

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
FROM: Adiel McKnight, Executive Assistant
DATE: December 5, 2022
SUBJECT: AGREEMENT re: 2023 Hotel Motel (Lodging Tax) Grant Funding; In the Amount of \$50,000; Jefferson County Parks and Recreation

STATEMENT OF ISSUE:

This agreement provides grant funding for 2023 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 October 28, 2022 and reviewed request for proposals. This funding has been budgeted from the Hotel Motel (Lodging Tax) Fund, and approved by the Board of County Commissioners on November 21, 2022.

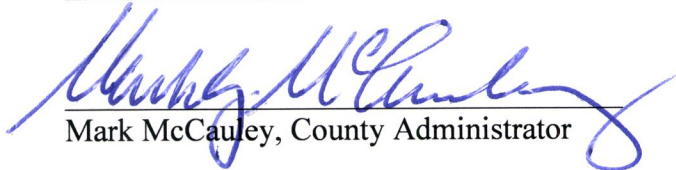
FISCAL IMPACT:

Jefferson County Parks and Recreation \$50,000

RECOMMENDATION:

Approve and sign the agreement.

REVIEWED BY:


Mark McCauley, County Administrator

11/30/22
Date:

**AGREEMENT FOR 2023 HOTEL-MOTEL FUNDING FOR TOURISM SERVICES
JEFFERSON COUNTY PARKS AND RECREATION DIVISION**

This Agreement is by and between JEFFERSON COUNTY (hereinafter known as "COUNTY" and JEFFERSON COUNTY PUBLIC WORKS PARKS AND RECREATION DIVISION (hereinafter known as "JCPR").

WHEREAS, JCPR is a Government Agency of the State of Washington; and

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

WHEREAS, the Jefferson County Lodging Tax Advisory Committee reviewed and recommended funding the lodging tax proposal by Jefferson County Parks and Recreation to implement a strategy for the unincorporated area of Jefferson County to promote tourism activities and maintain the operation of certain County facilities;

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

SECTION 1: SERVICES TO BE PERFORMED

JCPR shall use its capabilities and utilize the funding provided under this agreement to continue and update the ongoing performance of the following tourism promotion services and operation of certain County facilities, as outlined below:

1. JCPR shall use its capabilities and utilize up to \$50,000 of funding provided under this agreement to promote and continue the operation of Lake Leland Campground, Upper and Lower Oak Bay Campground and Quilcene Campground, restricted to any of the eligible items in the itemized list of proposed tourism promotion services, a copy of which is incorporated herein as Exhibit A.

SECTION 2: RESPONSIBILITIES OF JEFFERSON COUNTY PARKS AND RECREATION:

1. On or before January 31; April 30; July 31; October 31, 2023; and January 31, 2024, provide to the COUNTY:
 - A quarterly report of the use, services, programs and activities of JCPR under this Agreement for the prior quarter;
 - A quarterly financial statement detailing revenues, expenses and cash balances for the prior quarter; and for the final quarter report, the financial statement shall also include a detailed financial statement for all 2020.
2. On or before January 31, 2023 OR upon execution of this agreement, whichever is later, provide to the COUNTY:
 - A billing statement requesting payment of Hotel-Motel Funding for the current year.

3. For a minimum of six (6) years, maintain documented proof of payments made, contracts executed, and other expenditures authorized under this Agreement. Upon reasonable notice, provide access to County or State representatives to audit those records.
4. Funding provided by this Agreement may only be expended on the services described in Section 1 of this Agreement. Any monies used for other services or purposes shall be refunded to Jefferson County. Any monies under-expended of the total funding allocated under this Agreement shall be refunded to Jefferson County by January 31, 2024.
5. By **February 28th** of each year provide the following information on Exhibit B, attached hereto and incorporated by reference for the previous year.
 - a. Each festival, event, or tourism facility owned and/or operated by JCPR.
 - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by JCPR on each festival, event or tourism facility.
 - c. Estimated number of tourists served at each festival, event or tourism facility. ("Tourist" includes persons traveling more than 50 miles to the location of the event, festival or facility and overnight stays in the area).
 - d. Estimated lodging stays. ("Lodging" refers to commercial lodging such as hotels, motels, resorts, bed and breakfasts, or commercial campgrounds).
 - e. Measurements that demonstrate the impact of increased tourism attributable to the event, festival or facility.

SECTION 3: RESPONSIBILITY OF JEFFERSON COUNTY

1. The COUNTY will transfer funding to JCPR from Hotel-Motel Tax receipts to be used in support of their responsibilities as defined under this agreement.
2. Said funding is in the sum of \$50,000 for 2023. Payment is to be predicated on submittal of reports defined in Section 2. Payment will be made by the COUNTY upon receipt of an invoice on the next available billing cycle.

SECTION 4: TERM

This Agreement shall be for a term of one year, commencing on January 1, 2023 and ending on December 31, 2023, except for the reports referenced in Section 2, due January 31, 2024 and February 28, 2024. All activities performed pursuant to this Agreement within its term and prior to its execution are hereby ratified.

SECTION 5: ASSIGNMENT

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

SECTION 6: MODIFICATION

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

SECTION 7: TERMINATION

The Agreement may be terminated, in whole or in part, by the County upon thirty (30) days written notice in the event expected or actual revenue from the Hotel-Motel Tax is reduced or limited in any way, or for non-performance of duties under this Agreement, or for any reason. JCPR 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, JCPR shall refund to the COUNTY a pro-rated share of the payment based upon the balance of time remaining in the paid period, unless otherwise negotiated.

SECTION 8: COMPLIANCE WITH LAWS

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

SECTION 9: DISCRIMINATION PROHIBITED

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

SECTION 10: INTEGRATED AGREEMENT

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

APPROVED and signed this day of 2022

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Carolyn Gallaway, CMC
Clerk of the Board

Heidi Eisenhour, Chair

Approved as to Form:

**JEFFERSON COUNTY PARKS &
RECREATION DIVISION**



November 22, 2022

Philip C. Hunsucker,
Chief Civil Deputy Prosecutor

Monte Reinders
Public Works Director/County Engineer

EXHIBIT A **Itemized List of Proposed Tourism Promotion Services**

Jefferson County Parks and Recreation, Oak Bay, Lake Leland, and Quilcene Campgrounds LTAC 2023

FUNDED 2016-2022

Maintenance, Operations, & Promotion of County Campgrounds

Total Grant Request \$57,233

Section 3 Attachment

Proposed 2023 Budget

Itemized List of 2023 Proposed Services Expense Budget

Services Provided	Lake Leland Campground	Quilcene Campground	Upper & Lower Oak Bay Campgrounds	Total
Staff maintenance: 2 hours/day, 5 days/week, 8 mo/year	\$ 9,920	\$ 9,920	\$ 9,920	\$ 29,760
Truck	\$ 843	\$ 843	\$ 843	\$ 2,528
Utilities	\$ 2,225	\$ 2,225	\$ 2,225	\$ 6,675
Equipment & supplies	\$ 2,091	\$ 2,091	\$ 2,091	\$ 6,274
Tree service	\$ 1,030	\$ 1,030	\$ 1,030	\$ 3,090
Customer service 8am to 5pm	\$ 1,391	\$ 1,391	\$ 1,391	\$ 4,174
Website www.countyrec.com	\$ 1,073	\$ 1,073	\$ 1,073	\$ 3,218
Rack card	\$ 505	\$ 505	\$ 505	\$ 1,516
Total	\$ 19,078	\$ 19,078	\$ 19,078	\$ 57,233

2023 Proposed Revenue Budget

Revenue	Leland	Quilcene	Oak Bay	Total
LTAC Funds	\$ 19,078	\$ 19,078	\$ 19,078	\$ 57,233

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

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

1 Organization Name: _____ Reporting Year: _____

2 Sponsor Type (Check One): ☐ 501(c)(3) ☐ 501(c)(6) ☐ Local Jurisdiction ☐ Other (Explain): _____

3 Activity Name: _____

4 Activity Type (Check One): ☐ Event/Festival* ☐ Facility* ☐ Marketing*

5 Activity Start Date*: _____

6 Activity End Date*: _____

7 Total Cost of Activity: \$ _____

8 Amount Requested: \$ _____

9 Amount Awarded: \$ _____

10 Overall Attendance*

a) Projected* _____

b) Actual* _____

c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

11 Number of Attendees Who Traveled 50 Miles or More*

a) Projected* _____

b) Actual* _____

c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

12 Number of Attendees Who Traveled from Another State or Country*

a) Projected* _____

b) Actual* _____

c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

13 Number of Attendees Who Stayed Overnight in Unpaid Accommodations*

a) Projected* _____

b) Actual* _____

c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

14 Number of Attendees Who Stayed Overnight in Paid Accommodations*

a) Projected* _____

b) Actual* _____

c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

15 Number of Paid Lodging Nights*

a) Projected* _____

b) Actual* _____

c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☒ Other (explain): _____

* See Lodging Tax Yearly Reporting Definitions Instructions

Name of Individual Who Prepared Report: _____

Phone #: _____ E-Mail Address: _____

RETURN THIS FORM TO:

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

DEADLINE: February 28th of Each Reporting Year

LTAC Yearly Reporting Definitions/Instructions

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

Activity Date: Activity beginning and ending dates.

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

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

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

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

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

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

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

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

Other: (please describe)

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

Total Attendees Traveling 50 miles or more:

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

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

Attendees who stayed overnight:

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

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

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

EXHIBIT C 1st QUARTER

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

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

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

2. LTAC funds spent by your organization 1st QTR (include 200 word limit regarding activities and funds spent with supporting documentation ie: reports outlining LTAC funds,):

3. LTAC funds balance remaining 1st QTR:

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

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

EXHIBIT C 2nd QUARTER

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

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

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

1. LTAC funds spent by your organization 1st QTR (include 200 word limit regarding activities and funds spent with supporting documentation ie: reports outlining LTAC funds,):

2. LTAC funds balance remaining 1st QTR:

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

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

EXHIBIT C 3rd QUARTER

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

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

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

2. LTAC funds spent by your organization 1st QTR (include 200 word limit regarding activities and funds spent with supporting documentation ie: reports outlining LTAC funds,):

3. LTAC funds balance remaining 1st QTR:

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

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

EXHIBIT C 4th QUARTER

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

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

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

2. LTAC funds spent by your organization 1st QTR (include 200 word limit regarding activities and funds spent with supporting documentation ie: reports outlining LTAC funds,):

3. LTAC funds balance remaining 1st QTR:

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

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