



COB's Contract eRouter

Number (Assigned by FINANCE)

2004-0023

Tracking Number TLMO-5VFLK2
Type Contract
Dept: Planning & Community Development

Contracting Party: The Jazz Project
Original Cont #:
Name/Project #: Jazz Project 2004 Concert Season
Termination Date: 12/31/2004
City Project Mgr: Sheila Hardy
Certificate of Insurance: N/A
Is Notary required?: No
P.O. Required?: Yes
Maximum Payable \$\$: \$5,000.00
Exhibits Attached: Yes
Special Instructions: Please email completed contract to tmarino. Thanx.

Distribution: Original - Attach to Contract, Copy: Return to Originating Dept.
Modification of Contract - Attach Copy of Original Contract to Physical document

Approval Cycle Settings

- Approval conditions: 100 % approval
Routing method: Serial (one at a time)
Kerry L Messer/legal/cob
Rennie B Hill/mayor/cob
Kristina J Bowker/mayor/cob
Marc L Hagen/finance/cob
Allow Approver comments: Yes
Automatically Delegate to Assistant...: No
Automatically Skip Approvers...: Yes
Days until skipped/delegated

Notification Access

1/28/04 Ric'd Finance
1/28/04 rates/ITSD/Scan

Approval Cycle by Workflo Systems Inc.

2004-0023

**FINANCIAL ASSISTANCE AGREEMENT
FOR USE OF HOTEL/MOTEL TAX REVENUE FUNDS
CITY OF BELLINGHAM - THE JAZZ PROJECT**

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the "City"), with offices at 210 Lottie Street, Bellingham, Washington 98225, and **THE JAZZ PROJECT**, (hereinafter the "Recipient"), 413 Morey Avenue, Bellingham, Washington 98225, in consideration of the mutual covenants herein, do agree as follows:

1. **PURPOSE.** The Agreement sets out the terms of financial assistance provided by the City to the Recipient to assist the latter in providing Jazz Project 2004 Concert Season as identified on Exhibit A "Scope of Work" and Exhibit B "Project Budget Sheet" and Exhibit C "Budget - Cash Flow Requirements", attached hereto and incorporated herein by this reference. As authorized by RCW 67.28, and BMC 4.62.040, funds may be used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities limited to those owned in whole or in part by the City.
2. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1 through December 31, 2004.
3. **LIAISON.** The City's Project Manager for this Agreement is Sheila Hardy. The Recipient's responsible person is Jud Sherwood.
4. **SCOPE OF WORK.** See attached Exhibit A, Exhibit B, and Exhibit C incorporated herein by this reference.
5. **FUNDS PROVIDED AND METHOD OF PAYMENT.**
 - A. The financial assistance provided to the Recipient shall not exceed \$5,000.

B. The City agrees to financially assist the Recipient only for activities detailed in the Exhibits specified above. Payment shall be based on a properly executed Voucher Reimbursement Request, including copies of substantiating documentation. The City will make payment to the Recipient no more than thirty (30) days after said reimbursement request is received and approved by the City. Within 30 days after signature execution of this Agreement, Recipient shall submit a concise plan for the collection of the required survey data (the "Survey Plan") to the City's project manager. The Survey Plan shall outline statistically defensible methods of survey protocol that will provide data about the event attendees. The survey questions outlined in the Survey Plan shall be substantially similar to those illustrated in Exhibit D, which is attached hereto and incorporated herein. Within 30 days after the end of the contract term, recipients of promotional grants shall submit a final project report (the "Final Project Report") detailing:

- i. How the evaluation criteria were met by your activity;
- ii. What elements worked well and which did not;
- iii. Modifications, if any, planned for future activities; and
- iv. Survey results that were collected according to the Survey Plan.

Failure to complete and deliver the Final Project Report and the Survey Plan in a timely manner may render Recipient ineligible for future funding.

C. Any adjustments between approved Project Budget Sheet line items (Exhibit B) in excess of 15% of the line item total must be approved in advance by the Project Manager.

D. The Contractor agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this agreement is executed. The contractor also agrees that these funds will not be used to provide religious instruction or counseling, conduct religious worship or services or exert other religious influence.

6. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to or different from that provided for in the Scope of Work section shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and shall be approved in the same manner as this Agreement.

7. **ACCOUNTING AND AUDIT.** The Recipient agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after termination of this Agreement. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

8. **INDEMNIFICATION AND INSURANCE.** The Agency (Recipient) agrees to defend, hold harmless and indemnify the City and its agents from any and all liability, claims, suits, and attorneys fees and costs arising out of the acts or omissions of the Agency (Recipient), its employees, or agents, which arise out of or are in any way connected with the services to be performed by the Agency (Recipient) under this Agreement. Where funds are to be used for other than promotional activities, the Agency (Recipient) will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement.

A. None Required

9. **COMPLIANCE WITH LAWS.** The Recipient shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

In addition, the Agency agrees to adhere to other policies and guidelines established by the City of Bellingham, Planning and Community Development.

10. TERMINATION; REDUCTION IN FUNDING.

- A. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Recipient shall be paid an amount, at the discretion of the Project Manager, which takes into account actual costs incurred by the Recipient in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the Recipient receive an amount based on anticipated profit on unperformed services or other work.

- B. On the giving of notice of termination by either party, Recipient shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination.

- C. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination

provisions of this Agreement. If the level of funding withdrawn, reduced, or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt or written notice thereof.


D. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

11. **ASSIGNMENT.** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

12. **VENUE STIPULATION.** This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

13. **STATUS OF RECIPIENT.** Neither Recipient nor personnel employed by the Recipient shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Recipient shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.

DATED this 15th day of January, 2004, for the RECIPIENT.



Jud Sherwood, Director

DATED this 23rd day of January, 2004, for the CITY OF BELLINGHAM.

Mayor

Departmental Approval:

Department Head *Serge Vega*

Attest:

Finance Director

Approved as to Form:

Office of the City Attorney

EXHIBIT A

2. SCOPE OF WORK/ECONOMIC IMPACT

Fully describe the project. Expand your summary from the previous page to detail the expected economic impact explaining:

- What it is you wish to do?
- Anticipated attendance numbers and tourist visits generated;
- Estimated number of overnight stays generated and venues;
- When the project will begin and end (dates);
- What measure will be applied to determine the project's success?
- Describe any data collection your organization will undertake that will demonstrate accomplishment of your goals.

Be as concise as possible but respond to each portion of the instructions. If you are requesting funds for a portion of a larger project, please so state but focus your information on the element for which you are requesting funding. Limit your response to 350 words.

In the current year, *The Jazz Project* has presented the following programs:

<u>Title</u>	<u>Venue</u>	<u># Shows</u>	<u>Total Attendance</u>	<u>Ticket Price</u>
The Feature Series	Heiner Theatre	4	400	\$10-16
Art of Jazz Series	Lucia Douglas Gallery	11	775	\$0-7
Collaborative Projects/Benefits	MBT/BFM/WMHA/PAA	10	1600	\$0-20
Semiahmoo Seaside Concerts	Resort Semiahmoo	5	125 (avg. attend 25)	Free
Poppe's Club Series	Lakeway Inn	27	5400 (avg. attend 200)	Free
Bellingham Youth Jazz	Community Concerts	24	1400 (avg. attend 50-100)	Free
Adjunct Concerts	Hampton Fairgrounds/LDG	4	300	

The 2004 season begins January 23rd and ends on November 27th. If 2003 was any indication for what 2004 holds, then Jazz Project performers alone will generate 60 overnight stays, 40 of them in The Chrysalis Inn and Spa and The Best Western Lakeway Inn. According to the Lakeway Inn 50% of their weekend guests attend The Jazz Project's Best Series at Poppe's Bistro, approximately 150 per weekend or 2025 overnight and extended stay guests. A show of hands at The Jazz Project's smaller concert venues such as The Feature Series and The Art of Jazz Series confirms that 20% are daytrippers from out of town, with 10% out of county. The out of county visitors are either driving here from surrounding counties or from Canada, or are here visiting Jazz Project members who take them to multiple Jazz Project events while they are here. These guests typically stay at The Chrysalis Inn and The Lakeway. Some stay with Jazz Project members. This year The Jazz Project hosted extended stay visitors and performers from Spain, Alaska, Vancouver, Seattle, Chicago, Los Angeles, and various other locations around the US.

If tourism funds were allocated to promote all the venues and events of the Jazz Project, there would be direct engagement between the City, its Tourism Commission, and The Jazz Project promoting Bellingham all year long as a place where world-class performance happens at little or no additional cost to the local community, and educating tourists that Bellingham offers these amenities for less cost than they would cost elsewhere. Certainly the Jazz Project's hotel sponsors and other hotels would benefit and appreciate such a show of support as it would increase demand for food, drinks, and overnight accommodation, as well as customer satisfaction in top-flight entertainment.

The diversity of *The Project's* cultural engagement has extraordinary tourist potential. Travelers on the I-5 corridor have to know that quality dining and hotel services will also be enhanced by jazz any time they come to Bellingham. The Project's advertising campaign supported by the City's Tourism Activities Fund is crucial to the enlargement of that aim. *The Project* season posters and brochures must be mailed and posted in Vancouver, and throughout the municipalities of Whatcom, Skagit, Snohomish counties, and all the way to Seattle. Indeed, approximately one-third of *The Project's* 700-piece mailing list targets non-city residents; one-fifth are out of county. But it stands to reason that the further visitors travel, the longer they will stay, and this is the reason for far-reaching and comprehensive promotion that presently The Jazz Project cannot afford. The benefits of advertising the Jazz Project's 80-part series to the greater metropolitan areas from Vancouver to Seattle can only be accomplished by increased funding.

EXHIBIT B

PROJECT BUDGET

Please detail the budget for your project in the table below or attach your project budget. Salaries and related personnel expenses, as well as travel and administrative costs are ineligible for reimbursement. The City reserves the right to reduce or partially fund requests based on review of applications and/or funds availability.

BUDGET SHEET

PROJECT NAME: THE JAZZ PROJECT 2004 CONCERT SEASON

<u>ITEM</u>	<u>CITY FUNDS</u>	<u>CASH MATCH</u>	<u>IN KIND MATCH</u>	<u>TOTAL</u>
1. Season/Feature Posters	\$750	\$750	\$1000	\$2500
2. Season Brochure	\$750	\$750	\$1000	\$2500
3. Monthly Advertising (12 months at \$187.50/mo)	\$2250	\$1500	\$3000	\$6750
4. 15 Concert Posters	\$250	\$250	\$0	\$ 500
5. Distribution/mailing	\$1000	\$750	\$1000	\$2750
TOTALS:	\$5,000	\$4000	\$6,000	\$15,000

The Jazz Project has increased its cash match for promotional activities every year, yet City funding has only risen by \$500 over the past three years. The Jazz Project increased the number of volunteers who provide services in kind. The Jazz Project relies on in kind monthly media coverage since print and radio advertising is so expensive. \$4000 will cover the cost of posters, brochures, and mailings, yet doesn't come close to paying for advertising 80 annual events. Fred Poppe at the Best Western Lakeway Inn provides hotel accommodations for visiting artists and helps fund the Club Series. Chrysalis Inn also provides hotel accommodations at a discounted Jazz Project rate. Local Web Designers built the Jazz Project website; Northwest Computer Supplies provides a cost account for the Jazz Project as well as a ticket outlet. Village Books also provides a ticket outlet free of charge. Similarly, several graphic designers and artists have donated time and work for series posters and individual show posters, providing the match required by this grant.

EXHIBIT C

BUDGET—CASH FLOW REQUIREMENTS

Please indicate, month by month, when you anticipate applying for fund reimbursement; show only City funding on this worksheet. Be advised that fund levels fluctuate depending on tax moneys generated. It may be necessary to adjust reimbursement schedules to ensure that the fund has adequate resources on hand.

MONTH	FUNDS NEEDED	
JANUARY	\$2,000	poster, brochure, advertising
FEBRUARY	\$1,000	promotional
MARCH	\$ 250	(March concert advertising)
APRIL	\$ 250	(April concert advertising)
MAY	\$ 250	(May concert advertising)
JUNE	\$ 125	(June concert advertising)
JULY	\$ 125	(July concert advertising)
AUGUST	\$ 500	(August concert advertising)
SEPTEMBER	\$ 250	Second Half Season (September concert advertising)
OCTOBER	\$ 250	(October concert advertising)
NOVEMBER	\$ 0	(November concert advertising)

EXHIBIT D

Sample Survey Questions for Attractions, Festivals and Events

1. Do you live in Whatcom County? If yes, please circle city or area of residence:

Bellingham	Blaine	Sumas
Birch Bay	Ferndale	Everson
Lynden	Mt. Baker corridor	Nooksack
Lummi Island	Other:	

2. If you reside outside Whatcom County, what city and state is home?

**A. How many nights away from home will you spend in Bellingham?
Check one:**

- None
- One
- Two
- Three or more

B. Where did you or will you stay overnight? Check one:

- Hotel or motel
- Campground
- Friend/relative
- Not staying overnight

C. What is your primary purpose for visiting? Check one

- Friends and family
- Attend this (festival, performance, event)
- Sightsee
- Relax
- Outdoor recreation
- Cultural attraction (i.e. museum)
- Shopping
- Other:

D. Please check those activities you will do in the Bellingham region during this trip (Check all that apply):

- downhill ski/snowboard
- music play or other cultural event
- walk/hike
- shop or dine in Bellingham
- view scenery
- visit museum/historic site
- wildlife viewing
- fair, festival or rodeo
- camp
- just relax
- camp
- water based recreation (canoe, boating, etc)
- swimming
- bike riding