## **JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**

#### **AGENDA REQUEST**

TO:

**Board of County Commissioners** 

FROM:

Adiel McKnight, Executive Assistant

DATE:

Detale (23 , 2023

SUBJECT: AGREEMENT re: 2024 Hotel Motel (Lodging Tax) Grant Funding; In the

Amount of \$51,000; Quilcene Historical Society

#### 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:**

Quilcene Historical Society

\$51,000

#### **RECOMMENDATION:**

Approve and sign the agreement.

#### **REVIEWED BY:**

Mark McCauley, County Administrator

10/18/23 Date:

# AGREEMENT FOR 2024 HOTEL-MOTEL FUNDING FOR TOURISM SERVICES OUILCENE HISTORICAL MUSEUM

This Agreement is by and between JEFFERSON COUNTY (hereinafter known as "COUNTY" and the QUILCENE HISTORICAL MUSEUM (hereinafter known as "MUSEUM").

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

WHEREAS, the COUNTY desires to promote tourism by documenting, preserving and displaying County heritage for the benefit of its residents and to encourage tourist interest in 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 Quilcene Historical Museum to promote, operate and maintain the museum as a cultural resource and tourism destination, and to provide information to tourists and residents about the local area;

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

#### **SECTION 1: SERVICES TO BE PERFORMED**

The MUSEUM shall use its capabilities and utilize up to \$51,000 of funding provided under this agreement to continue and update the ongoing performance of the following tourism promotion services consistent with the Itemized List of Proposed Tourism Promotion Services and Lodging Tax Budget a copy of which is incorporated herein and attached hereto as Exhibit A:

#### SECTION 2: RESPONSIBILITIES OF THE QUILCENE HISTORICAL MUSEUM

- 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 MUSEUM 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) and July 31, 2024, provide to the COUNTY:
  - A billing statement requesting payment of Hotel-Motel Funding for the current half 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.

Page: 1 of 13 Quilcene Historical Museum

- 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, 2025.
- 5. By <u>February 28<sup>th</sup></u> 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 the MUSEUM.
  - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by the MUSEUM 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 MUSEUM 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 \$51,000 for 2024. Semi-annual payments of \$25,500 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 <u>January 1, 2024</u> and ending on <u>December 31, 2024</u>, except for the reports referenced in Section 2, due January 31, 2025 and February 28, 2025. All activities performed pursuant to this Agreement within its term and prior to its execution are hereby ratified.

#### **SECTION 5: ASSIGNMENT**

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

#### **SECTION 6: MODIFICATION**

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

Quilcene Historical Museum

#### **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 MUSEUM 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, the MUSEUM 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**

The MUSEUM 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 the MUSEUM's negligence or breach of an of its obligations under this Agreement; provided that nothing herein shall require the MUSEUM 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) the MUSEUM'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 the MUSEUM's negligence, or the negligence of the MUSEUM's agents or employees.

The MUSEUM specifically assumes potential liability for actions brought against the COUNTY by the MUSEUM's employees, including all other persons engaged in the performance of any work or service required of the MUSEUM under this Agreement and, solely for the purpose of this indemnification and defense, the MUSEUM specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The MUSEUM 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**

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

A. Commercial General Liability Insurance. The MUSEUM 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). The MUSEUM 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 MUSEUM and the COUNTY agree that the MUSEUM 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 MUSEUM nor any employee of the MUSEUM 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 MUSEUM, or any employee, representative, agent or contractor of the MUSEUM. The MUSEUM 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 MUSEUM 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 MUSEUM 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**

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This agreement together with attachments or addenda represents the entire and integrated agreement between the County and the MUSEUM 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 MUSEUM.

#### SIGNATURES ON THE FOLLOWING PAGE

Quilcene Historical Museum

**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:

QUILCENE HISTORICAL SOCIETY

10/18/2023

Philip C. Hunsucker, Chief Civil Deputy Prosecutor

Authorized Official

### **EXHIBIT A**

## Itemized List of Proposed Tourism Promotion Services and Lodging Tax Budget

#### 1. Itemized List of Proposed Tourism Promotion Services

Organization (or Event) Name: Quilcene Historical Museum - Worthington Park 10/14/2022

	Expense												
	Code		2019		2020		2021		2022		2023		2024
1. Visitor Event Support & Information	66112	5	11,040	5	12,213	Š	6,845	5 1	7,330	5	19,450	5	10,950
Signage, exibits, newsletters, invitations,broch	iures, convenio	mces.	event	mati	erials, :	supp	lies						
2. Co-operative Partnerships & Collaborations	66116	Ś	2,500	5	2,500	ry.	1,170	5	1,470	\$	1,000	5	1,000
FAM tours, Culinary Loop, Quilbillies, CMIQ, C Peninsula Visitors Bureau), State, Regional, & Boy Scouts, Quilcene / Brinnon Garden Club, e Children programs & events, Local Farms & Se Victoriana tours & education, Area Hotels, Jef	National membeducational & safood produce	pershi schola es, Fa	ps, Cha irship pr irmer M	imbe rogra tarki	ers of C ams, Q ets, Car	omr uilce r & F	merce, me Boo IV grou	Lions oster	Club,				
3. Museum web-sites & Social Media, ISP, Phone	66118	5	5,000	\$	5,000	5	6,364	5	8,880	5	7,400	\$	10,170
domains, upgrades & maintenance, enhancen teleconferencing	nent with links	to let	ffCa lod	lging	, dining	g ani	d event	s, vid	lea				
4. Special Events, Promotions, Marketing	66120	5	7,850	5	11,433	5	6,650	\$ 19	9,050	\$	35,000	5	20,500
Marketing Media / Ads & Promotion, Rental F Heritage Assn - Victorian Festival (April), QHS (June), Worthington Mansion open house tou Aug), Key City Public Theater (Aug), Wine & Sp Gutdoor Movie Night (Jul), Farm Tour Gutdoo Oyster Run (Sept), Worthington Park Scarecro Fiber "Sheep to Shawi" Festival (Oct)	Alumni Reunion rs (June,July,Sep pints Tasting Ga r Movie (Sept),	n exh ptj. II ala (Ar Quilo	ibits (Ju C Libran ug), Wo tene Fe	ine), y Su irthii stiva	"Bon I immer ngton f il Week	lon F Read Park send	ass Ou ding Pro Circus (Sept).	t" Bili ogran and Quil	oe Trek n (July, cene				
5. Professional Services. Projects	66122	5	5.050	5 1	0.883	4	7.036	4 1:	1.055	¢	64,000	4	41.350
Accessioning input, Oral History Project, Histo maintenance/operations	ry / culture pub									-			
6. Travel / conferences, postage, copies, office													
Conference / Convention / Meeting	66130	3	2,400	5	2.400	5	775	5	700	\$	700	5	500
Office Expenses - Program	66171	3	500	ŝ	300	Ş	100	5	100	5	100	5	400
Postage -Program	66173	5	100	5	100	27	50	5	150	5	150	5	100
Trawel	66195	5	300	Ś	300	5		5	800	5	800	5	100
Office Expense, Administration	66265	5	54(31)	5	500	123	200	S	600	5	d'Alada	\$	
Postage, Administration Printing											600	2	500
	66267	5	700	5	700	5	275	5	600	5		5	500 1,000
and Copying, Admin	66267 66269	\$	700 300		700 300		275 150		600 200		600		

5 37,040 \$ 46,629 \$ 29,619 \$ 62,935 \$130,000 \$ 86,970

**Total LTAC Funding Requested** 

#### **Exhibit B**

## Jurisdiction Lodging Tax Reporting Form – To Be Submitted to Jefferson County Administrator's Office No Later than February 28<sup>th</sup> of each Year

## Lodging Tax Reporting Form

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

ocal Jurisdiction. Other (Explain):  Carketing*  Der of Attendees Who Stayed Overnight in Unpaid Accommodate of the Count
ber of Attendees Who Stayed Overnight in Unpaid Accommodatojected*  actual*  fethodology (Check One):  Direct Count*  Representative Survey*
ber of Attendees Who Stayed Overnight in Unpaid Accommodatojected*  actual*  fethodology (Check One):  Direct Count*  Representative Survey*
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fethodology (Check One): Direct Count*  Indirect Count* Representative Survey*
Indirect Count* Representative Survey*
Informal Survey* Structured Estimate*
Other (explain):
ber of Attendees Who Stayed Overnight in Paid Accommodation
rojected*
ictual*
fethodology (Check One): Direct Count*
Indirect Count* Representative Survey*
Informal Survey* Structured Estimate*
Other (explain):
ber of Paid Lodging Nights*
tojected*
Lctual*
fethodology (Check One): Direct Count*
Indirect Count*
Informal Survey* Structured Estimate*
Other (explain):

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.

Organiz	zation:								
Contact	t person:								
Mailing	Address:								
Phone I	Number/E	mail:							
1.	LTAC Fund	ds received from the C	County 1 <sup>st</sup> Q7	R:					
		ORGANIZATION	Amount Awarded by JeffCo	Received From JeffCo	Overspent (+) Underspent (-) of LTAC funds	Refund Required	TOTAL 1st QTR LTAC FUNDS SPENT		
<ol> <li>LTAC funds spent by your organization 1<sup>st</sup> QTR (include 200 word limit regarding activities and funds spent with an itemized statement and supporting documentation ie: invoices paid, receipts from payment,):</li> </ol>									
3. LTAC funds balance remaining 1 <sup>st</sup> QTR:									
4.	Please att	tach your organization rter.	's report for	all revenue	e, marketing, s	services, pr	ograms and a	ctivities of the	
Chapte	er 42.56. A	any attachments may minimum of six years ditures authorized un be able to provide acc	, you must n der your Agı	naintain do reement wi	cumented pro th Jefferson C	oof of paym county. Upo	ents made, con reasonable	ontracts execute notice, you mus	

Organization:							
Contact person:							
Mailing Address	:						
Phone Number/	Email:						
1. LTAC Fu	nds received from th	ne County 2 <sup>r</sup>	<sup>nd</sup> QTR:				
	ORGANIZATION	Total Amount Awarded by JeffCo	Total Received From JeffCo	Overspent (+) Underspent (-) of LTAC funds	Refund Required	TOTAL  1st QTR  LTAC  FUNDS  SPENT	TOTAL 2 <sup>nd</sup> QTR LTAC FUNDS SPENT
	nds spent by your orgitemized statement a						

- 1. LTAC funds balance remaining 2<sup>nd</sup> 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 3<sup>rd</sup> QUARTER

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

Organiz	zation:								
Contac	t person:								
Mailing	; Address:					·			
Phone	Number/Email:								
	1. LTAC Funds rece	eived from t	he County 3	3 <sup>rd</sup> QTR:					
	ORGANIZATION	Total Amount Awarded by JeffCo	Total Received From JeffCo	Overspent (+) Underspent (-) of LTAC funds	Refund Required	TOTAL 1st QTR LTAC FUNDS SPENT	TOTAL 2 <sup>nd</sup> QTR LTAC FUNDS SPENT	TOTAL 3rd QTR LTAC FUNDS SPENT	
2. LTAC funds spent by your organization 3 <sup>rd</sup> QTR (include 200 word limit regarding activities and funds spent with an itemized statement and supporting documentation ie: invoices paid, receipts from payment,):									spent
	2. LTAC funds balar	nce remaini	ng 3 <sup>rd</sup> QTR:						
	<ol> <li>Please attach yo prior quarter.</li> </ol>	ur organizat	ion's repor	t for all reven	ue, marketi	ng, service	es, programs	and activities	of the

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 4<sup>th</sup> QUARTER

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

Organization:

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Quilcene Historical Museum

Contact person:								
Mailing Address:								
Phone Number/Ema	ail:							
1. LTAC Funds	received fro	om the Cou	inty 4 <sup>th</sup> QTR:					
ORGANIZATION	Total Amount Awarded by JeffCo	Total Received From JeffCo	Overspent (+) Underspent (-) of LTAC funds	Refund Required	TOTAL 1st QTR LTAC FUNDS SPENT	TOTAL 2 <sup>nd</sup> QTR LTAC FUNDS SPENT	TOTAL 3rd QTR LTAC FUNDS SPENT	TOTAL 4th QTR LTAC FUNDS SPENT
2. LTAC funds swith an item		_	tion 4 <sup>th</sup> QTR (					***
¥								
3. LTAC funds I	palance rem	naining 4 <sup>th</sup> (	QTR:					
4. Please attac prior quarte		nization's r	eport for all r	evenue, ma	rketing, se	ervices, prog	grams and act	tivities of the
This report and and Chapter 42.56. A mill and other expendit	nimum of s ures author	ix years, yo ized under	u must maint	ain docume ent with Jet	nted proc ferson Co	of of payme unty. Upon	nts made, cor reasonable n	ntracts executed