

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
FROM: Adiel McKnight, Executive Assistant
DATE: January 3, 2022
SUBJECT: AGREEMENT re: 2022 Hotel Motel (Lodging Tax) Grant Funding; In the Amount of \$14,500; Emerald Towns Alliance

STATEMENT OF ISSUE:

This agreement provides grant funding for 2022 to certain non-profit agencies for the promotion of tourism and ongoing preservation of Jefferson County's heritage. The Lodging Tax Advisory Committee met on November 2, 2021 and reviewed request for proposals. This funding has been budgeted from the Hotel Motel (Lodging Tax) Fund, and approved by the Board of County Commissioners on November 15, 2021.

FISCAL IMPACT:

Emerald Towns Alliance	\$14,500
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RECOMMENDATION:

Approve and sign the agreement.

REVIEWED BY:


Mark McCauley, Interim County Administrator

12/21/21
Date:

AGREEMENT FOR 2022 HOTEL-MOTEL FUNDING FOR TOURISM SERVICES EMERALD TOWNS ALLIANCE

This Agreement is by and between Jefferson County (hereinafter known as "County" and the Emerald Towns Alliance (hereinafter known as "ETA").

WHEREAS, ETA is a non-profit corporation of the State of Washington; and

WHEREAS, the County desires to promote tourism in unincorporated Jefferson County, as authorized by Chapter 67.28 RCW and Jefferson County Code Chapter 3.25; and

WHEREAS, the Jefferson County Lodging Tax Advisory Committee reviewed and recommended funding the lodging tax proposal by the Emerald Towns Alliance for the 2016 Brinnon ShrimpFest to promote tourism in the unincorporated area of Jefferson County;

IN CONSIDERATION of the mutual covenants and agreements herein it is agreed by the parties as follows:

SECTION 1: SERVICES TO BE PERFORMED

The ETA shall use its capabilities and utilize up to \$14,500 of funding provided under this agreement to continue and update the ongoing performance of the tourism promotion services consistent with the Itemized List of Promotion Services and Lodging Tax Budget, a copy of which is incorporated herein and attached hereto as Exhibit A.

SECTION 2: RESPONSIBILITIES OF THE EMERALD TOWNS ALLIANCE:

1. On or before January 31; April 30; July 31; October 31, 2022; and January 31, 2023, provide to the COUNTY: see Exhibit C, attached hereto and incorporated;
 - A quarterly report of the use, services, programs and activities of ETA under this Agreement for the prior quarter;
 - A quarterly financial statement detailing revenues, expenses and cash balances for the prior quarter; and for the final quarter report, the financial statement shall also include a detailed financial statement for all 2022.
2. On or before January 31, 2022 OR upon execution of this agreement, whichever is later, provide to the COUNTY:
 - A billing invoice requesting payment of Hotel-Motel Funding for the current year.
3. Funding provided by this Agreement may only reimburse the net expenditure increases for services as authorized by Section 1 together with Exhibit A of this Agreement. Any monies used to reimburse other expenditures, services or purposes shall be refunded to Jefferson County. Any monies under-expended of the total funding allocated under this Agreement shall be refunded to Jefferson County by January 31, 2023.

4. For a minimum of six (6) years, ETA shall maintain documented proof of payments made, contracts executed, and other expenditures authorized under this Agreement. Upon reasonable notice, ETA shall provide access to County or State representatives to audit those records.
5. By **February 28th** of each year ETA shall provide the County the following information on Exhibit B, attached hereto and incorporated by reference for the previous year.
 - a. Each festival, event, or tourism facility owned and/or operated by ETA.
 - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by ETA on each festival, event or tourism facility.
 - c. Estimated number of tourists served at each festival, event or tourism facility. ("Tourist" includes persons traveling more than 50 miles to the location of the event, festival or facility and overnight stays in the area).
 - d. Estimated lodging stays. ("Lodging" refers to commercial lodging such as hotels, motels, resorts, bed and breakfasts, or commercial campgrounds).
 - e. Measurements that demonstrate the impact of increased tourism attributable to the event, festival or facility.

SECTION 3: RESPONSIBILITY OF Jefferson County

1. The County will reimburse ETA with funding from Hotel-Motel Tax receipts for actual documented combined net expenditure increases for services as authorized under this agreement.
2. Said funding is in the sum of \$14,500 for 2022. Payments are to be predicated on submittal of reports defined in Section 2. Payment will be made by the COUNTY upon receipt of an invoice on the next available billing cycle.

SECTION 4: TERM

This Agreement shall be for a term commencing on January 1, 2022 and ending on December 31, 2022, except for the reports referenced in Section 2, due January 31, 2023 and February 28, 2023. Eligible expenditures made on or after March 1, 2022 and prior to the execution date of this Agreement are hereby ratified.

SECTION 5: ASSIGNMENT

Either party to the agreement shall not assign this Agreement, except by signed amendment by both parties.

SECTION 6: MODIFICATION

This Agreement may be modified by mutual written agreement executed by both parties.

SECTION 7: TERMINATION

The Agreement may be terminated, in whole or in part, by the County upon thirty (30) days written notice in the event expected or actual revenue from the Hotel-Motel Tax is reduced or limited in any way, or for non-performance of duties under this Agreement, or for any reason. ETA may

terminate this Agreement upon thirty (30) days written notice to the County. In the event of termination under this clause, the County shall be liable to pay only for services rendered prior to the effective date of termination. If termination covers a period for which payment has already been made, ETA shall refund to the County a pro-rated share of the payment based upon the balance of time remaining in the paid period, unless otherwise negotiated.

SECTION 8: HOLD HARMLESS

ETA shall indemnify and hold the County, and its officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from ETA's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require ETA to indemnify the County against and hold harmless the County from claims, demands or suits based solely upon the conduct of the County, its officers, employees and agents, and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) ETA's agents or employees; and, (b) the County, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of ETA's negligence, or the negligence of ETA's agents or employees. ETA specifically assumes potential liability for actions brought against the County by ETA's employees, or any other persons engaged in the performance of any work or service required of ETA under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. ETA recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.

SECTION 9: INSURANCE

ETA shall obtain and keep in force during the term of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

ETA shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all ETA employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

SECTION 10: INDEPENDENT CONTRACTOR

ETA and the County agree that ETA is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither ETA nor any employee of ETA shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to ETA, or any employee, representative, agent or contractor of ETA. ETA shall be responsible for all applicable withholdings, deductions, state industrial insurance, tax reports, business licenses, registrations, and all other obligations of an independent organization.

SECTION 11: COMPLIANCE WITH LAWS

ETA shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, Washington.

SECTION 12: DISCRIMINATION PROHIBITED

ETA with regard to the project to be completed under this agreement, will not discriminate on the grounds of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification in the selection and retention of employees, materials, supplies, contractors or subcontractors.

SECTION 13: INTEGRATED AGREEMENT

This agreement together with attachments or addenda represents the entire and integrated agreement between the County and ETA and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both the County and ETA.

APPROVED and signed this day of January, 2022.

Attest:

**Jefferson County
BOARD OF COMMISSIONERS**

Carolyn Avery,
Deputy Clerk of the Board

, Chair

Approved as to Form:

EMERALD TOWNS ALLIANCE



Philip C. Hunsucker, December 20, 2021
Chief Civil Deputy Prosecuting Attorney

Authorized Official

Date

EXHIBIT A

ShrimpFest 2022 LTAC Proposal Itemized Request

• 6- Square Readers	\$ 500.00
• 150' of Durable Cable Ramp Covers	\$ 2,000.00
• 2- Electrical Spider Boxes	\$ 1,500.00
• Ads/Marketing	\$ 5,000.00
• Website Design	\$ 3,000.00
• Site Rental	<u>\$ 2,500.00</u>
TOTAL	\$14,500.00

Exhibit B
Jurisdiction Lodging Tax Reporting Form – To Be Submitted to Jefferson
County Administrator's Office
No Later than February 28th of each Year
Lodging Tax Reporting Form

Organizations receiving funding to promote festivals, special events and tourism-related activities through tourism-related facilities owned or sponsored by non-profit organizations or the local jurisdiction are required to complete this form for EACH activity.

1 Organization Name: _____ Reporting Year: _____
 2 Sponsor Type (Check One): ☐ 501(c)(3) ☐ 501(c)(6) ☐ Local Jurisdiction ☐ Other (Explain): _____
 3 Activity Name: _____
 4 Activity Type (Check One): ☐ Event/Festival* ☐ Facility* ☐ Marketing*
 5 Activity Start Date*: _____
 6 Activity End Date*: _____
 7 Total Cost of Activity: \$ _____
 8 Amount Requested: \$ _____
 9 Amount Awarded: \$ _____

10 Overall Attendance*
 a) Projected* _____
 b) Actual* _____
 c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

11 Number of Attendees Who Traveled 50 Miles or More*
 a) Projected* _____
 b) Actual* _____
 c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

12 Number of Attendees Who Traveled from Another State or Country*
 a) Projected* _____
 b) Actual* _____
 c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

13 Number of Attendees Who Stayed Overnight in Unpaid Accommodations*
 a) Projected* _____
 b) Actual* _____
 c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

14 Number of Attendees Who Stayed Overnight in Paid Accommodations*
 a) Projected* _____
 b) Actual* _____
 c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

15 Number of Paid Lodging Nights*
 a) Projected* _____
 b) Actual* _____
 c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☒ Other (explain): _____

*See Lodging Tax Yearly Reporting Definitions Instructions

Name of Individual Who Prepared Report: _____
 Phone #: _____ E-Mail Address: _____

RETURN THIS FORM TO:

Jefferson County Administrator's Office
 1820 Jefferson Street
 P.O. Box 1220
 Port Townsend, WA 98368
 jeffbocc@co.jefferson.wa.us

DEADLINE: February 28th of Each Reporting Year

LTAC Yearly Reporting Definitions/Instructions

Activity Type: Event/Festival: Short-term activity occurring between specific dates (e.g., 4th of July celebration, local marathon)
Facility: Municipally-owned facility that operates some or all of the year (e.g., county historical museum, convention center)
Marketing: Activity that provides information to encourage visitors to an area; is typically a year-round activity but may also operate for less than a full year.

Activity Date: Activity beginning and ending dates.

Actual: Persons estimated to have **actually** participated in event/festival or visiting a facility. For marketing activity, enter the number of persons estimated to have **actually** visited area as result of marketing activity.

Projected: Persons **expected** to participate in event/festival or visiting a facility. For marketing activity, enter the number of persons **expected** to visit area as result of marketing activity.

Methodology: Select the methodology used to estimate the actual number of visitors/participants.

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)

Overall Attendance: Total projected and estimated actual attendance recorded for event, facility or resulting from marketing activity.

Total Attendees Traveling 50 miles or more:

Total: Total projected and estimated actual number of visitors traveling more than 50 miles to attend event or facility. For marketing organizations, report visitors traveling more than 50 miles to visit area.

Of total, attendees who traveled from another state or country: Of the total projected and estimated actual number of visitors traveling more than 50 miles to attend event or facility or visit area, report projected and estimated actual number of visitors who traveled from another state or country.

Attendees who stayed overnight:

Paid Accommodations: Total projected and estimated actual number of visitors staying in paid lodging establishments such as hotels, motels, bed and breakfasts, etc.

Unpaid Accommodations: Total projected and estimated actual number of visitors staying in unpaid accommodations such as family and friends.

Paid Lodging Nights: Total projected and estimated actual number of paid lodging nights. One Lodging night = one or more persons occupying one room for one night.

EXHIBIT C 1st QUARTERDue by April 30th to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

STARTING BALANCE
PREVIOUS QUARTER

+

REVENUE THIS
QUARTER

-

EXPENSES THIS
QUARTER

=

ENDING BALANCE
THIS QUARTER

Please attach supportive documents. Any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. For a minimum of six (6) years, maintain documented proof of payments made, contracts executed, and other expenditures authorized under this Agreement. Upon reasonable notice, provide access to County or State representatives to audit those records.

Please provide your reports of the revenue, marketing, services, programs and activities of the prior quarter.

JANUARY

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

FEBRUARY

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

MARCH

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

EXHIBIT C 2nd QUARTERDue by July 31st to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

STARTING BALANCE PREVIOUS QUARTER	+	REVENUE THIS QUARTER	-	EXPENSES THIS QUARTER	=	ENDING BALANCE THIS QUARTER

Please attach supportive documents. Any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. For a minimum of six (6) years, maintain documented proof of payments made, contracts executed, and other expenditures authorized under this Agreement. Upon reasonable notice, provide access to County or State representatives to audit those records.

Please provide your reports of the revenue, marketing, services, programs and activities of the prior quarter.

APRIL		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

MAY		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

JUNE		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

EXHIBIT C 3rd QUARTERDue by October 31st to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

STARTING BALANCE PREVIOUS QUARTER	+	REVENUE THIS QUARTER	-	EXPENSES THIS QUARTER	=	ENDING BALANCE THIS QUARTER

Please attach supportive documents. Any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. For a minimum of six (6) years, maintain documented proof of payments made, contracts executed, and other expenditures authorized under this Agreement. Upon reasonable notice, provide access to County or State representatives to audit those records.

Please provide your reports of the revenue, marketing, services, programs and activities of the prior quarter.

JULY		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

AUGUST		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

SEPTEMBER		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

EXHIBIT C 4th QUARTERDue by January 31st to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

STARTING BALANCE PREVIOUS QUARTER	+	REVENUE THIS QUARTER	-	EXPENSES THIS QUARTER	=	ENDING BALANCE THIS QUARTER

Please attach supportive documents. Any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. For a minimum of six (6) years, maintain documented proof of payments made, contracts executed, and other expenditures authorized under this Agreement. Upon reasonable notice, provide access to County or State representatives to audit those records.

Please provide your reports of the revenue, marketing, services, programs and activities of the prior quarter.

OCTOBER		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

NOVEMBER		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

DECEMBER		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	