JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

CONSENT AGENDA REQUEST

TO:

Board of County Commissioners

FROM:

Mark McCauley, County Administrator

DATE:

June 5, 2023

SUBJECT:

Agreement: Management of the Gateway Visitor Center: Tourism

Coordinating Council (TCC)

STATEMENT OF ISSUE: The Jefferson County Historical Society (JCHS) has managed the Gateway Visitor Center located near the intersection of Highways 19 and 104 for many years. On October 24, 2022 Shelly Leavens, then Executive Director of JCHS, notified the County via letter that JCHS no longer wished to manage the facility. JCHS graciously offered to work with the County and any successor organization to ensure a smooth transition.

Jefferson County issued a Request for Proposals on January 25, 2023 seeking proposals from organizations interested in managing the facility. We received one proposal from TCC.

The County met with both JCHS and TCC to discuss the transition and to develop a plan. It was agreed that the County would convene the Lodging Tax Advisory Committee (LTAC) and request \$15,000 to cover additional cost (mostly personnel) during the transition and \$30,000 to cover needed deferred maintenance and to give the facility a "fresh" look. LTAC approved both and recommended to the Board of County Commissioners that they approve such funds, which the Board did on March 13, 2023.

ANALYSIS: The attached proposed contract with TCC will enable the transition to occur and will ensure continuity of management of the Gateway Visitor Center.

FISCAL IMPACT: This agreement adds \$15,000 to the cost of managing the Gateway Visitor Center. This cost will be covered by Fund 125, the Lodging Tax Fund.

RECOMMENDATION: That the Board approve the attached agreement with TCC.

REVIEWED BY:

Mark McCauley, County Administrator

5/23/23 Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH:	Tourism Coor	dinating Council (TCC)		Contract No: TCC GVC 2023
Contract For: Gat	eway Visitor C	enter Management	Term: Thro	ough December 31, 2023
COUNTY DEPART	MENT: County	Administrator		
Contact Person:	Mark Mo	Cauley		
Contact Phone:	360-385	-9130		,
Contact email:	mmccau	lley@co.jefferson.wa.us		
AMOUNT: \$68			PROCESS:	Exempt from Bid Process
	Revenue:			Cooperative Purchase
	Expenditure:	\$68,465		Competitive Sealed Bid
Matching Fur		N/A	_	Small Works Roster
Sources(s) of Ma	_	N/A		Vendor List Bid
	Fund #	125		RFP or RFQ
M	unis Org/Obj	125	1	Other:
APPROVAL STEPS:				
STEP 1: DEPARTMEN	T CERTIFIE	// // / / / / /	H JCC <u>37.55.080</u>	AND CHAPTER 42.23 RCW.
CERTIFIED: N	/A:	Mull M	Elule	5/23/23
		Signature		Date /
				OR CONTRACTING WITH THE
	CTOR) HAS	NOT BEEN DEBARI	RED BY ANY	FEDERAL, STATE, OR LOCAL
AGENCY.		11, 11 110	9/1, 1	(=1-1-
CERTIFIED: I N	/A:	June 1/11	the	5/23/23
		Signature		/ Date
STEP 3: RISK MANAC	GEMENT REV	/IEW (will be added ele	ctronically throu	igh Laserfiche):
Electronically ann	roved by Ris	sk Management on 5	3/23/2023	
Licotroring app	rovou by rue	in management on c	,, 20, 2020.	
STEP 4: PROSECUTIN	NG ATTORNE	EY REVIEW (will be ad	ded electronicall	v through Laserfiche):
		(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,
Electronically app	roved as to	form by PAO on 5/2	5/2023.	
				•
STEP 5: DEPARTM PROSECUTING ATTO			RESUBMITS T	O RISK MANAGEMENT AND
STEP 6: CONTRACTO	OR SIGNS			

STEP 7: SUBMIT TO BOCC FOR APPROVAL

AGREEMENT FOR 2023 HOTEL-MOTEL FUNDING FOR TOURISM SERVICES JEFFERSON COUNTY TOURISM COORDINATING COUNCIL OLYMPIC PENINSULA GATEWAY VISITOR CENTER

This Agreement is by and between JEFFERSON COUNTY (hereinafter known as "COUNTY" and the <u>JEFFERSON COUNTY TOURISM COORDINATING COUNCIL OLYMPIC PENINSULA GATEWAY VISITOR CENTER</u> (hereinafter known as "GATEWAY VISITOR CENTER").

WHEREAS, the GATEWAY VISITOR CENTER is operating in partnership with Jefferson County under RCW 35.21.700 and RCW 67.28.120 of the State of Washington; and

WHEREAS, the COUNTY desires to promote tourism by providing information to guests, supporting and staffing the Gateway Visitor Center in unincorporated Jefferson County, as well as promoting tourism through participation at workshops, conferences and regional organizations, as authorized by Chapter 67.28 RCW and Jefferson County Code Chapter 3.25; and

WHEREAS, the COUNTY wishes to create and operate a visitor center that can be a destination itself, a place to learn about Jefferson County and visitors can be encouraged to spend time in the County, not just a place to pick up brochures; and

WHEREAS, the COUNTY envisions that the GATEWAY VISITOR CENTER will create opportunities to generate revenue through gift shop sales, charges for services (stocking brochures, etc.), all of which will be retained by the GATEWAY VISITOR CENTER; and

WHEREAS, management of the visitor center will be at no cost to the GATEWAY VISITOR CENTER with all reasonable expenses being paid for by the COUNTY; and

WHEREAS, the Jefferson County Lodging Tax Advisory Committee reviewed and recommended funding the lodging tax proposal by the JEFFERSON COUNTY GATEWAY VISITOR CENTER to operate the Gateway Visitor Center;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein, the parties agree as follows:

SECTION 1: SERVICES TO BE PERFORMED

The GATEWAY VISITOR CENTER shall use its capabilities and utilize up to \$68,465 provided under this agreement to continue and update the ongoing performance of the following tourism promotion services, as outlined below and consistent with the Itemized List of Proposed Tourism Promotion Services and Lodging Tax Budget a copy of which is incorporated herein and attached hereto as Exhibit A:

 Act as a pass-through agency for the purpose of staffing and operating the Gateway Visitor Center, including scheduling hours of operation, receiving and processing information requests, routine grounds maintenance, payment of utilities and other

Page: 1 of 13 Jefferson County Tourism Coordinating Counsel – Olympic Peninsula Gateway Visitor Center

- activities necessary to maintain the Gateway Visitor Center as a point of visitor contact and education.
- 2. Act as a pass through providing free display for the purpose of providing the staff function to represent the COUNTY on local, regional, and statewide tourism organizations and activities to promote tourism in the unincorporated areas of Jefferson County. Also providing a refined outdoor display area including informative publications with QR Codes, other direct links to websites, and phone numbers for a 24-hour, 7 day a week informative center and perform additional tourism promotion activities consistent with the Itemized List of Proposed Promotion Services attached hereto and incorporated herein as Exhibit A.

SECTION 2: RESPONSIBILITIES OF THE GATEWAY VISITOR CENTER

- 1. On or before July 31; October 31, 2023; and January 31, 2024, provide to the COUNTY: see Exhibit C, attached hereto and incorporated;
 - A quarterly report of the use, services, programs and activities of the Gateway Visitor Center 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 of 2023.
- 2. Submit orders and invoices from marketing vendors to the County Administrator's Office for payment by the County out of budgeted funding allocated for TCC activities consistent with this Agreement.
- 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.
- 5. By <u>February 28th</u> of each year provide the following information on Exhibit B, attached hereto and incorporated by reference for the previous year.
 - a. Each festival, event, or tourism facility owned and/or operated by Gateway Visitor Center.
 - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by the Gateway Visitor Center 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).

Page: 2 of 13 Jefferson County Tourism Coordinating Counsel – Olympic Peninsula Gateway Visitor Center

- d. Estimated lodging stays. ("Lodging" refers to commercial lodging such as hotels, motels, resorts, bed and breakfasts, or commercial campgrounds).
- e. Measurements that demonstrate the impact of increased tourism attributable to the event, festival or facility.

SECTION 3: RESPONSIBILITY OF JEFFERSON COUNTY

- 1. The COUNTY will provide the GATEWAY VISITOR CENTER funding from Hotel-Motel Tax receipts to be used in support of their responsibilities as defined under this agreement.
- 2. Said funding is in the sum of \$68,465 for 2023. Payments are to be predicated on submittal of reports defined in Section 2. Payment will be made by the COUNTY upon receipt of an invoice on the next available billing cycle.
- 3. The County shall establish a Fund 125 revolving checking account, and the County Administrator's Office may use it to pay time-sensitive orders and invoices for services consistent with this Agreement, and that require payment sooner than a normal County billing cycle.
- 4. Consult with the GATEWAY VISITOR CENTER on all decisions regarding design and site considerations.
- 5. The GATEWAY VISITOR CENTER assumes no responsibility for the maintenance and upkeep of the Gateway Visitor Center. The COUNTY shall keep the Center and the entries immediately adjacent thereto in a neat, clean and safe condition, maintain the glass of all windows and doors thereof, and maintain the Center and entries thereto in a good state of repair. The COUNTY shall also maintain and repair the electrical and other utility systems within the Center together with the roof, exterior walls and foundations thereof.

SECTION 4: DEFINITION:

Pass Through Agency: The term pass through agency shall mean that the GATEWAY VISITOR CENTER shall act as the fiscal agent for the operation of the Gateway Center. The GATEWAY VISITOR CENTER shall not incur any additional financial liability for the operation of the Gateway Center in excess of the sum listed in Section 3 above.

SECTION 5: TERM

This Agreement shall commence on May 26, 2023 and end on December 31, 2023, except for the reports referenced in Section 2, due January 31, 2024 and February 28, 2024. Transition activities prior to the effective date and related incurred prior to the effective date are hereby validated.

SECTION 5: ASSIGNMENT

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

Page: 3 of 13 Jefferson County Tourism Coordinating Counsel – Olympic Peninsula Gateway Visitor Center

SECTION 6: MODIFICATION

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

SECTION 7: TERMINATION

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

SECTION 8: HOLD HARMLESS

The GATEWAY VISITOR CENTER 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.

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

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

Page: 4 of 13 Jefferson County Tourism Coordinating Counsel – Olympic Peninsula Gateway Visitor Center

SECTION 9: INSURANCE

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

- A. Commercial General Liability Insurance. GATEWAY VISITOR CENTER 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.
- B. Worker's Compensation (Industrial Insurance). GATEWAY VISITOR CENTER shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

SECTION 10: INDEPENDENT CONTRACTOR

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

SECTION 11: COMPLIANCE WITH LAWS

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

SECTION 12: DISCRIMINATION PROHIBITED

The GATEWAY VISITOR CENTER 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

Page: 5 of 13 Jefferson County Tourism Coordinating Counsel – Olympic Peninsula Gateway Visitor Center

qualification in the selection and retention of employees, materials, supplies, contractors or subcontractors.

SECTION 13: INTEGRATED AGREEMENT

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

APPROVED and signed this

day of

2023.

Attest:

JEFFERSON COUNTY BOARD OF COMMISSIONERS

Carolyn Gallaway, CMC Clerk of the Board Greg Brotherton, Chair

Approved as to Form:

JEFFERSON COUNTY

TOURISM COORDINATING COUNCIL

May 25, 2023 Philip C. Hunsucker,

Chief Civil Deputy Prosecutor

Authorized Official

EXHIBIT A

Page: 6 of 13 Jefferson County Tourism Coordinating Counsel – Olympic Peninsula Gateway Visitor Center

Itemized List of Proposed Tourism Promotion Services And GATEWAY VISITOR CENTER Lodging Tax Budget

PHASE 1 - Transitional 2023

Our goal remains: "The Olympic Peninsula Gateway Visitor Center's mission is to provide helpful, requested, information to any traveler arriving in Jefferson County and the Olympic Peninsula. The Gateway employs face to face contact to highlight all facets of vacation related interests with a focus on accommodations, Olympic Coast Cuisine, activities, and resources to visitor's questions aiding in promoting comfortable, memorable, longer stays in our Region."

Timeline tasks identified within this critical phase include:

- o Operations orientation and transitional partnership with JCHS,
- o Staff and Volunteer management develop Travel Counselors,
- o Organizational development of independent VIC Board of Directors,

- o Onboarding with current facilities management & equipment systems,
- Responsive Visitor services esp. in light of WSDOT SR 104 & 19 roundabout and Swansonville Rd. construction detours and closures,
- o Financial management including retention of JCHS's successful LARP Bookkeeping services,
- Maintain Marketing & Promotions including retention of VIC's contracted marketing services,
- o Grow community relations.

Proposed Key Staff for this TCC VIC operations include:

- Bill Roney Gateway VIC Manager, 2007-present,
- Liz Arp Gateway VIC bookkeeper, 2021-present
- <u>Tim Resema'</u> Gateway VIC lead volunteer, 2014-present,
- <u>Tim Caldwell</u> JCHS board VIC liaison, 2019-present,
- Steve Shively project manager, TCC contract marketing coordinator, 2013-present.

Recommend adopting current 2023 VIC budget approved on behalf of JCHS by LTAC for 2023.

Expense	Annual
Utilities	6,550
Labor/tax (Manager + Vol. develop.)	67;000
Maintenance/grounds/Insurance	10,000
Office/ VIC supplies & marketing	8,450
Total	\$92,000

OPPORTUNITY – In February 2023, proposals for federal RAISE grant through the Department of Transportation as well as Jefferson Co. unallocated County American Rescue Plan Act (ARPA) grants are due. These grants are investments in receiving unallocated Federal COVID-19 and American Rescue Plan Act infrastructure that will have a significant local or regional impact. The VIC could apply for a grant to move the facility onto the county land across SR 19 where site plans and improved infrastructure exists. These grants, combined with a financial support agreement with the WSDOT for roundabout work, would be a huge benefit towards funding the VIC's full potential. However, time is of the essence.

In anticipation of being awarded the opportunity to operate the VIC, TCC on behalf of the VIC, will submit a conditional Jefferson Co. ARPA grant proposal in advance of the February 10 deadline.

TCC's ops	of GATEW	AY VIC Budget	JUN-DEC
		v05232023	2023
	Income		
		4000 · Income	
		4020 · Donations	250
		4010 · Jefferson County LTAC	68,465.00
		4050 · Sale Items - Other (candy, etc)	150
		Total 4000 · Income	68,865.00
		Total Income	68,865.00
		Cost of Goods Sold	
		5000 · Cost of Good Sold	100
		Total COGS	100
	Gross Pro	ofit	68,765.00
	Expense		
		7900 · Off Site Marketing Exp	
		7510 · Bulk Mailing, Certified Folder	2,400.00
		7030 · Dues	50
		7530 · Internet, computer/sftwr/svc	350
		7750 · Marketing/Web Promo & Mgmt	2,250.00
		7070 · Travel	1,000.00
		Total 7900 · Off Site Marketing Exp	6,050.00
		7000 · On-Site Expense	
		7200 · Bldg/Maintenance Supplies	700
		7110 · Bldg Rprs & Park'g Lot Maint	1,750.00
		7601 · Misc. Supplies	25
		7020 · Office Equipment/Mtce	500
		7500 · Office Supplies	175
		7600 · P.O. Box Rental	175
		7065 · Volunteer Functions	300
		7540 · Water	90
		Total 7000 · On-Site Expense	3,715.00
		8000 · On Site Utilities	
		8010 · Electricity	675
		8040 · Sani-Can Service	2,000.00
		8020 · Telephone/Internet services	1,150.00
		8030 · Trash Pick-up	450
		Total 8000 · On Site Utilities	4,275.00
		6000 · Payroll Expenses	
		6580 · Consulting Services & Fees	7,500.00
		6576 · Express Pro Temp/Payroll Services	13,700.00
		6575 · Payroll taxes Paid by TCC	see above
		6570 · Wages Paid by TCC	33,625.00
		Total 6000 · Payroll Expenses	54,825.00
	Total Exp	ense	68,865.00

Exhibit B

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

Lodging Tax Reporting Form

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

1 Organization Name:	Reporting Year:
2 Sponsor Type (Check One): 501(c)(3) 501(c)(6	Local Jurisdiction Other (Explain):
3 Activity Name:	
4 Activity Type (Check One): Event/Festival* Faci	ility* Marketing*
5 Activity Start Date*:	
6 Activity End Date*:	
7 Total Cost of Activity: \$	
8 Amount Requested: \$	以此时,我们就是一个人的。 第一个人的,我们就是一个人的,我们就是一个人的,我们就是一个人的。
9 Amount Awarded: \$	有关的发展的现在分词 化 多次分别 经 的现在分词
10 Overall Attendance*	13 Number of Attendees Who Stayed Overnight in Unpaid Accommodatio
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 Accommodations
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*
Other (explain):	Other (explain):
*See Lodging Tax Yearly Reporting Definitions/Instruction	uns .
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	

DEADLINE: February 28th of Each Reporting Year

jeffbocc@co.jefferson.wa.us

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 2nd QUARTER

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

Organi	zation:				
Contac	et person:				
Mailing	g Address:				
Phone	Number/Email:				
1.	LTAC Funds received from	the County 1 st QTR:			
1.		organization 1 st QTR (include 200 wo n ie: reports outlining LTAC funds,):	ord limit regarding activit	ties and funds spent with	1
		*			
2.	LTAC funds balance remai	ning 1 st QTR:			
3.	Please attach your organize prior quarter.	ration's report for all revenue, marke	eting, services, programs	and activities of the	

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

EXHIBIT C 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 1 st QTR:
 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 1 st 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 1 st QTR:
2. LTAC funds spent by your organization 1 st QTR (include 200 word limit regarding activities and funds spent with supporting documentation ie: reports outlining LTAC funds,):
3. LTAC funds balance remaining 1 st QTR:
4. Please attach your organization's report for all revenue, marketing, services, programs and activities of the pric 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

	is certificate does not confer rights	to the	cert	ificate holder in lieu of s			5).			
	DUCER				CONTACT NAME:					
BIBERK					PHONE (A/C, No. Ext): 844-472-0967 FAX (A/C, No.): 203-654-3613					
). Box 113247				E-MAIL ADDRESS: customerservice@biBERK.com					
36	mford, CT 06911				ABBITE		SURER(S) AFFOR	RDING COVERAGE		NAIC#
					INCLIBE					10391
INSU	RED				INSURERA.					10001
	eway VIC				INSURE					
	Solutions				INSURE					
	23 East Sims Way				INSURE					
308	t Townsend, WA 98368				INSURE	RE:				
					INSURE	RF:	*			
_				NUMBER:				REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT	AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT THE POLICIE	OR OTHER I	DOCUMENT WITH RESPEC	OT TO	WHICH THIS
INSR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	8	
-	X COMMERCIAL GENERAL LIABILITY					7		EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
Α				N9BP920213		05/27/2023	05/27/2024	MED EXP (Any one person)	\$	5,000
			1					PERSONAL & ADV INJURY	\$	Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						-		\$	2,000,000
	POLICY PRO- JECT LOC								\$	2,000,000
	X OTHER:								\$	2,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	
	ANY AUTO							(Ea accident)	\$	
	OWNED SCHEDULED								\$	
	AUTOS ONLY AUTOS NON-OWNED							DBODERTY DAMAGE		
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	UMBBSUALIA	-							\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
_	DED RETENTION\$	-							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
	Professional Liability (Errors &							Per Occurrence/		
	Omissions): Claims-Made							Aggregate		
	· ·							551 09410		1.0
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	e, may be	e attached if mor	e space is require	ed)		
										==
CEI	RTIFICATE HOLDER				CANO	ELLATION				
								ESCRIBED POLICIES BE CA		
Jeff	erson County							REOF, NOTICE WILL BY PROVISIONS.	E DE	LIVERED IN
	O Jefferson Street				ACC	ONDANGE WI	THE POLIC	T ACVISIONS.		
	erson County Risk Management				AUTHO	RIZED REPRESE	NTATIVE	0		
	t Townsend, WA 98368				Yatech Engli					
							. (Forter of		r
						0.40	00 0045 00			



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 05/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

REFRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		- 5
PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext): (844) 472-0967 (A/C, No, Ext): (203)	654-3613
BIBERK	E-MAIL ADDRESS: salessupport@biberk.com	
P.O. Box 113247 Stamford, CT 06911	PRODUCER CUSTOMER ID:	
Staffiord, C1 00911	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED	INSURER A: Berkshire Hathaway Direct Insurance Compai	453998
	INSURER B:	
Gateway VIC S3 Solutions	INSURER C:	
2023 East Sims Way	INSURER D:	
308	INSURER E:	
Port Townsend, WA 98368	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 93 Beaver Valley RoadPort Ludlow, WA 98365 Bldg #001: Retail Store (Not otherwise classified) - 5999918

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR R	TYPE OF INSURANCE		TYPE OF INSURANCE				TYPE OF INSURANCE		TYPE OF INSURANCE		SURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
7	Χ	PROPERTY					BUILDING	\$		(
	CAL	ISES OF LOSS	DEDUCTIBLES				PERSONAL PROPERTY	\$		0							
		BASIC	BUILDING 250	N9BP920213	05/27/2023	05/27/2024	BUSINESS INCOME	\$		*							
		BROAD	CONTENTS			43	EXTRA EXPENSE	\$		k							
)	X	SPECIAL					RENTAL VALUE	\$									
		EARTHQUAKE					BLANKET BUILDING	\$	n/a								
		WIND					BLANKET PERS PROP	\$	n/a								
		FLOOD					BLANKET BLDG & PP	\$	n/a								
								\$,								
								\$									
		INLAND MARINE		TYPE OF POLICY				\$									
	CAU	ISES OF LOSS						\$									
	NAMED PERILS			POLICY NUMBER				\$									
				3				s									
T		CRIME						s									
	TYP	E OF POLICY						\$									
								\$									
T		BOILER & MACH						\$									
		EQUIPMENT BRI	EAKDOWN					\$									
								\$									
								s									

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* ALS up to 12 months.

CERTIFICATE HOLDER

CERTIFICATE HOLDER	CANCELLATION
Jefferson County 1820 Jefferson Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Jefferson County Risk Management Port Townsend, WA 98368	authorized representative latest 6.766

CANCELLATION