JEFFERSON COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO:

Board of County Commissioners

FROM:

Adiel McKnight, Executive Assistant

DATE:

December 23 2024

SUBJECT: AGREEMENT re: 2025 Hotel Motel (Lodging Tax) Grant Funding; In the

Amount of \$35,700; Peninsula Trails Coalition

STATEMENT OF ISSUE:

This agreement provides grant funding for 2025 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 22, 2024 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 December 9, 2024.

FISCAL IMPACT:

Peninsula Trails Coalition

\$35,700

RECOMMENDATION:

Approve and sign the agreement.

REVIEWED BY:

Mark McCauley, County Administrator

13/19/34 Date:

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WI	TH: PENINSULA	TRAILS COALITION		Contract No: LTAC PTC
Contract For:	Lodging Tax Funding for Enhancement	of the Visitor Experience of the Olympic Discovery	Trail Term: Jan-	-Dec 2025
COUNTY DEPA	RTMENT: County	Administrator		
Contact Person:	Adiel Mo	Knight		
Contact Phone:	102			
Contact email:	afmcknie	ght@co.jefferson.wa.us		
AMOUNT:		*	PROCESS:	Exempt from Bid Process
	Revenue:	A05 700		Cooperative Purchase
Matabia	Expenditure:	\$35,700		Competitive Sealed Bid
	Funds Required:			Small Works Roster
Sources(s) of	f Matching Funds			Vendor List Bid
	Fund #	125		RFP or RFQ
	Munis Org/Obj	12555730/411125		Other:
APPROVAL STE			and Same O	
STEP 1: DEPART	MENT CERTIFIE	S COMPLIANCE WIT	TH JCC <u>3.55.080</u>	AND CHAPTER 42.23 RCW.
CERTIFIED:	N/A:	Signature	Knelt	15/7·24 - Date
		TIES THE PERSON		OR CONTRACTING WITH THE
	RACTOR) HAS	NOT BEEN DEBAR	RED BY ANY	FEDERAL, STATE, OR LOCAL
AGENCY.	7	11/1/10/		/
CERTIFIED:	N/A:	Add MCKI	14.	12/7.24-
		Signature		Date '
STEP 3: RISK MA	NAGEMENT REV	VIEW (will be added el	ectronically throu	igh Laserfiche):
		12 ·· (······ be iluueye.	cerromeany union	ign zasernene).
Electro	nically approve	d by Risk Managen	nent on 12/19/2	2024.
	, .,			
CTED / PROCECU				
STEP 4: PROSEC	UTING ATTORNE	EY REVIEW (will be a	dded electronicall	y through Laserfiche):
		. 5.40	10/0004	
		orm by PAO on 12/		
i emplate pre-a	approved by PA	O. Thank you for m	aking the corre	ections.
CTED 5. DEDA	DTMENT MAKE	e DEVICIONE e	DECUDATE T	O DICK MANAGEMENT AND
	RIMENT MAKE ATTORNEY(IF RE		KESUBMITS T	O RISK MANAGEMENT AND
ROSECUTING A	LI TOKNET (IF KE	QUIKED).		

1

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

AGREEMENT FOR 2025 HOTEL-MOTEL FUNDING FOR TOURISM SERVICES FOR PENINSULA TRAILS COALITION

This Agreement is by and between Jefferson COUNTY, Washington (the COUNTY) and PENINSULA TRAILS COALITION ("RECIPIENT").

WHEREAS, RECIPIENT is a non-profit corporation registered with the Secretary of State of the State of Washington under UBI number 602 071 631; and

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

WHEREAS, the COUNTY appointed the Jefferson COUNTY Lodging Tax Advisory Committee ("LTAC") to review and recommend lodging tax proposals submitted to the COUNTY, as authorized by RCW 67.28.1817 and Chapter 3.25 Jefferson COUNTY Code; and

WHEREAS, RECIPIENT submitted a qualified lodging tax proposal to the LTAC;

WHEREAS, the LTAC reviewed and recommended funding all or part of RECIPIENT's qualified lodging tax proposal to the Jefferson County Board of Commissioners;

WHEREAS, the Jefferson County Board of Commissioners reviewed the LTAC recommendation for funding all or part of RECIPIENT's qualified lodging tax proposal and finalized an award of \$35,700 for the purposes recommended by the LTAC ("Final LTAC Award");

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

1. SERVICES TO BE PERFORMED USING THE LTAC AWARD

- a. RECIPIENT shall use its capabilities and utilize up to the total amount of Final LTAC Award for the approved tourism promotion services listed in <u>Exhibit A</u> and for no other purpose during the 2025 fiscal year.
- b. If the Final LTAC Award does not specify the approved tourism promotion services, then the use of the amounts approved in the Final LTAC Award shall be limited to the proposed tourism promotion services listed in RECIPIENT's proposal for the 2025 fiscal year, a copy of which is attached as Exhibit B.

2. RESPONSIBILITIES OF RECIPIENT

- a. On or before January 31; April 30; July 31; October 31, 2025; and January 31, 2026, RECIPIENT shall provide to the COUNTY all of the following, which are more specifically described in Exhibit C:
 - i. A quarterly report of the use, services, programs and activities of RECIPIENT under this Agreement for the prior quarter;
 - ii. 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 2025.

- iii. On or before January 31, 2026 or upon execution of this Agreement, whichever is later, provide to the COUNTY: A billing invoice requesting payment of Hotel-Motel Funding for the 2025 fiscal year.
- b. 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.
- c. 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, 2026.
- d. By <u>February 28th</u> of each year provide all of the following information on <u>EXHIBIT D</u>, attached hereto and incorporated by reference for the previous year.
 - i. Each festival, event, or tourism facility owned and/or operated by RECIPIENT.
 - ii. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by RECIPIENT on each festival, event or tourism facility.
 - iii. 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).
 - iv. Estimated lodging stays. ("Lodging" refers to commercial lodging such as hotels, motels, resorts, bed and breakfasts, or commercial campgrounds).
 - v. Measurements that demonstrate the impact of increased tourism attributable to the event, festival or facility.

3. RESPONSIBILITY OF JEFFERSON COUNTY

- a. The COUNTY shall provide RECIPIENT funding from Hotel-Motel Tax receipts to be used in support of their responsibilities as defined under this Agreement.
- b. Said funding is in the amount of the Final LTAC Award for the 2025 fiscal year. Payment is conditioned on full compliance with this Agreement, including but not limited to, the submittal of the reports required by Section 2.
- c. Payment shall be made by the COUNTY upon receipt of an invoice on the next available billing cycle.

4. TERM

This Agreement shall be for a term of one year, commencing on <u>January 1, 2025</u> and ending on <u>December 31, 2025</u>, except for the reports required in <u>Section 2</u>, which are due <u>January 31, 2026</u> and <u>February 28, 2026</u>.

5. ASSIGNMENT

A party's interests in this Agreement may not be assigned to any other person.

6. TERMINATION

- a. This 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.
- b. RECIPIENT 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, RECIPIENT 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.

7. HOLD HARMLESS

- a. RECIPIENT 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 RECIPIENT's negligence or breach of an of its obligations under this Agreement; provided that nothing herein shall require RECIPIENT 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) RECIPIENT'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 RECIPIENT's negligence, or the negligence of RECIPIENT's agents or employees.
- b. RECIPIENT specifically assumes potential liability for actions brought against the COUNTY by RECIPIENT's employees, including all other persons engaged in the performance of any work or service required of RECIPIENT under this Agreement and, solely for the purpose of this indemnification and defense, RECIPIENT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. RECIPIENT recognize that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.

8. INSURANCE

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

- a. Commercial General Liability Insurance. RECIPIENT 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 limit of not less than in the amount of at least \$1 million per occurrence, for bodily injury, including death, and property damage; and
- b. Worker's Compensation (Industrial Insurance). RECIPIENT 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.

9. INDEPENDENT CONTRACTOR

- a. RECIPIENT and the COUNTY agree that RECIPIENT is an independent contractor with respect to the services provided pursuant to this Agreement.
- b. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
- c. Neither RECIPIENT nor any employee of RECIPIENT shall be entitled to any benefits accorded COUNTY employees by virtue of the services provided under this Agreement.
- d. 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 RECIPIENT, or any employee, representative, agent or subcontractor of RECIPIENT.
- e. RECIPIENT shall be responsible for all applicable withholdings, deductions, state industrial insurance, tax reports, business licenses, registrations, and all other obligations of an independent organization.

10. COMPLIANCE WITH LAWS

RECIPIENT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement.

11. CHOICE OF LAW

The parties agree that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

12. DISPUTES

a. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved under this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review.

- b. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall pay for its own attorney's fees and court costs.
- c. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County, subject to the venue provisions for actions against counties in RCW 36.01.050. The parties agree that the parties have the right of appeal from such decisions of the Superior Court under the laws of the State of Washington.
- d. RECIPIENT consents to the personal jurisdiction of the courts of the State of Washington.

13. DISCRIMINATION PROHIBITED

RECIPIENT with regard to the project to be completed under this Agreement, shall 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, or subcontractors.

14. INTEGRATED AGREEMENT

This agreement together with attachments or addenda represents the entire and integrated agreement between the COUNTY and RECIPIENT and supersedes all prior negotiations, representations, or agreements written or oral.

15. PUBLIC RECORDS ACT

This Agreement and any reports submitted by RECIPIENT are subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56.

16. RECORDS RETENTION AND AUDIT AUTHORIZATION

- A minimum of six years, RECIPIENT shall maintain documented proof of payments made, contracts executed and other expenditures authorized under your Agreement with Jefferson COUNTY.
- b. Upon reasonable notice, RECIPIENT shall provide access to COUNTY or State representatives to audit records related to the funds provided to RECIPIENT under this Agreement.

17. NO SEVERABILITY

The terms of this Agreement are not severable. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be enforceable.

18. SURVIVAL

Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters or actions begun within that period. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

19. AMENDMENT, MODIFICATION AND WAIVER

- a. This Agreement may be not be amended or modified to change the approved tourism promotion services in the Final LTAC Award.
- b. Only the Jefferson County Board of Commissioners or their delegate by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to sign, alter, amend, modify, or waive any clause or condition of this Agreement.
- c. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the Jefferson County Board of Commissioners or their delegate.

SIGNATURES ARE ON THE FOLLOWING PAGE

JEFFERSON COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO:

Board of County Commissioners

FROM:

Adiel McKnight, Executive Assistant

DATE:

December 23 2024

SUBJECT: AGREEMENT re: 2025 Hotel Motel (Lodging Tax) Grant Funding; In the

Amount of \$35,700; Peninsula Trails Coalition

STATEMENT OF ISSUE:

This agreement provides grant funding for 2025 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 22, 2024 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 December 9, 2024.

FISCAL IMPACT:

Peninsula Trails Coalition

\$35,700

RECOMMENDATION:

Approve and sign the agreement.

REVIEWED BY:

Mark McCauley, County Administrator

13/19/34 Date:

Clear Form

CONTRACT REVIEW FORM (INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH:	PENINSULA T	TRAILS COALITION		Contract No: LTAC PTC
Contract For: Lodging Ta	ax Funding for Enhancement of	of the Visitor Experience of the Olympic Discovery T	Term: Jan-	Dec 2025
COUNTY DEPARTM	ENT: County A	dministrator		
Contact Person:	Adiel Mc	Knight		
Contact Phone:	102			
Contact email:	afmcknig	ht@co.jefferson.wa.us		
AMOUNT: \$35,			PROCESS:	Exempt from Bid Process
	Revenue:		_	Cooperative Purchase
		\$35,700		Competitive Sealed Bid
Matching Fund				Small Works Roster
Sources(s) of Mate	_		_	Vendor List Bid
	Fund #	125	_	RFP or RFQ
Mu	ınis Org/Obj	12555730/411125	1	Other:
APPROVAL STEPS:		()	_	
STEP 1: DEPARTMENT	T CERTIFIES	S COMPLIANCE WITI	H JCC <u>3/.55:080</u> A	AND CHAPTER <u>42.23</u> RCW.
CERTIFIED: N/A	A:	fault at	nett	10/7.24.
		Signature	1)	Date
				OR CONTRACTING WITH THE
	TOR) HAS	NOT BEEN DEBARE	RED BY ANY	FEDERAL, STATE, OR LOCAL
AGENCY.		All land		
CERTIFIED: N/A	A:	Add MCKI	7	12/7.24-
		Signature		Date '
STEP 3: RISK MANAG	EMENT REV	TEW (will be added ele	ctronically throu	gh Laserfiche):
		(
Electronical	lly approved	by Risk Manageme	ent on 12/19/2	024.
CTED A PROCECUTIV	CATTORNE		'	
STEP 4: PROSECUTIN	GATTORNE	Y REVIEW (will be add	ded electronically	y through Laserfiche):
Clastically and		b. DAO 10/1	0/0004	
		orm by PAO on 12/1		-11
rempiate pre-appro	oved by PAC	D. Thank you for ma	king the corre	CTIONS.
STEP 5: DEPARTMI	ENT MAKE	S REVISIONS & E	RESURMITS TO	O RISK MANAGEMENT AND
PROSECUTING ATTO	RNEY(IF RE	QUIRED).	LSOBIIII I	MON MANAGEMENT AND
		- · · · · · · · · · · · · · · · · · · ·		

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

AGREEMENT FOR 2025 HOTEL-MOTEL FUNDING FOR TOURISM SERVICES FOR PENINSULA TRAILS COALITION

This Agreement is by and between Jefferson COUNTY, Washington (the COUNTY) and PENINSULA TRAILS COALITION ("RECIPIENT").

WHEREAS, RECIPIENT is a non-profit corporation registered with the Secretary of State of the State of Washington under UBI number 602 071 631; and

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

WHEREAS, the COUNTY appointed the Jefferson COUNTY Lodging Tax Advisory Committee ("LTAC") to review and recommend lodging tax proposals submitted to the COUNTY, as authorized by RCW 67.28.1817 and Chapter 3.25 Jefferson COUNTY Code; and

WHEREAS, RECIPIENT submitted a qualified lodging tax proposal to the LTAC;

WHEREAS, the LTAC reviewed and recommended funding all or part of RECIPIENT's qualified lodging tax proposal to the Jefferson County Board of Commissioners;

WHEREAS, the Jefferson County Board of Commissioners reviewed the LTAC recommendation for funding all or part of RECIPIENT's qualified lodging tax proposal and finalized an award of \$35,700 for the purposes recommended by the LTAC ("Final LTAC Award");

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

1. SERVICES TO BE PERFORMED USING THE LTAC AWARD

- a. RECIPIENT shall use its capabilities and utilize up to the total amount of Final LTAC Award for the approved tourism promotion services listed in Exhibit A and for no other purpose during the 2025 fiscal year.
- b. If the Final LTAC Award does not specify the approved tourism promotion services, then the use of the amounts approved in the Final LTAC Award shall be limited to the proposed tourism promotion services listed in RECIPIENT's proposal for the 2025 fiscal year, a copy of which is attached as Exhibit B.

2. RESPONSIBILITIES OF RECIPIENT

- a. On or before January 31; April 30; July 31; October 31, 2025; and January 31, 2026, RECIPIENT shall provide to the COUNTY all of the following, which are more specifically described in Exhibit C:
 - i. A quarterly report of the use, services, programs and activities of RECIPIENT under this Agreement for the prior quarter;
 - ii. 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 2025.

- iii. On or before January 31, 2026 or upon execution of this Agreement, whichever is later, provide to the COUNTY: A billing invoice requesting payment of Hotel-Motel Funding for the 2025 fiscal year.
- b. 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.
- c. 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, 2026.
- d. By <u>February 28th</u> of each year provide all of the following information on <u>EXHIBIT D</u>, attached hereto and incorporated by reference for the previous year.
 - i. Each festival, event, or tourism facility owned and/or operated by RECIPIENT.
 - ii. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by RECIPIENT on each festival, event or tourism facility.
 - iii. 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).
 - iv. Estimated lodging stays. ("Lodging" refers to commercial lodging such as hotels, motels, resorts, bed and breakfasts, or commercial campgrounds).
 - v. Measurements that demonstrate the impact of increased tourism attributable to the event, festival or facility.

3. RESPONSIBILITY OF JEFFERSON COUNTY

- a. The COUNTY shall provide RECIPIENT funding from Hotel-Motel Tax receipts to be used in support of their responsibilities as defined under this Agreement.
- b. Said funding is in the amount of the Final LTAC Award for the 2025 fiscal year. Payment is conditioned on full compliance with this Agreement, including but not limited to, the submittal of the reports required by Section 2.
- c. Payment shall be made by the COUNTY upon receipt of an invoice on the next available billing cycle.

4. TERM

This Agreement shall be for a term of one year, commencing on <u>January 1, 2025</u> and ending on <u>December 31, 2025</u>, except for the reports required in <u>Section 2</u>, which are due <u>January 31, 2026</u> and <u>February 28, 2026</u>.

5. ASSIGNMENT

A party's interests in this Agreement may not be assigned to any other person.

6. TERMINATION

- a. This 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.
- b. RECIPIENT 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, RECIPIENT 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.

7. HOLD HARMLESS

- a. RECIPIENT 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 RECIPIENT's negligence or breach of an of its obligations under this Agreement; provided that nothing herein shall require RECIPIENT 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) RECIPIENT'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 RECIPIENT's negligence, or the negligence of RECIPIENT's agents or employees.
- b. RECIPIENT specifically assumes potential liability for actions brought against the COUNTY by RECIPIENT's employees, including all other persons engaged in the performance of any work or service required of RECIPIENT under this Agreement and, solely for the purpose of this indemnification and defense, RECIPIENT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. RECIPIENT recognize that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.

8. INSURANCE

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

- a. Commercial General Liability Insurance. RECIPIENT 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 limit of not less than in the amount of at least \$1 million per occurrence, for bodily injury, including death, and property damage; and
- b. Worker's Compensation (Industrial Insurance). RECIPIENT 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.

9. INDEPENDENT CONTRACTOR

- a. RECIPIENT and the COUNTY agree that RECIPIENT is an independent contractor with respect to the services provided pursuant to this Agreement.
- b. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
- c. Neither RECIPIENT nor any employee of RECIPIENT shall be entitled to any benefits accorded COUNTY employees by virtue of the services provided under this Agreement.
- d. 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 RECIPIENT, or any employee, representative, agent or subcontractor of RECIPIENT.
- e. RECIPIENT shall be responsible for all applicable withholdings, deductions, state industrial insurance, tax reports, business licenses, registrations, and all other obligations of an independent organization.

10. COMPLIANCE WITH LAWS

RECIPIENT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement.

11. CHOICE OF LAW

The parties agree that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

12. DISPUTES

a. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved under this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review.

- b. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall pay for its own attorney's fees and court costs.
- c. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County, subject to the venue provisions for actions against counties in RCW 36.01.050. The parties agree that the parties have the right of appeal from such decisions of the Superior Court under the laws of the State of Washington.
- d. RECIPIENT consents to the personal jurisdiction of the courts of the State of Washington.

13. DISCRIMINATION PROHIBITED

RECIPIENT with regard to the project to be completed under this Agreement, shall 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, or subcontractors.

14. INTEGRATED AGREEMENT

This agreement together with attachments or addenda represents the entire and integrated agreement between the COUNTY and RECIPIENT and supersedes all prior negotiations, representations, or agreements written or oral.

15. PUBLIC RECORDS ACT

This Agreement and any reports submitted by RECIPIENT are subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56.

16. RECORDS RETENTION AND AUDIT AUTHORIZATION

- A minimum of six years, RECIPIENT shall maintain documented proof of payments made, contracts executed and other expenditures authorized under your Agreement with Jefferson COUNTY.
- b. Upon reasonable notice, RECIPIENT shall provide access to COUNTY or State representatives to audit records related to the funds provided to RECIPIENT under this Agreement.

17. NO SEVERABILITY

The terms of this Agreement are not severable. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be enforceable.

18. SURVIVAL

Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters or actions begun within that period. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

19. AMENDMENT, MODIFICATION AND WAIVER

- a. This Agreement may be not be amended or modified to change the approved tourism promotion services in the Final LTAC Award.
- b. Only the Jefferson County Board of Commissioners or their delegate by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to sign, alter, amend, modify, or waive any clause or condition of this Agreement.
- c. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the Jefferson County Board of Commissioners or their delegate.

SIGNATURES ARE ON THE FOLLOWING PAGE

JEFFERSON COUNTY WASHINGTON

PENINSULA TRAILS COALITION

Board of COUNTY Commissioners Jefferson COUNTY, Washington

By:		Ву:	
By: Kate Dean, Chair	Date	Signatu	re
By: Greg Brotherton, Commiss		Name:	
Greg Brotherton, Commiss	sioner Date	TC'-1	
		litle:	
By: Heidi Eisenhour, Commiss	sioner Date	Date:	
SEAL:			
ATTEST:			
Carolyn Galloway, CMC Clerk of the Board	Date		
Clerk of the Board			
Approved as to form only:			
Welsh for	12/19/2024		
Philip C. Hunsucker,	Date		

Chief Civil Deputy Prosecuting Attorney

EXHIBIT A

Itemized List of Tourism Promotion Services Approved in the Final Award

Itemized list of proposed enhancements

Site revegetation work \$5,000
Site fencing work \$5,000
Site safety features \$ \$5,000
Site signage \$5,000

Work on Phase 2 of the Hall Baetz Viewpoint, for a total of \$20,000, which includes sanicans are a critical tourism-related facility throughout the trail system. Jefferson County has historically covered the cost, but PTC proposes assuming that cost in both Clallam and Jefferson Counties. This is a public health and safety dimension of the experience, and a distinct need of the ODT. In consultation with Jefferson County Public Works, the Peninsula Trails Coalition is requesting LTAC support for the sanicans in Jefferson County. There are currently 3 sanicans, at the Port of Port Townsend, Trailhead Park in Cape George trailhead, and at Milo Curry trailhead. Only 2 are ADA compliant. Taking over this responsibility will allow us to move the location of the Port of Port Townsend sanican proximal to the present location and be an ADA compliant one. PTC plans to install 2 more, one north of the Discovery Bay trains, and one at the Gardiner Community Center. Each one cost \$2,300/year, with an additional \$400/month for units to be serviced twice a week, for a total cost of \$2,700 per sanican.

Sanicans County-wide \$13,500

In 2023, the Peninsula Trails Coalition spent \$1,090 for 6 months of renting maintenance equipment for work on the Larry Scott Trail. Costs are yet to be known for 2024, and the cost will likely increase in 2025.

Rental of maintenance equipment \$1,200

In addition to renting maintenance equipment, we hope to purchase a Stihl weed whacker in 2025 for maintenance of the Larry Scott Trail. This is estimated to cost around \$1,000.

Stihl weed whacker \$1,000

EXHIBIT B RECIPIENT'S PROPOSAL

PENINSULA TRAILS COALITION REQUEST FOR PROPOSAL ATTACHED

2025 Request for Proposal PacketLodging Tax/Tourism Promotion

This packet is for the 2025 TOURISM PROMOTION SERVICE PROPOSALS to be funded by the Jefferson County Lodging Tax. Under Jefferson County guidelines, you must be a NON-PROFIT or GOVERNMENTAL AGENCY to be eligible to be funded by the Jefferson County Lodging Tax.

The Jefferson County Lodging Tax Advisory Committee may only consider complete and signed proposals that include all of the requested information and documents, and that are submitted by the deadline:

FRIDAY OCTOBER 4, 2024 by 4:30 pm

Digital Delivery only for Proposals to afmcknight@co.jefferson.wa.us

2025 Proposal Guidelines: Tourism Promotion Activities

The Jefferson County Lodging Tax Advisory Committee (LTAC) is accepting proposals from government agencies and non-profit organizations for **tourism promotion** to be provided during calendar year 2025 and paid for from the County's lodging tax fund. The Committee will make recommendations to the Jefferson County Commissioners within one month following the proposal deadline. All decisions for use of the lodging tax will be made by the Jefferson County Commissioners.

- Proposals from government agencies or non-profit organizations are to be for tourism promotion during calendar year 2025. Please refer to Section 1 of this packet for examples of eligible tourism promotion activities for this funding round.
- At the time of implementation, tourism related activities within proposals must comply with federal, state, and county laws and requirements, including county Public Health direction. NOTE: Jefferson County may not use public funds in any way that can be construed as a gift to an individual or organization.
- Proposals must completely address the questions, and all requested supplemental information must be provided. Incomplete proposals may not be considered by LTAC.
- To be considered, a fully completed and signed <u>digital</u> application (digital signatures acceptable) must be received at <u>afmcknight@co.jefferson.wa.us</u> by the deadline listed above.
- The preferred format for a digital application is a single PDF file attached to an email. If necessary, multiple files in either PDF or Microsoft Word may be attached to a single email as a complete digital application.
- All documents filed with the County are public records, potentially eligible for release.

Jefferson County is committed to the non-discriminatory treatment of all Persons in the employment and delivery of services and resources.

2025 Proposal Checklist for Tourism Promotion Activities

Organiz	ation Nam	ne _	Peninsula Trails Coalition
Event N	lame, if dif	fferent	Enhancement of the Visitor Experience of the Olympic Discovery Trail
Propose	ed Contrac	ct Amou	nt: \$35,700
informat		be pro	ely address the questions, and all requested supplemental vided. Incomplete or late proposals may not be considered by the
	gible for c		ation, your application must be signed, dated, and include the following
Check ea	ach item s	ubmitte	d:
<u>X</u>	_ Signed	and Dat	ed Proposal Summary Sheet
<u> </u>	_ Section	1 - Item	nized list of proposed services and estimated costs.
X	_ Section	2 - Prop	posal Questions.
X	_ Section	3 - Prop	posed 2025 promotion, facility, event or activity budget.
X	_ Section	3 – 202	4 budget and year-to-date income and expense statement(s).
X	_ Section	3 - List	of names and addresses of the organization's current Board of Directors.
	Name and	d contac	ct information for event chairperson, if applicable.
X	_ Section	3 - Opti	onal work samples such as season brochures, promotional materials,
	reviews, r	news/ma	agazine articles, etc. (maximum of 5 separate pieces)

To be considered, a fully completed and signed <u>original</u> application with supporting documents must be electronically received and date stamped at the Jefferson County Administrator's Office, to Adiel McKnight @ <u>afmcknight@co.jefferson.wa.us</u> by FRIDAY OCTOBER 4, 2024.

Documents submitted to the County are public records, potentially eligible for release.

2025 Proposal Checklist for Tourism Promotion Activities

Proposal Deadline Electronically to E		OCTOBER 4, 2024 at afm	4:30 pm (received, r cknight@co.jeffersor				
		ibly print in ink. To be cons form must be signed and d		nust be answered; all			
Organization Name Organization Address		Peninsula Trails Coalition PO Box 1836, Port Angeles, WA 98362					
Contact Name Contact Address		Jeff Bohman PO Box 1836, Port An	geles, WA 98362				
Day Phone E-Mail Address		(360) 477-8881	Evening or Cell Ph				
Facility/Event (if ap	Facility/Event (if applicable)		<u>irbohman@icloud.com</u> , <u>grants@olympicdiscoverytrail.org</u> Enhancement of the Visitor Experience of the Olympic Discovery Trail				
Total Lodging Tax Request: Estimated 2025 org. operating		\$35,700					
budget (Incl. Lodging Tax funds)		\$408,929	_				
If asking for funds to event, list other case		_		Dollar Amount			
sources and dollar	amounts		T	\$			
budgeted for this p				\$			
Note: This section is only due for specific event and festival				\$			
funding requests.				\$			
				\$			
Total Project Revenue Budget		aina Tay Eunda from th	County in 20242	\$			
I understand that if my corganization will enter in	organization's prop nto a contract with	ging Tax Funds from the cosal for tourism promotion a the County to provide the corein is a public record poten	ctivities is approved by the other ctivities is approved by the other ctivities up to the other ctivities are to the other ctivities are the other cti	he maximum contract			
Sign Name:	Affry D. B	Som	Date:	10/3/24			

Jeffrey R Bohman, President, Peninsula Trails Coalition

Print Name and Title:

1. Itemized List of Proposed Tourism Promotion Services

Organization (or Event) Name: <u>Enhancement of the Visitor Experience of the Olympic</u>
Discovery Trail

In the following space or on a separate sheet of paper, please specify each proposed tourism promotion, facility, event or activity, including quantities and costs (see examples at bottom of page).

Itemized list of proposed enhancements:

Work on Phase 2 of the Hall Baetz Viewpoint, for a total of \$20,000, which includes:

\$5,000
\$5,000
\$5,000
\$5,000

Sanicans are a critical tourism-related facility throughout the trail system. Jefferson County has historically covered the cost, but PTC proposes assuming that cost in both Clallam and Jefferson Counties. This is a public health and safety dimension of the experience, and a distinct need of the ODT. In consultation with Jefferson County Public Works, the Peninsula Trails Coalition is requesting LTAC support for the sanicans in Jefferson County. There are currently 3 sanicans, at the Port of Port Townsend, Trailhead Park in Cape George trailhead, and at Milo Curry trailhead. Only 2 are ADA compliant. Taking over this responsibility will allow us to move the location of the Port of Port Townsend sanican proximal to the present location and be an ADA compliant one. PTC plans to install 2 more, one north of the Discovery Bay trains, and one at the Gardiner Community Center. Each one cost \$2,300/year, with an additional \$400/month for units to be serviced twice a week, for a total cost of \$2,700 per sanican.

Sanicans County-wide

In 2023, the Peninsula Trails Coalition spent \$1,090 for 6 months of renting maintenance equipment for work on the Larry Scott Trail. Costs are yet to be known for 2024, and the cost will likely increase in 2025.

Rental of maintenance equipment \$1,200

\$13,500

In addition to renting maintenance equipment, we hope to purchase a Stihl weed whacker in 2025 for maintenance of the Larry Scott Trail. This is estimated to cost around \$1,000.

Stihl weed whacker \$1,000

Examples of how to list your proposed tourism promotion services or event (please be as specific <u>AS</u> POSSIBLE about the services, quantities, the tourism market, distribution method, and cost):

10,000 promotional rack cards for I-5 corridor from Portland to Bellingham, April - June 20)18		\$1,835
The rack cards will promote an event/hotel/restaurant promotional package.			
Design and printing	\$1	,250	
Distribution by XYZ Company	\$	500	
5 hours of staff time at \$17.00 per hour to write copy, edit and proof the cards	\$	85	

1/3 page black and white event promotional advertisement in XYZ Magazine, July 2018 edition....... \$1,500 XYZ Magazine has 250,000 subscribers in western and northwest states. This 1/3-page ad will be part of a full-page advertisement being coordinated by the VCB. XYZ Magazine will match the value of the advertisement with a feature article on Jefferson County and the event in the same edition.

2. Proposal Questions

Please confine your answers to no more than one page for each question.

 Tell us about your promotion, facility, event or activity and why you think it will increase tourists traveling to and staying in Jefferson County. Include a general description of the promotion, facility, event or activity including its purpose, history, etc.), and describe your organization's track record.

The Olympic Discovery Trail, including the Larry Scott segment, creates an outdoor recreation and active transportation backbone for the North Olympic Peninsula attracting day users who shop and dine locally, running and biking event participants who bring along family/friends who shop, dine and stay overnight in campgrounds and other lodging, and long distance travelers who use the entire 135-mile route of the trail, visit county and state parks, the Olympic NP, shop, dine, and stay multiple nights. The Olympic Discovery Trail is often the primary reason people visit the area.

The Hall Baetz Viewpoint, located at the junction of Highway 20 and 101 and overlooking Discovery Bay offers a primary engagement point for tourists visiting East Jefferson County. The Peninsula Trails Coalition has been spearheading the development of this trail-oriented facility because the viewpoint will become a key locus for two trails currently under development-1) the Hood Canal Bridge to Olympic Discovery Trail connector and 2) the Olympic Discovery Trail (and co-located Pacific Northwest National Scenic Trail) section from Four Corners through Eaglemount to Discovery Bay which will move trail users off Highway 20. The Viewpoint honors the memory of Mr. Baetz, who was instrumental in the planning, promotion, and development of the ODT in this area. The Viewpoint will consist of a rustic log shelter building, parking for 8-10 cars, a bathroom facility, and water & electrical service. In summary, this new scenic viewpoint will increase tourism by capitalizing on the visual appeal, diversifying tourism offerings, enhancing the infrastructure associated with the ODT, and can be enjoyed year-round, making it a valuable tourism asset for Jefferson County. As this grant is being written, site preparation is underway, and we are planning a ribbon cutting event in October. Additional work, which we are referring to as Phase 2, will be ongoing after that ribbon cutting. That includes some revegetation of the site, fencing, safety features, and signage.

In addition to the work planned for Hall Baetz Viewpoint, we are also planning for some other improvements of the trail system that will increase the appeal of the Olympic Discovery Trail including the Larry Scott Trail segment. Those include:

- The addition of 2 new locations for sanicans and taking on the cost of the 3 existing sanicans.
- Keeping the trail well maintained

The items proposed here enhance the visitor's experience by providing a wildlife viewing spot along the way, keeping the trail well maintained, and providing sanicans.

2. If this is a continuing promotion, facility or event, how is it different than in the past?

Hall Baetz Viewpoint is a newly proposed tourist facility. This funding will help with phase II costs, including revegetation of the site, fencing, safety features, and signage.

Everything else is a continuation of existing programs, though improvements are planned, including:

- Sanicans have historically been provided by Jefferson County, but PTC proposes taking on that
 responsibility, as well as adding sanicans in 2 new locations. There are currently 3 sanicans, at the
 Port of Port Townsend, Trailhead Park in Cape George trailhead, and at Milo Curry trailhead. Only
 2 are ADA compliant. Taking over this responsibility will allow us to move the location of the Port of
 Port Townsend sanican proximal to the present location and be an ADA compliant one. PTC plans
 to install 2 more, one north of the Discovery Bay trains, and one at the Gardiner Community
 Center.
- PTC will continue to rent maintenance equipment, but will add to the tools we own by purchasing a Stihl weed whacker which will see a lot of use along the Larry Scott Trail.
- 3. Describe how you intend to market/promote your promotion, facility, event or activity to potential tourists who reside outside Jefferson County.
 - a) If an event, the date of the event

N/A

b) The timeline for the tourism promotion activity you are proposing (e.g. May through July, 2025)

Year-round

c) Target Audience

Visitors from 50+ miles away

d) Promotion methods you intend to use to reach the target audience.

Social media, trails magazines, and trail stories on social media. Social media engagement has played a pivotal role in our efforts to attract potential visitors and engage with repeat visitors. We continue to collaborate with social marketing media professionals, which has resulted in a broadening of our reach.

 e) Describe how you will promote overnight stays at Jefferson County lodging establishments.

Working with visitor centers, businesses and lodging close to trail to promote trail, social media stories emphasizing multi-day itineraries.

f) If you intend to collaborate with another agency or non-profit to provide these services, please state the name of the organization and describe the nature of the collaboration:

The process through which the Hall Baetz Viewpoint is becoming a reality is a model of how a diversity of stakeholders — private citizens, volunteers, municipalities, counties, tribes, federal and state agencies, nonprofits, cyclists, runners, equestrians, etc. — can and must work together in their shared quest for community.

This project was initiated with private donations pledged by family, friends and colleagues of Hall Baetz in 2020. That initiative led to consultations with the former, current, and future landowners as well as the local and tribal jurisdictions throughout 2021, which confirmed the acceptability of pursuing the HBV project at the proposed location. Subsequent steps to achieve the design and permitting involved partnerships with local non-profit organizations; consultation with multiple local, state, and federal agencies; paid technical expertise in multiple disciplines; and permitting review and approval from those same local, state, and federal agencies.

Early stages of project construction have included donated and discounted logs for the viewing structure, which were harvested by the Jefferson Land Trust (the current HBV site landowner) as part of a sustainable forest maintenance activity in the nearby Chimacum Ridge community forest. The logs were transported to the pre-fabrication site via donated trucking services. The structure's design was performed with the donated services of the Jamestown S'Klallam Tribe's retired senior totem carver. Materials required for the upcoming site work have been donated by the Lower Elwha Klallam Tribe and a local contractor. Utility installation is being donated and performed by the former landowner, who also operates the area water system which will provide water services to the site. Mitigation planting materials will be acquired through discounted purchases via two local non-profit partners. Further, as a part of optimizing our work on the site, the Peninsula Trails Coalition is partnering with the North Olympic Salmon Coalition and the Washington State University Extension Office on the planting work that will be part of the site restoration work.

In sum, the HBV Project represents an example of extraordinary partnerships in a wide range of relationships to produce a broad range of essential project elements. This track record of partnership will continue throughout the completion of the project, and we are hopeful of being able to include Jefferson County LTAC in this extensive team of HBV project partners.

In addition to the collaborations related to the HBV project, the PTC has collaborated with the Department of Public Works in Jefferson County to assume the management of sanicans throughout Jefferson County. The PTC also works closely with Jefferson County on maintenance of the Larry Scott portion of the Olympic Discovery Trail.

The Peninsula Trails Coalition is also a regional leader and collaborator in multiple projects that create and complete an emerging and comprehensive trail network beyond the Olympic Peninsula. For example, the PTC is working with the North Kitsap Trails Association and the Bainbridge Island Parks and Trails Foundation under a collaborative called Puget Sound to Pacific (PS2P) to secure a \$16.3 million federal RAISE grant to complete 200 miles of non-motorized, multi-use trail connecting Puget Sound on Bainbridge Island to the Pacific Coast at the Quileute tribal reservation in La Push, WA, working with 14 jurisdictions.

4. How will you measure the effectiveness of your promotion, facility, event or activity?

Throughout the Larry Scott Trail and the Olympic Discovery Trail, specific effectiveness will be measured by periodic in-person site presence through the Trail Ambassador program, and use of permanent and mobile trail counters (Eco-Counters). In 2023, 284,000 people used sections of the ODT in Jefferson County. This number is based on Eco-counter data and the Trail Ambassador Program. Also based on the same methods, we estimate that about 30% of trail users come from greater than 50 miles away. Of those visitors, 69% paid for overnight accommodations, 11% were staying somewhere for free, and 20% were day-trippers. 2024 Trail Ambassador surveys are ongoing as this grant is being written.

The Hall Baetz Viewpoint is uniquely situated to provide public access amenities in an important highway and trail interchange where they are currently notably lacking. The Viewpoint offers visitors an attractive and scenic place to stop, use the restroom, take in the views and be offered suggestions for things to do and explore in the County. The Viewpoint is guaranteed to enhance the visitor experience to Jefferson County.

The Olympic Discovery Trail, including the Larry Scott Trail have increased in popularity over time, so trail enhancements are also guaranteed to enhance visitor experience to Jefferson County. The Olympic Discovery Trail creates an outdoor recreation and active transportation backbone for the North Olympic Peninsula attracting day users who shop and dine locally, running and biking event participants who bring along family/friends who shop, dine and stay overnight in campgrounds and lodgings, and long distance travelers who use the entire 135-mile route of the trail, visit county and state parks, the Olympic NP, shop, dine, and stay multiple nights. The Olympic Discovery Trail is often the primary reason people visit the area.

Also, describe how you will document and report to the County the economic impact from your event/facility. (State law requires the County to report annually to the State Department of Community Development and Economic Trade about the number of lodging stays and economic benefit from tourists generated by use of Lodging Tax proceeds for tourism promotion.)

Trail Ambassador data and Eco-Counter data will be used to measure economic impact for the Larry Scott Trail and the Olympic Discovery Trail. The 2023 Trail User Survey conducted by the Ambassadors provided extremely useful data for better quantifying the economic impact of the trail, and there is also data from trail counters (Eco-Counters). 2024 Trail Ambassador surveys are ongoing as this grant is being written.

5. What economic impact can we expect in Jefferson County from your proposed promotion, facility, event or activity?

a.) Actual or estimated number of tourists at your event/facility last year (2024):

In 2023, 284,000 people used sections of the ODT in Jefferson County. This number is based on trail counter data and the Trail Ambassador Program. Also based on the same methods, we estimate that about 30% of trail users come from greater than 50 miles away. Of those visitors, 69% paid for overnight accommodations, 11% were staying somewhere for free, and 20% were day-trippers.

b.) Estimated number of tourists who will attend your event/facility this year (2025):

50,000 (estimated from Ambassador contact data in 2023). We will have a better idea of this when the 2024 data is collated. 2024 data is still being collected, using funding from Jefferson County LTAC awarded in 2024.

c.) Projected economic impact in Jefferson County from your event/facility (e.g. number of tourists who will stay overnight in Jefferson County-based lodging establishments; economic impact for Jefferson County restaurants, community facilities, amenities, events, and businesses).

We estimate 15,525 number of paid lodging nights from 2023. This number is based on trail counter data and the Trail Ambassador Program. This year's data is still being collected, using funding from Jefferson County LTAC awarded in 2024, but it's likely to be at least 16,500 in 2025.

A recent study of the potential economic impact of the Washington State portion of the cross-country Great American Rail Trail estimated that the 554 miles of trail in the State will generate \$24.9 Million in annual spending. That's approximately \$45,000 per mile of trail (source: https://www.railstotrails.org/resource-library/resources/webinar-economic-potential-of-the-great-americanrail-trail/. For the Larry Scott Trail segment, a similar estimate would yield \$420,000 annually.

In 2023, 284,000 people used sections of the ODT in Jefferson County. This number is based on trail counter data and the Trail Ambassador Program. Also based on the same methods, we estimate that about 30% of trail users come from greater than 50 miles away. Of those visitors, 69% paid for overnight accommodations, 11% were staying somewhere for free, and 20% were day-trippers.

6. Describe your organization's area of expertise. Do you provide a unique service?

The Peninsula Trails Coalition is a 35-year-old volunteer, nonprofit organization that collaborates and coordinates with 14 city, county, and tribal entities to develop, maintain, and advocate for the Olympic Discovery Trail as a world-class, multi-use pathway connecting communities across the North Olympic Peninsula. The trail provides recreation and active transportation access for a diverse spectrum of users and serves as a catalyst for rural economic development. In addition to connecting communities on the North Olympic Peninsula, the Olympic Discovery Trail is a nation-wide asset, serving as the western terminus of the 3,700 mile Great American Rail Trail, the Pacific Northwest National Scenic Trail, the Sound to Olympics Trail, and the Puget Sound to Pacific Trail. Trail traffic counters and inperson trail user surveys document annual usage at more than 300,000 users.

The Peninsula Trails Coalition is also a regional leader and collaborator in multiple projects that create and complete an emerging and comprehensive trail network beyond the Olympic Peninsula. For example, the PTC is working with the North Kitsap Trails Association and the Bainbridge Island Parks and Trails Foundation under a collaborative called Puget Sound to Pacific (PS2P) to secure funding to complete 200 miles of non-motorized, multi-use trail connecting Puget Sound on Bainbridge Island to the Pacific Coast at the Quileute tribal reservation in La Push, WA. The 14 jurisdictions encompassed within the PS2P project were recently awarded a \$16.3 million federal RAISE grant authored by the PS2P Collaborative to plan and design 34 active transportation components addressing approximately 100 miles in trail gaps within those 14 jurisdictions.

3. Background Information about Your Organization

Attach the following items to your proposal in the order listed:

(Note: To be considered by the Committee, all of the listed information must be included with your proposal.)

Attachments:

- X Proposed 2025 promotion, facility, event or activity budget including income and expenses.
- X 2024 Budget and Actual income and expense year to date statement(s).

Attached:

- 2024 through 2026 3 Year Budget
- 2024 Budget vs Actual as of the end of August 2024
- X List of names and addresses of the organization's Board of Directors as of the date the proposal is filed. Also, if the proposal is for the marketing of an event and there is a chairperson for the event (either volunteer or paid), list that individual's name, address and phone number.
- X If you desire, you may provide samples of promotion materials such as brochures or promotional materials (maximum of five).

Attached:

- PTC's anchor brochure
- East ODT map (Port-Townsend-Blvn)
- Bicycling the Olympic Peninsula Eastern Jefferson County

Also attached, a letter of support from Jefferson County Public Works in support of the PTC taking on the expense and responsibility of sanicans throughout Jefferson County.

Note: Staff will verify Incorporation status of the non-profit agencies who submit service proposals by checking the Washington Secretary of State's on-line corporation records.

2025 LTAC Opportunity Information

1. Jefferson County's Proposal Process -

The Jefferson County LTAC solicits service proposals each year. The proposal form is attached, posted on the County's website, www.co.jefferson.wa.us and may also be requested by calling the Jefferson County Commissioner's Office at the Courthouse, (360) 385-9102.

This year, the Committee will review proposals on OCTOBER 17, 2024 from 11:00 a.m. to 2:00 p.m. Applicants are asked to attend the OCTOMBER 17, 2024 meeting beginning at 11:00 a.m. The County will provide meeting information for all complete applications. At that meeting, each proposing agency will answer questions from the Committee regarding their proposal. The Lodging Tax Advisory Committee will make a recommendation to the Board of County Commissioners regarding which proposals to fund, and at what funding levels within available revenues.

The review of the LTAC recommendations and final decision about how to use the lodging tax monies is made by the County Commissioners. Each agency will be notified of the status of their proposal. Contracts are prepared by the County and sent to agencies.

2. Available Funding for 2025

Organizations submitting proposals should be aware that a total of approximately \$900,000 in lodging tax awards will be available for allocation to eligible tourism promotion activities through this RFP. This amount also includes \$5,051 in staff administrative costs to manage the grants and to process invoices.

County Ordinance 02-0622-98 provides for distribution of Lodging Tax as follows:

- The lodging tax funds are to be used for targeted and/or regional promotion, the operation and maintenance of organizations operating tourist related facilities and their costs for local promotional activities.
- Not more than 25% for the development of tourism related facilities.

3. Definitions -

By state law, lodging tax funds may only be used for tourism promotion and the acquisition and/or operation, including maintenance, of tourism-related facilities. The following definitions are copied verbatim from RCW 67.28.080. Note: State law changed in 2007 to include "operation" of tourism events in the definition of "tourism promotion."

"Tourism" means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.

- "<u>Tourist</u>" means a person who travels from a place of residence to a different town, city, county, state, or country, for purposes of business, pleasure, recreation, education, arts, heritage, or culture.
- "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 special events and festivals designed to attract tourists.
- "Tourism-related facility" means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a)(i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501(c)(3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501(c)(6) of the federal internal revenue code of 1986, as amended, a business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities.

4. Proposal Evaluation Criteria –

Jefferson County Policy Statement for Use of the Lodging Tax.

Jefferson County's Lodging Tax Fund will be the primary source of county funding for activities, operations, and expenditures designed to increase tourism. The County does not make any multi-year commitments with Lodging Tax funds. However, service providers are not limited or prohibited from making repeat annual requests of the same nature. The County intends to maintain a reserve in the Fund, and will assess on an annual basis how much of the Fund to appropriate in a given year. The Jefferson County Commissioners have created a Lodging Tax Advisory Committee to conduct an annual process to solicit and recommend Lodging Tax funded services for the County Commissioners consideration. Jefferson County will only consider proposals for use of the Lodging Tax from public and non-profit agencies.

The Fund will ONLY be used for the following purposes:

- 1. The promotion of emerging or on-going tourism events, facilities, and activities by government or non-profit agencies so as to attract and draw tourists to unincorporated Jefferson County from outside Jefferson County.
- 2. Operation of a tourism promotion agency (such as a visitor and convention bureau);
- 3. The marketing of special events and festivals designed to attract tourists to unincorporated Jefferson County from outside Jefferson County.

- Capital and/or operating costs for tourism facilities owned by a public entity or a non-profit organization as defined in State law RCW 67.28.080.1(7) – Tourism Related Facility.
- 5. Administrative costs to support tourism events, facilities and activities.

Other Criteria.

HIGH PRIORITY will be given to tourism activities that ~

- Promote Jefferson County and/or events, activities, and places in the County to potential tourists from outside Jefferson County.
- Have demonstrated potential or high potential from the Committee's perspective to result in overnight stays by tourists in lodging establishments within the unincorporated areas Jefferson County.
- Have demonstrated potential or high potential from the Committee's perspective to result in documented economic benefit to Jefferson County.
- Have a demonstrated history of success in Jefferson County, or are proposed by a group with a demonstrated history or high potential of success with similar activities.
- Minimize duplication of services where appropriate and encourage cooperative marketing and/or includes an element of cooperation or partnership.
- Provide, maintain, operate, or enhance County-owned tourism facilities or infrastructure.

RESPONSIBILITIES:

- On or before January 31; April 30; July 31; October 31, 2025; and January 31, 2026, provide to the COUNTY:
 - A quarterly report of the use, services, programs and activities of organization for the prior quarter under this Agreement;
 - 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 2025.
- 1. On or before January 31, 2025 OR upon execution of this agreement, whichever is later, provide to the COUNTY:
 - A billing invoice requesting payment of Hotel-Motel Funding for the first half of the current year.
- 2. 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.
- 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 Hotel/Motel Fund. Any monies under-expended of the total funding allocated under this Agreement shall be refunded to Jefferson County by January 31, 2025.
- 4. By <u>February 28th</u> of each year provide the following information by reference for the previous year.
 - a. Each festival, event, or tourism facility owned and/or operated by organization.
 - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by organization 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.
- Scheduled Site Visits

LODGING TAX ADVISORY COMMITTEE REVIEW CONSIDERATIONS ~

In developing its recommendations, the Committee considers:

- The estimated amount of lodging tax receipts for the coming year provided by the County Administrator's Office.
- Operational adaptations or pivots that ensure future organizational success of tourism related activities and promotion.
- Thoroughness and completeness of the proposal.
- The relationship of proposed services to the areas of high priority identified by the Committee.
- Percent of the proposal request to the event/facility promotions budget and overall revenues.
- Percent of increase over prior year Jefferson County Lodging Tax funded proposal if any.

- Projected economic impact within the unincorporated Jefferson County, in particular projected overnight stays to be generated in lodging establishments in the unincorporated areas of Jefferson County.
- Requirements in State law for use of the tax, and the definitions in State RCW 67.28.080 for "tourism," "tourist," "tourism promotion," and "tourism-related facility."
- The applicant's history of promotion success, reporting history and financial stability.
- Committee member general knowledge of the community and tourism-related activities.

NOT CONSIDERED are requests for ~

- Services to be provided beyond calendar year 2025.
- Proposals from for-profit businesses (however, a government or nonprofit agency contracting with the County may itself contract with for-profit businesses as thirdparty vendors).
- Promotional activities that reach a target audience solely located within Jefferson County.

NOTE:

- On February 2, 2006, the State of Washington Attorney General's Office issued Opinion #AGO 2006 #4, which clarifies that a municipality may NOT provide advance payment to private organizations for tourism promotion. Payment must occur after the services have been performed and documentation in keeping with the contract is submitted to the County.
- The County may not pay for donated or volunteer services or pay more than the actual cost incurred by the contracting agency to provide the service.

5. Background Information -

Jefferson County's Lodging Tax.

The Lodging Tax is an excise (sales) tax authorized by State law in RCW 67.28, *Public Stadium*, *Convention*, *Arts and Tourism Facilities*.

In 1998, the State Legislature amended Chapter 67.28 of the Revised Code of Washington (RCW) to allow local governments to assess an additional 2% tax on lodging for tourism promotion and/or tourism-related facilities (sometimes referred to as "the new 2%"). In April 1999, the County Commission, by Ordinance, increased the County's Lodging Tax from a 2% to a 4% tax as allowed by RCW 67.28.

Jefferson County's Lodging Tax Advisory Committee.

Per RCW 67.28.1817, the State requires that local governments collecting the Lodging Tax establish a Lodging Tax Advisory Committee consisting of at least five (5) members:

The Chair – a member of the County Commission or their designee

2 members - representing the lodging industry

2 members - representing activities authorized to be funded by said tax

The Committee's role is advisory in nature, with the Committee's purpose being to advise the County Commissioners. The Committee must select the candidates from amongst the applicants applying for use of revenues and provide a list of such candidates and recommended amounts of funding to the County Commissioners for final determination.

In 1998, the Jefferson County Commissioners created such a Committee, and asked the Committee to establish an annual process to solicit and review proposals for tourism services eligible for lodging tax funding. Committee members are appointed by the County Commissioners as part of the County's regular advisory committee appointment process.

For additional information, contact ~

County Administrator's Office Jefferson County Courthouse 1820 Jefferson Street PO Box 1220 Port Townsend, WA 98368

Ph: 360-385-9102: Fax: 360-385-9382

e-mail: afmcknight@co.jefferson.wa.us





2025 Jefferson County LTAC grant budget Peninsula Trails Coalition/Olympic Discovery Trail

Proposed Budget

Item	Expense	Income
Hall Baetz Viewpoint Phase 2		
Site revegetation	\$5,000	\$0
Site fencing	\$5,000	\$0
Site safety features	\$5,000	\$0
Site signage	\$5,000	\$0
Sanicans County-wide – There are currently 3 sanicans, at the Port of Port Townsend, Trailhead Park in Cape George trailhead, and at Milo Curry trailhead. Only 2 are ADA compliant. Taking over this responsibility will allow us to move the location of the Port of Port Townsend sanican proximal to the present location and be an ADA compliant one. PTC plans to install 2 more, one north of the Discovery Bay trains, and one at the Gardiner Community Center. Each one cost \$2,300/year, with an additional \$400/month for units to be serviced twice a week, for a total cost of \$2,700 per sanican.		\$0
6 months of rental maintenance equipment. In 2023, the Peninsula Trails Coalition spent \$1,090 for 6 months of renting maintenance equipment for work on the Larry Scott Trail. Costs are yet to be known for 2024, and the cost will likely increase in 2025.	\$1,200.00	\$0
Purchase of one Stihl weed whacker for use throughout the Larry Scott Trail.	# 4.000.00	\$0
This is estimated to cost around \$1,000.	\$1,000.00	***
Total	\$35,700	\$0 *

^{*} There is no income associated with these items, though the PTC does generate income through other activity not within the scope of this grant.

	PENINSULA TRAILS COALITIO	N	2024	2024	2025	2025	2026	2026	COMMENTS
	INCOME:					-34			
	CONTRIBUTIONS INCOME	TIONIO							
	RESTRICTED CONTRIBU	TIONS	21,149		3,000		3,000		HBV
	UNRESTRICTED		74,000		74,000		74,000		ACTUAL 2023
	BEQUESTS		23,000		23,000		23,000		APPLE MKT VALUE 2024
	SUPPORTING EVENTS		19,000		19,000		19,000		ACTUAL 2023
	YEAR-END APPEAL		1,000		1,000		1,000		
	DIRECT MAIL CAMPAIGN		44,000		44,000		44,000		ACTUAL 2023
	ODT-EAGLEMOUNT		2,000		2,000		2,000		
	GIVE BIG/GIVING TUESDA	AY	5,000		5,000		5,000		
	MAP DONATIONS		7,000		7,000		7,000		
	TOTAL CONTRIBUTIONS IN	COME		196,149		178,000		178,000	
	INTEREST/DIVIDEND INCOM	4E		12 000		12 000		12 000	
	MEMBERSHIP DUES	VIE .		12,000		12,000		12,000	ACTUAL 2023
	GRANTS			15,000		15,000		133,100	LEMOLO; LTAC; 2026 MAPS, BROCHURES
		CECUIM		105,000		112,000			
	TRAVELER'S JOURNAL-P.A	., SEQUIM		3,429		4,500			ACTUAL
	BIKE TUNE-UP EVENT			7,000		7,000			ACTUAL
	ANNUAL ODT FUNDRAISER	R, NET		0		0		0	
	TOUR DE LAVENDER-NET	Ψ,		46,000	***********	46,000	************	46,000	2024 ACTUAL
	SALES/COMMISSIONS			1,200		1,200		1,200	
	ALPENFIRE ROYALTIES			0		0		0	
	WEB SPONSORSHIPS			3,000		3,000		3,000	
	TOTAL INCOME			388,778		378,700		399,800	
	EXPENSE:								
	ADMINISTRATION								
	OFFICE		3,000		3,000		3,000		
	OFFICE SUPPLIES		1,500		1,500		1,500		
	LICENSES & PERMITS		325		325		325		
	P. O. BOX & SITE RENTA	LS	4,500		4,500		4,500		
	WEBSITES		3,000		3,000		3,000	r e	
	CREDIT CARD PROCESS	SING FEES	2,000		2,000		2,000		
	DUES AND SUBSCRIPTION	ONS	5,100		5,100		5,100		CIVIC SOFTWARE;MAILCHIMP
	INVESTMENT MANAGEN	IENT EXPENSES	7,000		7,500		7,500		
	AWARDS & RECOGNITION	N	200		200		200		
	MISCELLANEOUS		800		200		200	OPVB GAT	HERING
	PS2P EXPENSES		15,000		15,000		15,000		ADDENDUM
	LEMOLO ADVISORS		35,000		42,000		42,000		LEMOLO
	SALES TAX		120		120		120		MINIMAL NON-TDL SALES
	CPA/AUDIT (AUDIT-\$10K	REVIEW-\$5K)	600		600		600		
	EXECUTIVE DIRECTOR	,	0		0		0		NEED REVENUES
	DEVELOPMENT DIRECT	OR	48,823	**********	71,400	*********	71,400		LEMOLO; NEW CONTRACT
	RELATIONSHIP MANAGE		80,375		118,300		118,300		NEW CONTRACT
		-							
	TOTAL ADMINISTRATION E	XPENSE		207,343		274,745		274,745	
	LIABILITY INSURANCE			5,863		6,449		7,094	PREMIUM INCREASE; 2024 ACTUAL
	POSTAGE AND DELIVERY			3,000		3,000		3,000	THEMION INCHERGE, 2024 ACTORE
	PRINTING AND REPRODUC	MOIT		300		300		300	
	BIKE TUNE-UP EVENT			400		400		400	
,	PROGRAM EXPENSE:			300		300		300	
	GIVE BIG/TUESDAY EXPEN	CEC							
	PROMOTION	SES		850		850		850	ANCHOR RECCULIEES
	NEWSPAPER ADS			12,500		8,000		13,500	ANCHOR BROCHURES
				2,000		2,000		2,000	SOUND PUBLISH. ADS
	STRATEGIC PLAN			0		4,000		0	***************************************
	DIRECT MAIL COSTS	DAM.		16,000		16,000		16,000	30K MAILERS
	TRAIL AMBASSADOR PROC	SRAM		40,500		40,500		40,500	CLALLAM & JEFFERSON
	SUPPLIES								
	VOLUNTEER RECEPTION	N	700		700		700		
	MISC. SUPPLIES	1 .	100		100		100		
	MAPS		21,800		6,200			GRANTS	
	ANNUAL MEETING		150		150		150		RENT
		-							
	TOTAL SUPPLIES			22,750		7,150		22,750	
	TRAIL EXPENDITURES								
		CD	0		22 500		22 500	DEFEDDE	D TO 2005
	TRAIL MAINTENANCE M	GR	1 500		22,500			DEFERRE	0 10 2025
	TRUCK EXPENSES		1,500		1,500		1,500		
	FLAGGER TRAINING		85		85		85		
	EQUIPMENT	L MATIL CAO	5,000		5,000			ACTUAL	
	TRAIL CONSTRUCT. INC	L. MATL, GAS	3,000		3,000		3,000		0.57
	HBV		116,346		0			NEW BUD	GET
	SUPPLIES,		1,000		1,000		1,000		
	SIGNAGE	mn.c==	1,250		1,250				JEFFCO PROJECTS
	WORK PARTY FOOD/BE	VERAGES	3,500		3,500		3,500		
	SANIKAN RENTALS		5,000		5,000		5,000		
	ECO-COUNTERS		1,600		1,400		500		DEDUCTIBLE & SUBSCRIPTION
	VOLUNTEER VESTS		1,000		1,000		1,000		
	TOTAL TRAIL MAINTENANC	.F		139,281	***************************************	45,235		44,335	
		_		100,201		73,233		44,333	
	TOTAL EXPENSE			451,087		408,929		425,774	
	NET INCOME			(62,309)		(30,229)		(25,974	
						========		========	

PENINSULA TRAILS COALITION	BUDGET VS. ACTU	JAL	EIGHT MOI	NTHS ENDE	D AUGUST	31, 2024
	INDESTRICTED	PERMANENTLY	TOTALO			/00 070/ OF V
	UNRESTRICTED FUNDS	RESTRICTED	TOTALS JAN-AUG	BUDGET	\$ OVER	(66.67% OF Y % OF
					BUDGET	BUDGET
INCOME: CONTRIBUTIONS INCOME						
RESTRICTED	2,135	10,000	12,135	35,000	(22,865)	34.7%
UNRESTRICTED SUPPORTING EVENTS	36,377		36,377	60,000	(23,623)	
YEAR-END APPEAL	12,807 505		12,807 505	17,000 1,000	(4,193) (495)	
DIRECT-MAIL CAMPAIGN	12,363		12,363	50,000	(37,637)	24.7%
ODT-EAGLEMOUNT FUND GIVING BIG/TUESDAY	30	940	940 30	1,500	(560)	62.7%
CARS PROGRAM	2,575		2,575			
BEQUESTS MAP DONATIONS	4,598	22,757	22,757	20,000	2,757	113.8%
WAF DONATIONS	4,596		4,598	7,000	(2,402)	65.7%
TOTAL CONTRIBUTIONS INCOME	71,389	33,697	105,086	191,500	(89,018)	
TOUR DE LAVENDER, NET	37,277		37,277	55,000	(17,723)	
INTEREST/DIVIDEND INCOME	1,368	6,975	8,343	25,000	(16,657)	33.4%
GRANTS MEMBERSHIP DUES	61,900 7,520	11,794	73,694 7,520	55,000 15,000	18,694 (7,480)	134.0% 50.1%
BIKE TUNE-UP EVENT	4,080	2,880	6,960	7,000	(40)	
PROGRAM FEES SALES, NET	3,429 527	151	3,429	4,500	(1,071)	
SPONSORSHIPS	250	151	678 250	2,500 3,000	(1,822)	
ALPENFIRE ROYALTIES	***			200	(200)	
GAIN (LOSS) ON INVESTMENTS MISCELLANEOUS INCOME	829 750	11,377	12,206 750	500		

TOTAL INCOME	189,320	66,874	256,194	359,200	(118,067)	
EXPENSE: ADMINISTRATION						
OFFICE EXPENSES				3,000	(3,000)	0.0%
OFFICE SUPPLIES	957		957	1,500	(543)	
LICENSES, PERMITS RENT-P. O BOX & SITE	91 2.590	640	91 3.230	350 4,500	(260) (1,270)	
WEBSITES	491		491	3,000	(2,509)	16.4%
CREDIT CARD PROCESSOR FEES DUES AND SUBSCRIPTIONS	680 2,983	66	746 2,983	1,500 3,600	(754) (617)	49.7% 82.9%
INVESTMENT MANAGEMENT EXPENSES		4,936	5,725	7,000	(1,275)	81.8%
AWARDS & RECOGNITION MISCELLANEOUS	720		720	200	(200)	
EXECUTIVE DIRECTOR	738		738	200 96,513	538 (96,513)	368.8% 0.0%
DEVELOPMENT CONTRACTOR	25,023		25,023	41,000	(15,977)	
PS2P EXPENSES RELATIONSHIP MGR	5,571 39,188		5,571 39,188	15,000 80,375	(41,187)	48.8%
TAXES-SALES	281		281	500	(219)	56.2%
CPA/AUDIT PROFESSIONAL FEES-LEMOLO, OTHER	650 17,800		650 17,800	1,000	(350)	65.0%
TOTAL ADMINISTRATION EXPENSE	97,831	5,641	103,473	259,238	(164,136)	39.9%
LIABILITY INSURANCE	5,863		5,863	5,060	803	115.9%
POSTAGE AND DELIVERY PRINTING AND REPRODUCTION	2,184 65	311	2,184 376	3,000	(816)	72.8% 188.0%
BIKE TUNE-UP EXPENSE	224	311	224	450	176 (226)	49.9%
PROGRAM EXPENSE:	209		209	400	(191)	52.2%
GIVE BIG/TUESDAY EXPENSE: PROMOTION	12,544	978	13.522	6.500	7.022	208.0%
NEWSPAPER ADS	1,250		1,250	2,000	(750)	62.5%
DIRECT-MAIL COSTS TRAIL AMBASSADOR PROGRAM	13,457	1.733	15,190	16,000 35,000	(16,000) (19,810)	0.0% 43.4%
TOTAL OTHER EXPENSES	35,797	3,021	38,818	68,610	(29,792)	56.6%
SUPPLIES						
VOLUNTEER RECEPTION MISC. SUPPLIES	2,021 218	69	2,021 287	3,000	(979) 87	67.4% 143.3%
MAPS	8,908	391	9,299	14,000	(4,701)	
ANNUAL MEETING	176		176	125	51	140.8%
TOTAL SUPPLIES	11,323	460	11,783	17,325	(5,542)	68.0%
TOAH EVOENDITURES						
TRAIL EXPENDITURES MAINTENANCE MGR	(41)		(41)	22,500	(22,541)	-0.2%
MAINTENANCE VEHICLE	1,348		1,348	3,000	(1,652)	44.9%
FLAGGER TRAINING EQUIPMENT	85 (90)	6,496	85 6,406	300 5,000	(215) 1,406	28.3% 128.1%
CONSTRUCT,, GAS, MATERIALS	(50)	1,039	1,039	6,450	(5,411)	
HBV TRAILHEAD SUPPLIES	70	47,811 422	47,811 492	95,000 1,000	(47,189)	
SIGNAGE	70	279	279	3,000	(508) (2,721)	
WORK PARTY FOOD/BEVERAGES	2,484	14	2,498	3,000	(502)	
SANIKAN RENTALS ECO-COUNTERS	4,860	589	4,860 589	5,000	(140)	97.2%
VOLUNTEER GEAR				1,000	(1,000)	0.0%
TOTAL TRAIL EXPENDITURES	8,715	56,650	65,365	145,250	(79,885)	45.0%
			=======	=======		=======
TOTAL EXPENSE	153,666	65,773	219,439	490,423	(279,355)	44.7%
CHANGE IN NET ASSETS FROM OPERATIONS	35,654	1,101	36,755	(131,223)	167,978	
UNREALIZED GAIN (LOSS) ON INVESTMENTS	10,591	38,151	48,742			
NET LIQUID ASSETS, BEGINNING OF YEAR	136,622	781,805	918,427			
RESTRICTION OF ASSETS						
NET LIQUID ASSETS, END OF PERIOD	\$182,867		\$1,003,924			

PENINSULA TRAILS COALITION

Board of Directors

Contact Info, as of October 3, 2024

Name	Location Address
Anderson, Brian	723 Taylor Cutoff Rd.
	Sequim, WA 98382
Bohman, Jeff	3753 S. Canyon Cir.
	Port Angeles, WA 98362
Dolansky, John	10 Victoria View
	Sequim, WA 98382
Erickson, Molly	315 Hillstrom Rd.
	Forks, WA 98331
James, Rich	2813 E. Bay St.
	Port Angeles, WA 98362
Little, Jeni	545 Lincoln St
	Port Townsend, WA 98368
Mantell, Jim	194 Kala Heights Dr.
	Port Townsend, WA 98368
Mount, Merrily	119 Harolds Hollow
900	Port Ludlow, WA 98365
Petersen, Bob	215 Lower Adelma Beach Rd.
	Port Townsend, WA 98368
Sarles, Judy	134 Blue Shadow Lane
	Port Angeles, WA. 98362
Stevenson, Andy	653 Seal Rock Rd.
4 3 T	Port Angeles, WA 98363
Taylor, Gordon	2103 W. 8th St.
	Port Angeles, WA 98362
Whitlow, Jan	754 Hoare Rd.
	Port Angeles, WA 98363
Willott, Don	503 S Edwards
	Port Townsend, WA 98368,



West Peninsula

ted and sparsely populated, the Olympic Discovery Trail Angeles offers some of the most impressive views along north shore of Lake Crescent (on the Spruce Railroad of the ODT) and the Pacific Coast at either LaPush or are striking. Lodging and food services along this route

LTAC Grant Award Agreement for PENINSULA TRAILS COALITION

and Beaver, the City of Forks and the tribal community of LaPush on the Pacific Coast represent convenient break points along the trail. The ODT extends across the ancestral homelands of several Native h, Quileute, Makah, Lower Elwha Their history, culture, lifestyles, art, and re woven throughout atural resources are

GREAT AMERICAN RAIL-TRAIL

East Peninsula

The more densely populated eastern half of the Olympic Discovery Trail features several charming towns and a mixture of forested foothills, scenic coastal areas, rich agricultural lands, and rural neighborhoods. It offers an impressively wide range of experiences and activities that can be enjoyed in conjunction with traveling the ODT. Anchored by one of America's great national parks, Olympic National Park, the area supports many recreational opportunities. arts communities, and agricultural operations.

In a single day, you can visit lavender farms, an organic dairy operation, wineries, breweries, cideries, distilleries, organic produce farms, berry fields, and orchards. A single day could also include niking, kayaking, sightseeing, rock climbing, fishing, and other reation. The towns of Port Townsend, Sequirn, and Port Angeles er festivals, performances, galleries, theaters, and events rughout the year. At the end of your full day, diverse lodging and

dining opportunities match the diversity of all the other offe the Peninsula. Lodging options along the ODT can be found olympicpeninsula.com/lodging. Be sure to check out the C Culinary Loop to see the array of culinary possibilities: olympicculinaryloop.com

Trail users have opportunities year-round to experience th its sister trail, the Olympic Adventure Trail (known as the C west of Port Angeles). Runners, walkers, bicyclists, and kar participate or compete in events including the North Olyr Discovery Marathon, the Tour de Lavender, the Ride the the Big Hurt, the Frosty Moss, the Run the Peninsula sc Run, the GOAT Run, and others. To learn more about trail events, and the organic development of the ODT, present olympicdiscoverytrail.org

Trail Notes:

The Larry Scott Trail Segment of the ODT is the eastern 7.3 miles, from Port Townsend to Four Corners Rd. & Hwy 20, its current end.

The ODT Description:

The ODT Route from Four Corners Rd. to Discovery Bay currently utilizes HWY 20. (this road has narrow or no shoulders and is a high traffic road USE EXTREME CAUTION)

FOR Pure for CAUTION)

- Tot Pure for CAUTION

- T

For Buses from Port Townsend to Sequence County Transit 360-383-4777
At Discovery Bay, the ODT is on HWY
Off 1.5 miles) to new trail section between rucking Company & Railroad Cars and en onto Old Gardiner Rd.

ien onto Old Gardiner Rd.
Old Gardiner Rd. Broders Rd. then uses HWY 101.
1.5 miles to reconnect to Old Gardiner Rd.
At the end of Old Gardiner Rd., proceed 100 yds.
d turn right on Diarnond Point Rd. to access the
nithead.

Heading East from the ODT at Discovery

V, take US 101 & SR 104 to the Hood Canal

ess Points Port Townsend- At the PT Boatyard- 1 Mile South of City Port Townsend- At the PT Boahyard- I have seen of Center, Parking, toilets, water.

Cape George – On Cape George Rd. – 0.7 miles west of Viscovery Rd. Parking, horse loading, toilet, water.

Villo Curry – At the intersection of S. Discovery Rd. & Milo Lurry Rd. – Parking, horse loading, toilet. iamond Point Rd. – Parking, toilet. I yn Pullout – On HWY 101 at southern ap of Seguim Bay.

Rules and Etiquette



Trail users are asked to be courteous to fellow trail users and respectful of property owners adjacent to the trail. Many property owners have granted easements to allow trail construction, and many volunteers have given thousands of hours of labor to build and

his wonderful facility.

I User Rules:

no trace.

t private property. Stay on the trail. ective devices and lights at night. ution at road and driveway crossings. the right side of trail. There is two-way traffic-rized vehicles (except electric assist bicycles

afety of others.

Let's go... Walking! Cycling Exploring

Pedestrian Rules:

Stay as far to the right as possible and walk no more than two abreast to allow other trail users to users to safely pass.

Yield to equestrians. Ask riders for guidance Dogs must be on a leash and under control at all times. Please Clean Up after pets.

Make way for faster users.

Bicyclist Rules:

Keep to the right, Pass to the Left.

Always use safe speeds. Slow down in crowded areas.

· Alert other users with bell or voice before passing. Overtake on left. Reduce speed to pass safely.

Approach horses slowly. Ask riders for guidance. Avoid loud/startling noises.

Equestrian Rules:

 Riders are responsible for maintaining control over horses at all times.

Help other users pass safely. Provide

instructions. Keep to the right, Pass to the Left. Remove horse manure. Kick droppings off the

trail Use the horse path or move to the side of the

trail to allow others to pass safely.

 Cantering/galloping on the trail endangers everyone and may damage trail surface.

In an emergency, dial 911

To Support the Olympic Discovery Trail go to: www.olymplcdiscoverytrail.org/donate Or Mail Donations to:

Peninsula Trails Coalition vidual is responsible for his/her own safety ement to Provide X 1836, Red Angeles, WA 98362

East Sound & Bay



Port Townsend - Blyn



Painting by Larry Eifert

Provided by



Spend a day in the quaint Victorian Town of Port Townsend and visit Ft. Worden State Park The eastern portal of the ODT begins at the boatvard in Port Townsend and extends ODT - East boatyard in Port Townsend and extends



approximately 27 miles from Puget Sound to community of Blyn at the tip of Sequim Bay.

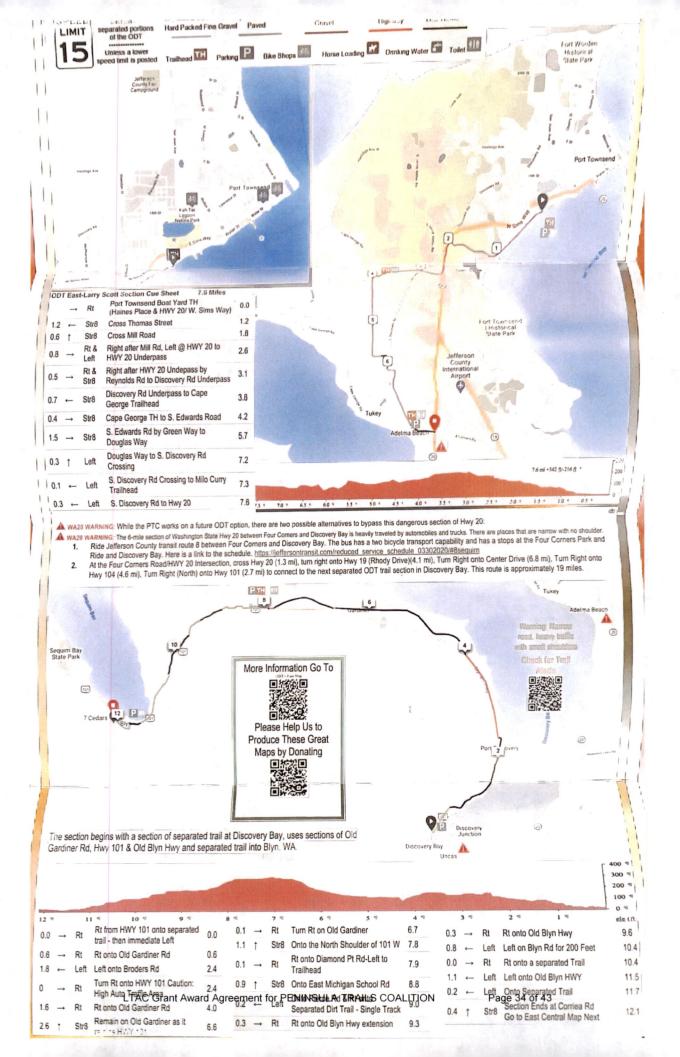
Of this, 7.3 miles are completed pathway, a approximately 20 miles of this segment is not approximately 20 miles of the segment is not approximately 20 miles of this segment is not approximately 20 miles of paved roads. There are 4 supported trailhea and more will be added as sections of the tr are completed.

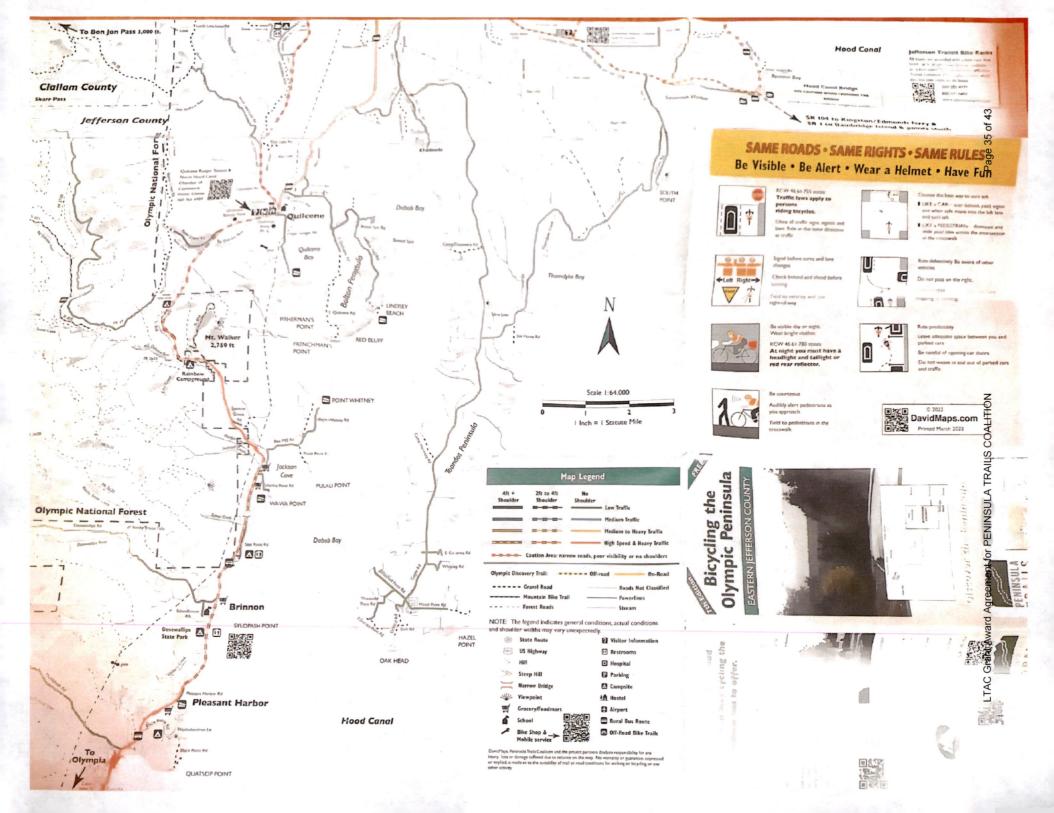
Whether you arrive by car, plane, or ferry come and spend one day or several in and around Port Townsend before you begin you adventure across the Olympic Peninsula ODT

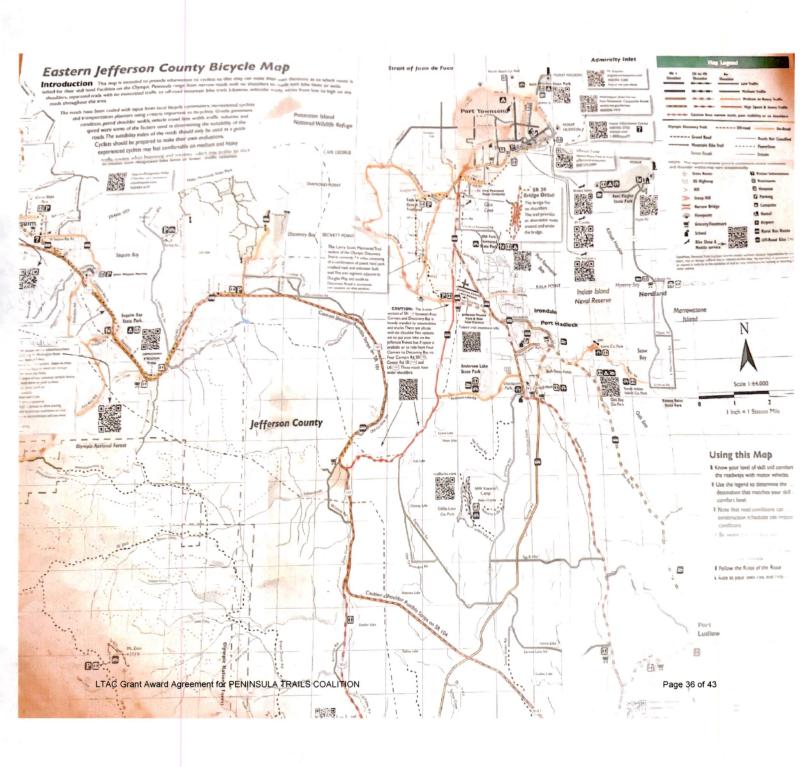
On the Trail from Port Townsend, you'll descend the Quimper Peninsula to the sc tip of Discovery Bay, named in 1792 by George Vancouver, after his ship, the HI Discovery. Capt. Vancouver thoroughly explored the Strait of Juan de Fuca, Pu Sound and named many geographical in the region: the Dungeness, Olympic Mountains, and Hood Canal.

From Discovery Bay, the route of the follows Old Gardiner Rd, with short se Hwy 101. As you approach Blyn, the follows Old Blyn Hwy. The trail resum Rd. & Old Blyn Hwy, 0.6 from Blyn, the Jamestown S'Kallam Tribal Head and the Longhouse Market & Deli, a Seven Cedars Casino.

> This map is made possi donations from trail lovers









Department of Public Works

Jefferson County, Washington

623 Sheridan Street Port Townsend, WA 98368 360-385-9160

September 30, 2024

Jeff Bohman Board President Peninsula Trails Coalition P.O. Box 1836 Port Angeles, WA 98362

Re: Jefferson County ODT Portable Restroom Maintenance & Operation

Dear Jeff,

This letter is to inform you of Jefferson County Public Works support, and appreciation, for the Peninsula Trails Coalition (PTC) including Jefferson County's portable restroom facilities along the Larry Scott segment of the Olympic Discovery Trail in an upcoming Lodging Tax Advisory Committee funding request. It is our understanding that if the PTC is successful, PTC would assume responsibility for the Jefferson County facilities located at the Port of Port Townsend trailhead, Trailhead Park in Cape George, the Milo Curry trailhead, and potential facilities at the Gardiner Community Center. We appreciate PTC's coordination and cooperation in this matter.

Sincerely

Eric Kuznia

Deputy Public Works Director

Jefferson County Public Works

CC: Merrily Mount

EXHIBIT C 1st QUARTER afmcknight@co.jefferson.wa.us

Due by April 30th to

Organi	zati	on:						
Contac	t pe	erson:						
Mailin	g A	ddress:						
Phone	Nur	mber/Email:						
1.	LI	TAC Funds received fr	om Jefferso	n County 1	st QTR:			
	14	ORGANIZATION	Amount Awarded by Jefferson County	From Jefferson County	Overspent (+) Underspent (-) of LTAC funds	Refund Required	TOTAL 1st QTR LTAC FUNDS SPENT	
2.	fui	FAC funds spent by younds spent with an itemion payment,):					_	
3.	LT	CAC funds balance rem	naining 1st C	TR:				
4.	Ple	ease attach your organi	zation's rer	ort for all r	evenue mark	eting servic	es programs and	
4.		tivities of the prior qua		ort for all i	evenue, mark	eting, servic	es, programs and	
Act, R	CW	t and any attachments Chapter 42.56. A mi made, contracts exec	inimum of	six years, l	RECIPIENT S	shall mainta	in documented proof	of
		County. Upon reasonab		RECIPIENT	shall provide	e access to Jo	efferson County or Sta	ate

EXHIBIT C 2nd QUARTER

Due by July 31st to

afmcknight@co.jefferson.wa.us

Organization:

Contact person	:						
Mailing Addre	ss:						
Phone Number	/Email:						
1. LTAC	Funds received from	Jefferson (County 2 nd	QTR:			
					7		
	ORGANIZATION	Total Amount Awarded by Jefferson County	Total Received From Jefferson County	Overspent (+) Underspent (-) of LTAC funds	Refund Required	TOTAL 1st QTR LTAC FUNDS SPENT	TOTAL 2 nd QTR LTAC FUNDS SPENT
	1,000						
funds s	funds spent by your spent with an itemize ayment,):						
1. LTAC	funds balance remain	ning 2 nd QT	R:				
	attach your organizaties of the prior quart		t for all rev	enue, marketi	ng, services	, programs a	and

This report and 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 years, RECIPIENT shall maintain documented proof of payments made, contracts executed and other expenditures authorized under your Agreement with Jefferson County. Upon reasonable notice, RECIPIENT shall be able to provide access to Jefferson 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 r	eceived from	n Jefferson	County 3 rd Q7	ΓR:			
ORGANIZATION	Total Amount Awarded by Jefferson County	Total Received From Jefferson County	Overspent (+) Underspent (-) of LTAC funds	Refund Required	TOTAL 1st QTR LTAC FUNDS SPENT	TOTAL 2 nd QTR LTAC FUNDS SPENT	TOTAL 3 rd QTR LTAC FUNDS SPENT
2. LTAC funds spand funds spent wireceipts from paym	th an itemize nent,):	ed statemen	t and supporti			_	
2. LTAC funds be	alance remai	ining 3 rd Q7	ΓR:				

This report and 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 years, RECIPIENT shall maintain documented proof of payments made, contracts executed and other expenditures authorized under the Agreement with Jefferson County. Upon reasonable notice, you shall be able to provide access to Jefferson County or State representatives to audit those records.

3. Please attach your organization's report for all revenue, marketing, services, programs and

activities of the prior quarter.

EXHIBIT C 4th QUARTER

Due by January 31st to

afmcknight@co.jefferson.wa.us

Organization:

Contact norsens								
Contact person:								
Mailing Address:								
Phone Number/Em	ail:		,					
1. LTAC Fun	ds received	l from Jeffe	rson County 4	th QTR:				
ORGANIZATION	Total Amount Awarded by Jefferson County	Total Received From Jefferson County	Overspent (+) Underspent (-) of LTAC funds	Refund Required	TOTAL 1st QTR LTAC FUNDS SPENT	TOTAL 2 nd QTR LTAC FUNDS SPENT	TOTAL 3rd QTR LTAC FUNDS SPENT	TOTAL 4 th QTR LTAC FUNDS SPENT
	t with an ite						ling activities a	
3. LTAC fund	de balanca t	romaining 4	th OTP					

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, RECIPIENT shall maintain documented proof of payments made, contracts executed and other expenditures authorized under your Agreement with Jefferson County. Upon reasonable notice, RECIPIENT shall provide access to Jefferson County or State representatives to audit those records.

EXHIBIT D

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.

	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* Facilit	ty* Marketing*
5 Activity Start Date*:	
6 Activity End Date*:	
7 Total Cost of Activity: \$	1
8 Amount Requested: \$	计数据 医多种性 医多种性 医多种性 医多种性
9 Amount Awarded: \$	
10 Overall Attendance*	13 Number of Attendees Who Stayed Overnight in Unpaid Accommo
a) Projected*	a) Projected*
b) Actual*	b) Actual*
c) Methodology (Check One): Direct Count*	c) Methodology (Check One): Direct Count*
☐ Indirect Count* ☐ Representative Survey*	Indirect Count* Representative Survey*
Informal Survey* Structured Estimate*	Informal Survey* Structured Estimate*
Other (explain):	Other (explain):
11 Number of Attendees Who Traveled 50 Miles or More*	14 Number of Attendees Who Stayed Overnight in Paid Accommoda
a) Projected*	a) Projected*
b) Actual*	b) Actual*
c) Methodology (Check One): Direct Count*	c) Methodology (Check One): Direct Count*
☐ Indirect Count* ☐ Representative Survey*	Indirect Count* Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*	Informal Survey* Structured Estimate*
Other (explain):	Other (explain):
12 Number of Attendees Who Traveled from Another State or Country*	15 Number of Paid Lodging Nights*
a) Projected*	a) Projected*
b) Actual*	b) Actual*
c) Methodology (Check One): Direct Count*	c) Methodology (Check One): Direct Count*
☐ Indirect Count* ☐ Representative Survey*	Indirect Count* Representative Survey*
	☐ Informal Survey* ☐ Structured Estimate*
☐ Informal Survey* ☐ Structured Estimate*	
Informal Survey* Structured Estimate* Other (explain):	Other (explain):
Other (explain):	

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.