a lead contracted installer and 16 installation volunteers.

Exhibitions are complemented by educational activities (lectures, art workshops and special events) planned for the shows, and marketing promotions specific to each exhibition and also general BIMA promotions.

Each season (fall through summer) includes a Friday evening private opening for members, exhibiting artists and their collectors and other VIPs, and a Saturday public reception. Over 500 people attended our most recent private reception on June 26<sup>th</sup>, including many who were out of towners who stayed in local lodging

### LODGING/TOURISM FUND APPLICATION

establishments. In addition, we had a University of Nevada, Reno professor speak about our Horst Gottschalk exhibit for one of our Eye on Artist lectures. The professor, as well as other family and friends of the artist stayed in local hotels.

- B. Be as specific as possible about proposed services, if appropriate the quantities of materials for and measurable impacts on the tourism market, distribution method and costs.

2016 Exhibitions highlights include:

**Winter: New Light**, Steve Maslach -Bainbridge Island Glass artist Steven Maslach is featured in a solo show with a survey of large-scale cast glass, wood and mixed media sculptures. New Light refers to his recent development of a unique means of coloring thick, clear glass. Also featured in the exhibition are examples of his older work which use more conventionally colored glass.

*A Story Time*: Nancy Thorne-Chambers-*A Story Place* is an enchanting ceramic installation featuring thirty life-size animals and insects sitting intently in a forest, listening to a child reading a story—a story that is curiously about them. *A Story Place* is a visual feast that speaks volumes about the simple but very complex idea of "relationship."

*Thought Patterns*- A group show featuring art produced in different mediums yet each echoing patterns.

2016 Highlights will include:

- A solo exhibition with Seattle artist Barbara Earl Thomas, former director of the Northwest African American Museum;
- *Journey*-a group show featuring artists from the Puget Sound region interpreting their journeys in different media;
- *Jungle World*-specifically geared toward families and children, *Jungle World* is a group exhibition featuring artists working on animal forms and motifs.
- *Sherry Grover Gallery* will continue to rotate our founder, Cynthia Sears' nationally known collection of artists' books.
- *Children's Illustrators show*- featuring works of prominent children's illustrators.

- C. If appropriate, provide details about the facility operating costs to be funded.

General facility overhead (utilities, housekeeping, maintenance, insurance, etc.) are not included in this proposal. Direct costs of mounting exhibitions and marketing them are, and are reflected in the attached Project Budget.

2. **Provide a brief narrative statement to address each of the stated selection criteria. Describe outcomes anticipated from each criterion, as well as the overall project.**

- A. Expected impact in increased tourism in 2016. Please provide specific

### **LODGING/TOURISM FUND APPLICATION**

estimates of how the project will impact the number of people traveling to Bainbridge Island from fifty miles or more one way from their place of residence, or travelling from another country or state outside of Washington State. If appropriate, compare/contrast this impact to actual or estimated number of tourists at your event/facility in 2014 and estimates for 2015.

There are an average of 220 visitors to the Museum on a given day. 50% are local Bainbridge Island residents and 50% are from other areas including the Puget Sound, other states and other countries. We are open 7 days a week from 10 am – 6 pm. The average attendance on weekends, holidays and for education programs and community events can be as many as 1,000 a day. This is based on our two years of operation and our Art Docents counting visitors at the front desk. We anticipate the average to continue to increase as word spreads about BIMA. Free admission and our location near the ferry makes the Museum an attractive place for many visitors.

- 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 lodging establishments in 2016 as a result of proposed activities. Please include the basis for any estimates.

We anticipate about 20 room nights for each exhibit. There are three exhibition rotations per year approximately 60 room nights annually. Often there are friends and family of the artist who attend the opening or may come to see an exhibit later in the show. We also invite experts and guests for educational programs who stay in Island lodging.

- C. Projected economic impact on Bainbridge Island businesses, facilities, events and amenities (helpful data may be found on the Washington State Department of Commerce website).

We don't have a dollar figure to quantify the economic impact visitors have on Bainbridge Island. What we do know is many visitors take the ferry specifically to visit BIMA and often shop and dine in downtown Winslow. Arts-interested audiences often include people with discretionary income – they often shop in local stores and art galleries as well. Our own museum store has been busy and sales have been consistently strong.

- D. The project's potential to draw visitors to the Island and increase overnight stays during the off-season, i.e. Labor Day through Memorial Day.

BIMA's attendance is strong throughout the year. Since we are open seven days a week and are only closed for Thanksgiving and Christmas, we offer an opportunity for people to visit Winslow on their days off. We also have educational programs and events we hold in the "off-season" that attract visitors from Seattle and the Puget Sound region.

## LODGING/TOURISM FUND APPLICATION

E. The applicants' demonstrated history of organizational and project success.

BIMA has been open for two years and we have a wonderful record of hosting 80,000 visitors per year. Each of our three exhibition cycles feature diverse collections and attract different visitors depending on their interests. There are also people who attend every exhibition. We feel very proud of our successful record of presenting compelling and high quality programs and exhibitions that include our community and our region to attract visitors from near and far.

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.

US Bank has provided a grant to assist BIMA with the upcoming 2016 exhibition as has the Ames Family Foundation.

Other support from corporations and government is pending.

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

Our Art Docents count visitors as they arrive at the Museum. We also have a guest book with comments from visitors about our exhibits. Our opening member party has been attended by 500-600 people each exhibit cycle. The numbers of visitors and attendees to the Museum are objective measures of the success of our exhibits.

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

We have received revenue to support the 2016 Exhibitions as outlined in our Project Budget attached. We have several other proposals pending to support this project. COBI's \$10,000 grant would provide significant support to go towards marketing 2016 shows and attracted tourists to the island.

### Supporting Documentation

2. Provide a project timeline that identifies major milestones.
  - The 2016 Exhibitions rotate three times and year and feature approximate six or seven separate exhibitions for a total of 20 exhibits per year.
  - The rotations are Fall/Winter, Spring and Summer.
  - The Fall/Winter show opens October 10, 2015 and runs through February 2016
  - The Spring show will open in February 2016 and run through June 2016;
  - The Summer show opens in June/July 2016 and runs through September 2016.
3. Include a detailed budget for the proposed project itemizing expenses and income. Include the amount requested from the Lodging Tax Fund and identify other sources of funding anticipated or obtained, including matching funds, as well as any in-kind

## LODGING/TOURISM FUND APPLICATION

contributions necessary to complete the project.

**See attached**

4. If applicable, please describe the project's scalability. How would the project scope and budget be adjusted should the full amount of the LTAC funding request not be awarded? Please provide specifics. **If this information is not provided, the award committee will not consider alternative levels of funding.**

Should we not receive the amount we have requested from LTAC funding, we would have to do fewer smaller shows- however we have committed to our "anchor" exhibitions and we will strive to seek alternative funding.

5. Provide copies of your organization's 2014 income/expense summary and 2015 budget.

**See attached**

6. Provide an estimate of 2015 revenue and expenses.

**See attached**

Revenues and expenses will be close to budgeted as of September 30, 2015.

7. Letters of Partnership – Include letters from any partnering organizations committing to joint sponsorship of the application and specifying their intended activities.

**See attached**

## ATTACHMENT B

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the Recipient, its officers, employees and agents:

A. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

B. Directors and Officers Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

C. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

Before commencing work and services, the Recipient shall provide to the person identified in Section 17 of the Agreement a Certificate of Insurance evidencing the required insurance. City reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Recipient. City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the Recipient, and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that City will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.



BAINBRIDGE ISLAND  
MUSEUM OF ART

February 25, 2016

Doug Schulze, City Manager  
City of Bainbridge Island  
280 Madison Ave. North  
Bainbridge Island, WA 98110

Dear Mr. Schulze,

Enclosed please find the fully executed contract between the City of Bainbridge Island and the Bainbridge Island Museum of Art for the Lodging Tax (Civic Improvement Funds) in support of the 2016 exhibitions.

Thank you so much for the opportunity to apply for LTAC funding. We look forward to having the City as a sponsor of our 2016 Exhibitions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Karen R. Molinari', is written over the typed name and title.

Karen R. Molinari  
Development Director

Enclosure: LTAC Agreement