

**THE CITY OF SPOKANE VALLEY**  
**GRANT AGREEMENT – LODGING TAX**

Grant Recipient: \_\_\_\_\_

Project: \_\_\_\_\_

Award Amount: \_\_\_\_\_ Contract #: 25-XXX

Term Period: January 1, 2025 To December 31, 2025

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THIS AGREEMENT is made by and between the City of Spokane Valley, a non-charter code City of the State of Washington, hereinafter referred to as "City," and **XXXXX**, hereinafter referred to as "Entity," jointly referred to as "Parties."

**DEFINITIONS**

1. **Tourism Promotion.** "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.

2. **Fund(s).** "Fund(s)" is defined as any amount of compensation derived from the lodging tax monies of the City of Spokane Valley which is allocated to Entity for tourism promotion.

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is for City and Entity to promote tourism in the City of Spokane Valley. City agrees to make lodging tax funds available to Entity for the purpose of tourism promotion in an effort to attract visitors and create business and revenue in the City of Spokane Valley.

2. **Administration.** The Accounting and Finance Program Manager shall administer and be the primary contact for Entity regarding terms of this Agreement. For good cause, as solely determined by City, City may direct that Entity is no longer entitled to the use of said funds for tourism promotion and terminate this Agreement.

3. **Representations.** Entity shall use the funds received from City for tourism promotion and advertising solely for the purposes and in accordance with the proposal submitted by Entity to the City, attached as Exhibit 1 and incorporated herein by reference. Entity shall perform the services and work set forth in the proposal and promptly cure any failure in performance. City shall not be obligated to and shall not provide any funds for uses other than those set forth in the proposal.

City has relied upon the representations made by Entity in the proposal. By execution of this Agreement, Entity represents that the funds will be used for tourism promotion as defined by this Agreement in accordance with all current laws, rules, and regulations and solely for the purposes set forth in the proposal attached as Exhibit 1. No substitutions of purpose or use of the funds shall be made without

the written consent of City. City shall make decisions and carry out its other responsibilities in a timely manner.

**4. Reporting.** RCW 67.28.1816 includes reporting requirements for the Entity and the City on the use of funds distributed pursuant to this Agreement and the estimated and actual number of increased visitors. These reports are required to be provided from the Entity to City and from the City to the Joint Legislative Audit and Review Committee (JLARC). The following provisions allow the Entity and City to meet their respective requirements under RCW 67.28.1816.

A. Estimated Increase in Visitors. As part of the Entity's proposal in Exhibit 1, the Entity provided an estimate of the number of visitors resulting from the use of funds under this Agreement. This estimate shall be provided to JLARC as part of annual reporting.

B. Final Report on Increase in Visitors. Upon completion of the tourism promotion as specified in Exhibit 1 of this Agreement, the Entity shall complete a report substantially in the form of Exhibit 3 and provide to the City a final report of the number of visitors resulting from the use of funds under this Agreement and expenditures and uses of funds under this Agreement. The number of visitors shall be based on an actual count, or if it is not practical to make an actual count, a good faith best-estimate of the number of visitors resulting from the use of funds under this Agreement. The final report shall describe the methods used to determine the actual number of visitors, or in the event such numbers were determined from an estimate, the methods used to determine such estimates. The final report shall accompany the Entity's final reimbursement request submission. If the report is not filed with the final request, the City may elect to withhold payment until the Entity submits the report.

C. City Reporting. The City shall provide the Entity's estimates in Exhibit 1 and final report in Exhibit 3 to JLARC prior to the reporting deadline set by JLARC for the 2025 awards.

**5. Modifications.** City may modify this Agreement and order changes in the work whenever necessary or advisable. Entity will accept modifications consistent with state and local law when directed in writing by the City Manager or his designee, the Accounting and Finance Program Manager.

**6. Term of Contract.** This Agreement shall be in full force and effect upon full execution and shall remain in effect until terminated when (a) Entity expends all of the funds granted by City and (b) Entity provides the annual report required pursuant to Section 4 of this Agreement. Tourism promotion activities and work set forth in the proposal and presentation shall be completed from January 1, 2025 to December 31, 2025.

Either Party may terminate this Agreement by 30-days written notice to the other Party or with no notice upon a determination by the City that the funds will not be or have not been used for the purpose as stated in this Agreement. In the event of such termination, City shall cease and desist from distributing any further funds to Entity for work performed or otherwise.

**7. Compensation.** City agrees to reimburse Entity for out-of-pocket costs incurred in an amount not to exceed \$   USD. The Parties agree that such amount is contingent upon the City receiving sufficient lodging tax revenues from the tax imposed pursuant to SVMC 3.20.010(A). In the event that lodging taxes are not sufficient, the compensation amount shall be modified based on amounts actually collected by the City and available for disbursement at the time of the request.

**8. Payment.** City shall reimburse Entity periodically upon presentation of an invoice to City. Entity shall be responsible for providing written evidence demonstrating that the City funds were used for tourism promotion for the purposes set forth in the proposal. Accordingly, the City shall not reimburse any expenses until Entity provides the City's required summary/cover sheet, a detailed description of the

services, goods, or other costs incurred and expended, as well as copies of the invoices and receipts and proof of payment for which Entity is requesting reimbursement. For any payroll related reimbursement requests, a description of the work performed for the hours being requested must be submitted, along with any timesheets or similar payroll documents. In the event no invoice was provided to Entity, Entity shall provide an affidavit under penalty of perjury as to the detailed description of the use of the funds expended. Qualified expenditures shall be incurred in calendar year 2025 and paid by Entity no later than January 15, 2026. City shall not reimburse any expenditures incurred prior to or after calendar year 2025 or paid after January 15, 2026. The proof of expenses and payment shall be forwarded to the Accounting and Finance Program Manager at the below stated address no later than January 21, 2026.

If the amount awarded is less than the requested amount in the application, Entity shall be reimbursed for line items or projects in the application up to the amount awarded. Also, Entity shall not be reimbursed for specific line items or projects in an amount greater than the budget submitted for that line item or project in the application. An updated project budget shall be provided by Entity and approved by City in Exhibit 2.

City reserves the right to withhold payment of funds under this Agreement which is determined in the reasonable judgment of the City Manager or his designee to be noncompliant with the scope of work, City standards, and City ordinances, or federal or state law. All payments shall be subject to the availability of funds at the time the request is made.

**9. Notice.** Notice shall be given in writing as follows:

TO CITY:

Name: Sarah Farr, MBA  
Accounting and Finance Program Manager  
Phone Number: 509-720-5041  
Address: 10210 E. Sprague Avenue  
Spokane Valley, WA 99206

TO ENTITY:

Name: \_\_\_\_\_  
Phone Number:  
Address:

**10. Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations. In any legal action arising out of this Agreement, Washington law shall be applied to interpret, construe, and/or enforce the Agreement.

**11. Assurance of Compliance with Applicable Federal Law.** During the performance of this Agreement, the Entity, for itself, its assignees, and successors in interest agrees as follows:

**A. Compliance with Regulations.** Entity shall comply with the federal laws set forth in subsection G, below ("Pertinent Non-Discrimination Authorities") relative to non-discrimination in federally-assisted programs as adopted or amended from time-to-time, which are herein incorporated by reference and made a part of this Agreement.

**B. Non-discrimination.** Entity, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Entity shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding, or negotiation made by Entity for work to be performed

under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Entity of Entity's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

D. Information and Reports. Entity shall provide all information and reports required by the Acts, the regulations, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the WSDOT to be pertinent to ascertain compliance with such Acts, regulations, and instructions. Where any information required of Entity is in the exclusive possession of another who fails or refuses to furnish the information, Entity shall so certify to the City or the WSDOT, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of an Entity's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the WSDOT may determine to be appropriate, including, but not limited to:

1. Withholding payments to Entity under the Agreement until Entity complies; and/or
2. Cancelling, terminating, or suspending the Agreement, in whole or in part.

F. Incorporation of Provisions. Entity shall include the provisions of Section 21 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, regulations and directives issued pursuant thereto. Entity shall take action with respect to any subcontract or procurement as the City or the WSDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if Entity becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Entity may request that the City enter into any litigation to protect the interests of the City. In addition, Entity may request the United States to enter into the litigation to protect the interests of the United States.

G. Pertinent Non-Discrimination Authorities: During the performance of this Agreement, the Entity agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; and 49 Part 26;

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).

**12. Relationship of the Parties.** It is understood, agreed, and declared that Entity, its employees, agents, and assigns shall be an independent contractor and not the agent or employee of City; that City is interested in only the results to be achieved; and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Entity. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Entity. Entity shall be solely responsible for the conduct and actions of all employees of Entity under this Agreement and any liability that may attach thereto.

**13. Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Entity's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

**14. Community Relations:** Entity shall recognize "The City of Spokane Valley" and the City as a "funder" or in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the tourism promotion project. Entity shall recognize "The City of Spokane

Valley" on any signage as "funder" of the promotional activity or project. Entity is required to obtain approval from the City Manager or designee to use the City logo on any signage and communications. If approved, the appropriate City logo will be provided by the City.

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

**A. Minimum Scope of Insurance.** Entity shall obtain insurance of the types described below:

1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. If use of vehicles pursuant to the Agreement is only incidental, and Entity will not transport any persons not directly related or affiliated with Entity, then Entity is only required to have automobile liability insurance to meet at least minimum Washington state requirements.
2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors, and personal injury and advertising injury. City shall be named as an additional insured under Entity's commercial general liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

\_\_\_\_\_ Does not apply; Entity is not required to carry Workers' compensation coverage

**B. Minimum Amounts of Insurance.** Entity shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident. If Entity will not use its vehicles in the performance of this Agreement, automobile liability insurance is only required to meet Washington statutory minimum requirements.

\_\_\_\_\_ Does not apply; Entity does not own or operate automobiles

2. Commercial general liability insurance shall be written with limits no less than \$2,000,000 for each occurrence, and \$2,000,000 for general aggregate.

**C. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:

1. Entity's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Entity's insurance and shall not contribute with it.
2. Entity shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Entity.

3. If Entity maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Entity, irrespective of whether such limits maintained by Entity are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Entity.

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

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

E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Entity shall furnish acceptable insurance certificates to the City at the time Entity returns the signed Agreement, which shall be Exhibit 4. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. Entity shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**16. Indemnification and Hold Harmless.** Entity shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Entity, Entity's agents, subcontractors, subconsultants, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

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

**17. Waiver.** No officer, employee, agent or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

**18. Assignment and Delegation.** Neither Party may assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.

**19. Subcontracts.** Except as otherwise provided herein, Entity shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.

**20. Confidentiality.** Entity may, from time to time, receive information which is deemed by the City to be confidential. Entity shall not disclose such information without the prior express written consent of the City or upon order of a Court of competent jurisdiction.

**21. Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. Disputes between the City and Entity shall be resolved in the Superior Court of the State of Washington in Spokane County. Notwithstanding the foregoing, Entity agrees that it may, at the City's request, be joined as a party in any arbitration proceeding between the City and any third party that includes a claim or claims that arise out of, or that are related to Entity's services under this Agreement. Entity further agrees that the Arbitrator(s) decision therein shall be final and binding on Entity and that judgment may be entered upon it in any court having jurisdiction thereof.

**22. Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).

**23. Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified or altered except in writing signed by the Parties hereto.

**24. Anti-kickback.** No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.

**25. Severability.** If any section, sentence, clause or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this Agreement.

**26. Exhibits.** Exhibits attached and incorporated into this Agreement are:

**Exhibit 1:** Entity's Proposal – on file with the City Clerk

**Exhibit 2:** Updated Project Budget

**Exhibit 3:** Final Report on Number of Visitors – to be provided at close of grant project with final reimbursement request

**Exhibit 4:** Insurance Certificate(s)

The Parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF SPOKANE VALLEY**

**Entity:**

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John Hohman, City Manager

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By Its: Authorized Representatives

Exhibit 1

ON FILE WITH CITY CLERK

## Exhibit 2

## Updated Project Budget

Please provide an attachment with an updated project budget pursuant to your proposal based on the funds allocated in your award. The budget should include a detailed breakdown of the expected expenses for the project in line with the scope of work and original proposed use of the funds.

EXAMPLE BUDGET DOCUMENT ONLY			
Event/Festival/Marketing Project Expenses	Budget Category	Total Project Cost	Project Budget - Grant Award
<b>Operating Costs</b>	<b>A</b>		
Personnel (Salaries & Benefits)		1000	600
Office Space/Rent		5000	100
Utilities		400	250
Supplies		200	100
Phone/Internet			
Other(please specify below)			
Indirect			
<i>Subtotal: Operating Costs</i>		<b>6600</b>	<b>1050</b>
<b>Marketing/Advertising</b>	<b>B</b>		
Digital Strategy		1000	100
Social Media		200	50
Website Development		400	20
Other(please specify below)			
TV Advertising		4000	1000
<i>Subtotal: Marketing</i>		<b>1600</b>	<b>1600</b>
<b>TOTAL</b>		<b>8200</b>	<b>2650</b>

## Exhibit 3 Final Report

**City of Spokane Valley Lodging Tax Grant  
2025 - Impact on Tourism****Grant Recipient:** 

**Overall Attendance, Actual:** Enter the total number of people who attended the activity. When requesting funds, organizations should provide an estimate of the actual attendance and a method for determining the actual attendance.

Total Overall Attendance Select the method used to determine the attendance from the chart provided below. \*\* 

*Please Explain: Provide a short explanation about the specific type of method used to determine the attendance count (such as surveys, vehicle counts, hotel room reservations, etc.)*

**Attendance, 50+ Miles, Actual:** Enter the number of people who traveled a distance of over 50 miles to attend the activity. **Attendance, Out of State/Out of Country, Actual:** Enter the number of people who traveled from out of the state or country to attend the activity and a method for determining the actual attendance.

Total traveling 50+ miles Of total, attendees who traveled from another state or country Select the method used to determine the attendance from the chart provided below. \*\* 

*Please Explain: Provide a short explanation about the specific type of method used.*

**Attendance, Paid for Overnight Lodging, Actual:** Enter the number of people who paid for overnight lodging while attending the activity.

**Attendance, Did Not Pay for Overnight Lodging, Actual:** Enter the number of people who attended the activity without paying for overnight lodging.

Paid Accommodations

Unpaid Accommodations

Select the method used to determine the attendance from the chart below. \*\*

*Please Explain:* Provide a short explanation about the specific type of method used.

**Paid Lodging Nights, Actual:** Enter the number of actual lodging nights associated with this activity. A lodging night is one or more persons occupying a room for a single night. Upon project completion, organizations should provide an actual figure and a method for determining it.

Paid Lodging Nights\*

Select the method used to determine the attendance from the chart provided below. \*\*

*Please Explain:* Provide a short explanation about the specific type of method used.

**\*Joint Legislative Audit and Review Committee defines the Paid Lodging Night as “One Lodging night = one or more persons occupying one room for one night”**

**\*\*Methods in determining actual or estimated number of visitors and/or paid room nights:**

**Direct Count:** Actual count of visitors using methods such as paid admissions or registrations, clicker counts at entry points, vehicle counts or number of chairs filled. A direct count may also include information collected directly from businesses, such as hotels, restaurants or tour guides, likely to be affected by an event.

**Indirect Count:** Estimate based on information related to the number of visitors such as raffle tickets sold, redeemed discount certificates, brochures handed out, police requirements for crowd control or visual estimates.

**Representative Survey:** Information collected directly from individual visitors/ participants. A representative survey is a highly structured data collection tool, based on a defined random sample of participants, and the results can be reliably projected to the entire population attending an event and includes margin of error and confidence level.

**Informal Survey:** Information collected directly from individual visitors or participants in a non-random manner that is not representative of all visitors or participants. Informal survey results cannot be projected to the entire visitor population and provide a limited indicator of attendance because not all participants had an equal chance of being included in the survey.

**Structured Estimate:** Estimate produced by computing known information related to the event or location. For example, one jurisdiction estimated attendance by dividing the square footage of the event area by the international building code allowance for persons (3 square feet).

**Other:** (please describe)