

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
FROM: Adiel McKnight, Executive Assistant
DATE: October 33, 2023
SUBJECT: AGREEMENT re: 2024 Hotel Motel (Lodging Tax) Grant Funding; In the Amount of \$50,000; Forks Chamber of Commerce and Visitor Center

STATEMENT OF ISSUE:

This agreement provides grant funding for 2024 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 September 19, 2023 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 October 2, 2023.

FISCAL IMPACT:

Forks Chamber of Commerce and Visitor Center \$50,000

RECOMMENDATION:

Approve and sign the agreement.

REVIEWED BY:


Mark McCauley, County Administrator Date: 10/18/23

AGREEMENT FOR 2024 HOTEL-MOTEL FUNDING FOR TOURISM SERVICES FORKS CHAMBER OF COMMERCE AND VISITOR CENTER

This Agreement is by and between JEFFERSON COUNTY (hereinafter known as "COUNTY" and the FORKS CHAMBER OF COMMERCE (hereinafter known as "FCC").

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

WHEREAS, the COUNTY desires to promote tourism by providing information to guests, support and staff to information centers in unincorporated West Jefferson County, as well as workshops, conferences and materials to enhance productivity of visitor information centers in the promotion of the tourism industry, 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 Forks Chamber of Commerce;

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

SECTION 1: SERVICES TO BE PERFORMED.

The FCC shall use its capabilities and utilize up to \$50,000 of funding provided under this agreement to continue and update the ongoing performance of the following tourism promotion services, as outlined below and consistent with the proposed FCC Lodging Tax budget, a copy of which are incorporated herein and attached hereto as Exhibit A:

1. Provide for seasonal (May-September) Olympic National Park staffing at the Kalaloch Visitor Center to provide visitor information services there, consistent with a negotiated agreement with Olympic National Park.
2. Provide staffing at the Forks Visitor Information Center.
3. Tourism Marketing with the Washington State Visitor Guide and Co-op Marketing with Olympic Peninsula Tourism Commission, to include social media, print ads, television and bus ads.
4. Mailing of Rain Forest Country Adventure Map to individuals in visitor packets, to AAA and Visitor Information Centers around WA.
5. Be the focal point for support of the West End participation in tourism promotional activities included but not limited to: web page update and web site hosting; distribution of Jefferson County tourism information and materials through the Kalaloch Visitor Center and the Forks Visitor Information Center; and participate in Joint Marketing and other tourism promotion activities.

SECTION 2: RESPONSIBILITIES OF THE FORKS CHAMBER OF COMMERCE

1. On or before January 31; April 30; July 31; October 31, 2024; and January 31, 2025, provide to the COUNTY: see Exhibit C, attached hereto and incorporated;

- A quarterly report of the use, services, programs and activities of the FCC 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 2024.
2. On or before January 31, 2024 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. 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.
 4. Funding provided by this Agreement may only be expended on the services described in Section 1 of this Agreement. Any monies used for other 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, 2024.
 5. By **February 28th** of each year provide 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 FCC.
 - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by the FCC 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 provide the FCC funding from Hotel-Motel Tax receipts to be used in support of their responsibilities as defined under this agreement.
2. Said funding is in the sum of \$50,000 for 2024. Semi-annual payments of \$25,000 will be made in the first and third quarter of 2024. 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 of one year, commencing on January 1, 2024 and ending on December 31, 2024, except for the reports referenced in Section 2, due January 31, 2025 and February 28, 2025.

SECTION 5: ASSIGNMENT.

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

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. The FCC 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, FCC 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.

FCC shall indemnify and hold the COUNTY, and its officers, employees, agents and volunteers (and their marital communities) 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 FCC's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require FCC 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, agents and volunteers (and their marital communities), and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) FCC's agents or employees; and, (b) the COUNTY, its officers, employees agents and volunteers (and their marital communities), 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 FCC's negligence, or the negligence of FCC's agents or employees.

FCC specifically assumes potential liability for actions brought against the COUNTY by FCC's employees, including all other persons engaged in the performance of any work or service required of FCC under this Agreement and, solely for the purpose of this indemnification and defense, FCC specifically waives any immunity under the state industrial insurance law, Title 51 RCW. FCC recognize that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.

SECTION 9: INSURANCE.

FCC shall obtain and keep in force during the term of the Agreement, or as otherwise required, the following insurance:

- A. Commercial General Liability Insurance. FCC shall maintain commercial general liability coverage on a form acceptable to Jefferson County Risk Management for bodily injury, personal injury, and property damage, with a limits of not less than in the amount of at least \$1 million per occurrence, for bodily injury, including death, and property damage.
- B. Worker's Compensation (Industrial Insurance). FCC shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

SECTION 10: INDEPENDENT CONTRACTOR.

The FCC and the COUNTY agree that the FCC 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 the FCC nor any employee of the FCC 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 the FCC, or any employee, representative, agent or contractor of the FCC. The FCC 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.

The FCC 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.

The FCC 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 the FCC 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 the FCC.

APPROVED and signed this day of , 2023.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Carolyn Gallaway, CMC
Clerk of the Board

Greg Brotherton, Chair

Approved as to Form:

FORKS CHAMBER OF COMMERCE

 10/18/2023

Philip C. Hunsucker,
Chief Civil Deputy Prosecutor

Authorized Official

EXHIBIT A
Itemized List of Proposed Tourism Promotion Services

1 Itemized List of Proposed Tourism Promotion Activities

2024 FUNDS REQUESTED by Forks Chamber of Commerce

Staffing – Kalaloch Visitor Center May 11 – Sept. 30, 2024.....\$22380.00

- We anticipate that Kalaloch Ranger Station will be staffed 5 days/week beginning 5/11/2024 and then 7 days/week from 06/15/2024 to 9/30/2024.
- Full-time, 5 days/week staffing from 5/11/2024 to 9/30/2024; 824 hours.
- 2 days/week staffing coverage off/lieu days (when Kalaloch Ranger Station is open 7 days/week per above); 240 hours.

Staffing – Forks Visitor Information Center\$27010.00
1716 hours / average of 33 hours weekly at \$15.74

Tourism Marketing.....\$9000.00
Washington State Visitor Guide, Co-op Marketing w/ OPTC, other,
to include social media, print ads, television, bus ads, other

Mailing of Rain Forest Country Adventure Map.....\$2000.00
To individuals in visitor packets, and to AAA/VIC around WA
and surrounding states

Total\$60390.00

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
jeffboccc@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 QUARTER

Due by April 30th to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

1. LTAC Funds received from the County 1st QTR:

ORGANIZATION	Amount Awarded by JeffCo	Received From JeffCo	Overspent (+) Underspent (-) of LTAC funds	Refund Required	TOTAL 1 st QTR LTAC FUNDS SPENT

2. LTAC funds spent by your organization 1st QTR (include 200 word limit regarding activities and funds spent with an itemized statement and supporting documentation ie: invoices paid, receipts from payment,):

3. LTAC funds balance remaining 1st QTR:

4. Please attach your organization's report for all revenue, marketing, services, programs and activities of the prior quarter.

This report and any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. A minimum of six years, you must maintain documented proof of payments made, contracts executed and other expenditures authorized under your Agreement with Jefferson County. Upon reasonable notice, you must be able to provide access to County or State representatives to audit those records.

EXHIBIT C 2nd QUARTER

Due by July 31st to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

1. LTAC Funds received from the County 2nd QTR:

ORGANIZATION	Total Amount Awarded by JeffCo	Total Received From JeffCo	Overspent (+) Underspent (-) of LTAC funds	Refund Required	TOTAL 1 st QTR LTAC FUNDS SPENT	TOTAL 2 nd QTR LTAC FUNDS SPENT

2. LTAC funds spent by your organization 2nd QTR (include 200 word limit regarding activities and funds spent with an itemized statement and supporting documentation ie: invoices paid, receipts from payment,):

1. LTAC funds balance remaining 2nd QTR:
2. Please attach your organization's report for all revenue, marketing, services, programs and activities of the prior quarter.

This report and any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. A minimum of six years, you must maintain documented proof of payments made, contracts executed and other expenditures authorized under your Agreement with Jefferson County. Upon reasonable notice, you must be able to provide access to County or State representatives to audit those records.

EXHIBIT C 3rd QUARTER

Due by October 31st to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

1. LTAC Funds received from the County 3rd QTR:

ORGANIZATION	Total Amount Awarded by JeffCo	Total Received From JeffCo	Overspent (+) Underspent (-) of LTAC funds	Refund Required	TOTAL 1 st QTR LTAC FUNDS SPENT	TOTAL 2 nd QTR LTAC FUNDS SPENT	TOTAL 3rd QTR LTAC FUNDS SPENT

2. LTAC funds spent by your organization 3rd QTR (include 200 word limit regarding activities and funds spent with an itemized statement and supporting documentation ie: invoices paid, receipts from payment,):

2. LTAC funds balance remaining 3rd QTR:

3. Please attach your organization's report for all revenue, marketing, services, programs and activities of the prior quarter.

This report and any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. A minimum of six years, you must maintain documented proof of payments made, contracts executed and other expenditures authorized under your Agreement with Jefferson County. Upon reasonable notice, you must be able to provide access to County or State representatives to audit those records.

EXHIBIT C 4th QUARTER

Due by January 31st to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

1. LTAC Funds received from the County 4th QTR:

ORGANIZATION	Total Amount Awarded by JeffCo	Total Received From JeffCo	Overspent (+) Underspent (-) of LTAC funds	Refund Required	TOTAL 1 st QTR LTAC FUNDS SPENT	TOTAL 2 nd QTR LTAC FUNDS SPENT	TOTAL 3 rd QTR LTAC FUNDS SPENT	TOTAL 4 th QTR LTAC FUNDS SPENT

2. LTAC funds spent by your organization 4th QTR (include 200 word limit regarding activities and funds spent with an itemized statement and supporting documentation ie: invoices paid, receipts from payment,):
3. LTAC funds balance remaining 4th QTR:
4. Please attach your organization's report for all revenue, marketing, services, programs and activities of the prior quarter.

This report and any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. A minimum of six years, you must maintain documented proof of payments made, contracts executed and other expenditures authorized under your Agreement with Jefferson County. Upon reasonable notice, you must be able to provide access to County or State representatives to audit those records.