

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Leslie Locke, Deputy Clerk of the Board

DATE: November 1, 2010

SUBJECT: AGREEMENT re: 2010 Lodging Tax Advisory Committee (LTAC) Grant Funding; Jefferson County Chamber of Commerce (FKA: Port Hadlock Chamber of Commerce)

STATEMENT OF ISSUE:

This agreement provides grant funding for 2010 to certain non-profit agencies for the promotion of tourism and ongoing preservation of Jefferson County's heritage. This funding has been budgeted from the LTAC Fund, 2010, and was recommended by the Lodging Tax Advisory Committee. Finalization of this agreement was delayed by the reorganization of the Port Hadlock Chamber into the Jefferson County Chamber of Commerce.

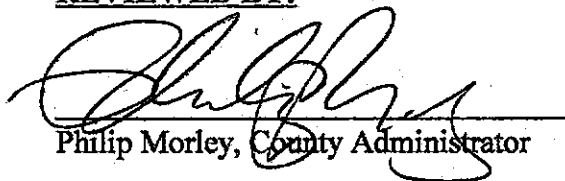
FISCAL IMPACT:

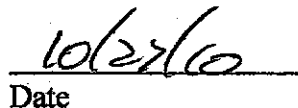
Port Hadlock Chamber of Commerce: \$7,650
The Port Hadlock Chamber is now part of the Jefferson County Chamber of Commerce

RECOMMENDATION:

Approve and sign the agreements.

REVIEWED BY:


Philip Morley, County Administrator


Date

AGREEMENT
By and Between
JEFFERSON COUNTY CHAMBER OF COMMERCE
And
JEFFERSON COUNTY
For Hotel-Motel Funding, 2010

This Agreement is made this ____ day of _____, _____, by and between JEFFERSON COUNTY (hereinafter known as "COUNTY") and the JEFFERSON COUNTY CHAMBER OF COMMERCE (hereinafter known as "JCCC").

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

WHEREAS, beginning January 1st, 2010, the Port Hadlock Chamber of Commerce merged into the Jefferson County Chamber of Commerce and the JCCC continues the services and functions, retro to January 1, 2010, of the PHCC in service to the greater Tri-Area region; and

WHEREAS, the COUNTY desires to promote tourism in unincorporated Jefferson County, especially in the greater Tri-Area region, by providing information to guests, support and staff to information centers, as well as workshops, conferences and materials to enhance productivity of visitor information centers and other means to promote tourism in unincorporated Jefferson County;

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

SECTION 1: SERVICES TO BE PERFORMED

The JCCC shall use its capabilities to perform the following specific services to benefit tourism in the greater Tri-Area region as necessary:

1. Be the point of contact for the Jefferson County Tourism Coordinating Council for support of participation in tourism promotional activities including but not limited to: develop and maintain a Port Hadlock Tri-Area web site with links to websites containing visitor/tourism information about the Port Hadlock Tri-Area and all Jefferson County; assist in developing regional promotional material in conjunction with other Chambers of Commerce and the Tourism Coordinating Council; respond to specific requests referred by the Olympic Peninsula Tourism Commission, the Jefferson County Tourism Coordinating Council and all other Jefferson County Visitor's Centers and Chambers of Commerce.
2. Designate a representative and alternate to represent the greater Tri-Area region to serve on the Tourism Coordinating Council.

SECTION 2: RESPONSIBILITIES OF THE JEFFERSON COUNTY CHAMBER OF COMMERCE

1. Within 30 days of execution of this Agreement, provide to the COUNTY a report of the tourism-related use, services, programs and activities of the JCCC planned for 2010 in performance the services in Section 1 of this Agreement.
2. Provide documented proof of payments made, contracts executed, and other expenditures authorized under this contract for the benefit of tourism in the greater Tri-Area region. Any monies under-expended to the total funding allocated under this contract shall be refunded to Jefferson County by December 31, 2010.
3. By **March 31st** each year provide the following information on the form attached hereto as Exhibit A for the previous year to be included in the County's report to Washington State Tourism:
 - a. Each festival, event, or tourism facility owned and/or operated by JCCC;
 - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by the JCCC on each festival, event or tourism facility listed in "a" above;
 - c. Estimated number of tourists served at each festival, event or tourism facility listed in "a" above. ("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); and
 - 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 JCCC funding from Hotel-Motel Tax receipts to be used in support of their responsibilities as defined under this agreement. Said funding is in the sum of \$7,650.
2. JCCC will receive a lump sum payment, payable upon execution of this contract.

SECTION 4: TERM

This Agreement shall run to December 31, 2010, commencing upon execution of this contract, except that the reporting requirements of Section 2.3 above shall run to March 31, 2011. Any work performed by the JCCC pursuant to Section 1 and Section 2 of this Agreement after January 1, 2010 is hereby ratified and considered to be work performed pursuant to this Agreement.

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 during the term of the agreement by mutual agreement of the parties and appended in writing to the Agreement.

SECTION 7: TERMINATION

The Agreement may be terminated, upon thirty (30) days written notice by either party. After receipt of notice, and before termination, the party in default may cure the defect, in which case the agreement shall continue in force for the full term. The COUNTY shall be refunded a pro-rated share of the agreed funding upon termination based upon the balance of time remaining in the term unless otherwise negotiated.

SECTION 8: HOLD HARMLESS

The JCCC 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, WA.

The JCCC shall indemnify and hold the COUNTY, and its officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the JCCC's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require the JCCC 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 and agents, and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the JCCC's agents or employees; and, (b) the COUNTY, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the COUNTY of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the JCCC's negligence, or the negligence of the JCCC's agents or employees.

The JCCC specifically assumes potential liability for actions brought against the COUNTY by the JCCC's employees, including all other persons engaged in the performance of any work or service required of the JCCC under this Agreement and, solely for the purpose of this

indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The JCCC recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.25.115 and was subject of mutual negotiation.

SECTION 9: INSURANCE

The JCCC shall obtain and keep in force during the term of the contract, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Worker's Compensation and Employer's Liability insurance as may be required by the State of Washington.

SECTION 10: INDEPENDENT CONTRACTOR

The JCCC and the COUNTY agree that the JCCC are 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 JCCC nor any employee of the JCCC 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 JCCC, or any employee of the JCCC.

APPROVED and signed this _____ day of _____, _____.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Clerk of the Board

Chairman

Approved as to Form:

David Alvarez 10/26/10

David Alvarez, Chief Civil
Prosecuting Attorney

**JEFFERSON COUNTY CHAMBER OF
COMMERCE**

[Signature]

Authorized Official

Name of individual who prepared report: _____ Phone #: _____ E-mail address: _____

Instructions:

- Use a separate line for each event or facility; use separate lines for multiple facilities operated by your organization.
- Specify funds allocated to each event/facility during this year, regardless of whether you spent the money during that year.
- * Include tourists, persons traveling more than 50 miles to the location of the event, festival or facility, and overnight stays in the area.
- **"Lodging" refers to commercial lodging such as hotels, motels, resorts, bed and breakfasts, or commercial campgrounds.
- Use additional sheets as necessary.

RETURN THIS FORM TO:

**Jefferson County Administrator's Office
P.O. Box 1220
Port Townsend, WA 98368**

No later than March 31st of each year reporting