

**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: February 7, 2011

SUBJECT: AGREEMENTS (4) re: 2011 Lodging Tax Advisory Committee (LTAC) Grant Funding; 1) Jefferson County Historical Society; 2) Jefferson County Historical Society - Gateway Visitor Center; 3) North Hood Canal Chamber & Visitor Center; and 4) Tourism Coordinating Council (TCC)

STATEMENT OF ISSUE:

This agreement provides grant funding for 2011 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.


FISCAL IMPACT:

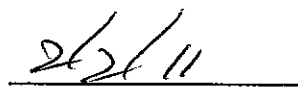
Jefferson County Historical Society:	\$51,299
Jefferson County Historical Society - Gateway Visitor Center:	\$55,516
North Hood Canal Chamber & Visitor Center:	\$44,180
Tourism Coordinating Council:	\$80,840

RECOMMENDATION:

Approve and sign the agreements.

REVIEWED BY:


Philip Morley, County Administrator


Date

AGREEMENT
By and Between
THE JEFFERSON COUNTY HISTORICAL SOCIETY
And
JEFFERSON COUNTY
For Hotel-Motel Funding, 2011

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

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

WHEREAS, the COUNTY desires to promote tourism by documenting, preserving and displaying County heritage for the benefit of its residents and to encourage tourist interest in Jefferson County;

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

SECTION 1: SERVICES TO BE PERFORMED

The HISTORICAL SOCIETY shall use its capabilities to continue and update the ongoing performance of the following specific services as necessary:

1. Operation of the County Museum and care of the collection for its long-term maintenance.
2. Outreach to County residents through educational programs and Museum exhibits regarding cultural and natural heritage.
3. Promotion of heritage awareness through countywide recognition programs and the establishment of new and traveling exhibits and publications.
4. Continued documentation of County heritage through collecting, oral history, research and other means.
5. Advocacy of heritage preservation through all available means including the enhancement of heritage based tourism for the economic development of the County.
6. Assistance to the Quilcene Historical Museum in development of its Museum, in implementation of basic museum practices and procedures and in promotion of the Museum as a local, public cultural and education organization.

SECTION 2: RESPONSIBILITIES OF THE JEFFERSON COUNTY HISTORICAL SOCIETY

1. Provide to the COUNTY a quarterly report of the use, services, programs and activities of the HISTORICAL SOCIETY and billing for quarterly payment through Hotel-Motel Fund.
2. By **March 31st** each year provide the following information on the attached form 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 HISTORICAL SOCIETY.
 - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by the HISTORICAL SOCIETY 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).
 - 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 HISTORICAL SOCIETY funding from Hotel-Motel Tax receipts to be used in support of their responsibilities as defined under this agreement.
2. Said funding is in the sum of \$51,299 for 2011. Quarterly payments of \$12,824.75 will be made, beginning with the first quarter of 2011.
3. Payments are to be predicated on quarterly reports defined in Section 2. Payment will be made by the COUNTY on the first available billing cycle of the quarter.

SECTION 4: TERM

This Agreement shall be for a term of one year, commencing on January 1, 2011 and ending on December 31, 2011.

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 HISTORICAL SOCIETY 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 HISTORICAL SOCIETY 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 HISTORICAL SOCIETY's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require the HISTORICAL SOCIETY 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 HISTORICAL SOCIETY'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 HISTORICAL SOCIETY's negligence, or the negligence of the HISTORICAL SOCIETY's agents or employees.

The HISTORICAL SOCIETY specifically assumes potential liability for actions brought against the COUNTY by the HISTORICAL SOCIETY's employees, including all other persons engaged in the performance of any work or service required of the HISTORICAL SOCIETY 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 HISTORICAL SOCIETY 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 HISTORICAL SOCIETY 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.

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

SECTION 10: INDEPENDENT CONTRACTOR

The HISTORICAL SOCIETY and the COUNTY agree that the HISTORICAL SOCIETY 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 HISTORICAL SOCIETY nor any employee of the HISTORICAL SOCIETY 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 HISTORICAL SOCIETY, or any employee of the HISTORICAL SOCIETY.

APPROVED and signed this _____ day of _____, _____.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Clerk of the Board

Chairman

Approved as to Form:

JEFFERSON COUNTY HISTORICAL SOCIETY

David Alvarez 1/18/2011

David Alvarez, Deputy
Prosecuting Attorney

William Tennent

Authorized Official 1/24/11

AGREEMENT
By and Between
THE JEFFERSON COUNTY HISTORICAL SOCIETY
And
JEFFERSON COUNTY
For Hotel-Motel Funding, 2011
(Gateway Visitor Center)

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

WHEREAS, the HISTORICAL SOCIETY is a non-profit corporation of the State of Washington with the mission "to actively discover, collect, preserve and promote the heritage of Jefferson County"; 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; 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 HISTORICAL SOCIETY will create opportunities to generate revenue through gift shop sales, charges for services (stocking brochures, etc.), all of which will be retained by the HISTORICAL SOCIETY; and

WHEREAS, management of the visitor center will be at no cost to the HISTORICAL SOCIETY with all reasonable expenses being paid for by the COUNTY.

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

SECTION 1: SERVICES TO BE PERFORMED

The HISTORICAL SOCIETY shall use its capabilities to perform the following services:

1. 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 activities necessary to maintain the Gateway Visitor Center as a point of visitor contact and education.

2. Act as a pass through agency 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, provide staff services to the LTAC committee, including scheduling of meetings, taking minutes, etc.
3. Prepare and submit an annual budget request to the Board of Commissioners for the staffing and operating of the Gateway Visitor Center.

SECTION 2: RESPONSIBILITIES OF THE HISTORICAL SOCIETY

1. Provide to the COUNTY a quarterly report of the use, services, programs and activities of the Gateway Center and bill for quarterly payment through Hotel-Motel Fund as provided in Section 3, below.
2. Keep accurate records of money distributed and submit to COUNTY on a quarterly basis. Maintain back-up documentation for bills paid at the Gateway Center for a minimum of three years.
3. By **March 31st** each year provide the following information on the attached form 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 Gateway Center.
 - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by the Gateway Center 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).
 - 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 HISTORICAL SOCIETY 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 \$55,516. Quarterly payments of \$13,879.00 will be made, beginning with the first quarter of 2011.
3. Payments are to be predicated on quarterly reports defined in Section 2. The COUNTY will make payment on the first available billing cycle of the quarter.

4. Consult with the HISTORICAL SOCIETY on all decisions regarding design and site considerations.
5. The HISTORICAL SOCIETY assumes no responsibility for the maintenance and upkeep of the Gateway Visitor's Center (the 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 HISTORICAL SOCIETY shall act as the fiscal agent for the operation of the Gateway Center. The HISTORICAL SOCIETY 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 be for a term of one year, commencing on January 1, 2011 and ending December 31, 2011.

SECTION 6: ASSIGNMENT

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

SECTION 7: 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 8: 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 9: HOLD HARMLESS

The HISTORICAL SOCIETY 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 COUNTY shall indemnify and hold the HISTORICAL SOCIETY, 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 (hereinafter collectively "claims") arising in whole or in part, directly or indirectly, from participation in this agreement, EXCEPT, those claims arising from the HISTORICAL SOCIETY's sole negligence or breach of any of its obligations under this Agreement; provided further that if the claims are caused by or result from the concurrent negligence of: (a) the HISTORICAL SOCIETY's agents or employees; and, (b) the COUNTY, its officers, employees and agents, then this indemnity provision with respect to claims based upon such negligence, and/or the costs to the COUNTY of defending such claims, shall be valid and enforceable only to the extent of the HISTORICAL SOCIETY's negligence, or the negligence of the HISTORICAL SOCIETY's agents or employees.

SECTION 10: INSURANCE

The HISTORICAL SOCIETY 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 11: INDEPENDENT CONTRACTOR

The HISTORICAL SOCIETY and the COUNTY agree that the HISTORICAL SOCIETY 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 HISTORICAL SOCIETY nor any employee of the HISTORICAL SOCIETY 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 HISTORICAL SOCIETY, or any employee of the HISTORICAL SOCIETY.

APPROVED and signed this _____ day of _____, _____.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Clerk of the Board

Chairman

Approved as to Form: 1/20/2011
David Alvarez
David Alvarez, Deputy Prosecuting Attorney

HISTORICAL SOCIETY:
William Tennent
Authorized Official 1/25/11

AGREEMENT

By and Between

NORTH HOOD CANAL CHAMBER OF COMMERCE
And
JEFFERSON COUNTY

For Hotel-Motel Funding 2011

This Agreement is made this ____ day of _____, _____, by and between JEFFERSON COUNTY (hereinafter known as "COUNTY" and the NORTH HOOD CANAL CHAMBER OF COMMERCE & VISITOR CENTER (hereinafter known as "NHCCC").

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

WHEREAS, the COUNTY desires to promote tourism by providing information to guests, support and staff to information centers in unincorporated Jefferson County, as well as workshops, conferences and materials to enhance productivity of visitor information centers in the promotion of the tourism industry.

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

SECTION 1: SERVICES TO BE PERFORMED

The NHCCC shall use its capabilities to perform the following specific services 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 web site and internet connection to the Jefferson County Tourism Coordinating Council; 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 serve on the Tourism Coordinating Council.
3. Be solely responsible for the daily operation of the "South County" Visitor's Center and continuation of that "South County" Visitor's Center.

SECTION 2: RESPONSIBILITIES OF THE NORTH HOOD CANAL CHAMBER OF COMMERCE

1. Provide to the COUNTY an annual report of the use, services, programs and activities of the NHCCC and billing for an annual payment through Hotel-Motel Fund.
2. Provide documented proof of payments made, contracts executed, and other expenditures authorized under this contract. Any monies under-expended to the total funding allocated under this contract shall be refunded to Jefferson County by December 31, 2011.
3. With respect to a "South County" Visitor's Center in Quilcene, to be located at or within the Ranger Station located in Quilcene, the NHCCC shall lease the necessary space, install a telephone line and any other communication system it feels is necessary, generate and install signage informing persons of the Visitor's Center presence, purchase all necessary supplies and equipment, find and pay (including the employer portion of any payroll taxes such as Social Security and unemployment insurance) personnel to staff the "South County" Visitor's Center.
4. By **March 31st** each year provide the following information on the attached form 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 NHCCC.
 - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by the NHCCC 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).
 - 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 NHCCC funding from Hotel-Motel Tax receipts to be used in support of their responsibilities as defined under this agreement. Said funding is in the total amount of \$44,180. The funding is allocated as outlined below.
 - a. Funding for the operation of the North Hood Canal Chamber of Commerce is in the amount of \$2,750
 - b. Funding for the operation of the South County Visitor Center is in the amount of \$41,430
2. NHCCC will receive a lump sum payment, payable upon execution of this contract.

SECTION 4: TERM

This Agreement shall run to December 31, 2011, commencing upon execution of this contract.

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 NHCCC 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 NHCCC 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 NHCCC's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require the NHCCC 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 NHCCC'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 NHCCC's negligence, or the negligence of the NHCCC's agents or employees.

The NHCCC specifically assumes potential liability for actions brought against the COUNTY by the NHCCC's employees, including all other persons engaged in the performance of any work or service required of the NHCCC 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 NHCCC 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 NHCCC 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 NHCCC and the COUNTY agree that the NHCCC 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 NHCCC nor any employee of the NHCCC 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 NHCCC, or any employee of the NHCCC.

APPROVED and signed this _____ day of _____, _____.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Clerk of the Board

Chairman

Approved as to Form:

**NORTH HOOD CANAL CHAMBER OF COMMERCE
& VISITOR CENTER**

David Alvarez 1/28/2011

David Alvarez, Chief Civil
Prosecuting Attorney

Jeff Baesch

Authorized Official

AGREEMENT
By and Between
THE JEFFERSON COUNTY TOURISM COORDINATING COUNCIL
And
JEFFERSON COUNTY
For Hotel-Motel Funding 2011

This Agreement is by and between JEFFERSON COUNTY (hereinafter known as "COUNTY" and the JEFFERSON COUNTY TOURISM COORDINATING COUNCIL (hereinafter known as "TCC").

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

WHEREAS, the COUNTY desires to promote tourism by providing information to guests, support and staff to information centers in unincorporated Jefferson County, as well as workshops, conferences and materials to enhance productivity of visitor information centers in the promotion of the tourism industry.

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

SECTION 1: SERVICES TO BE PERFORMED

The TCC shall use its capabilities to continue and update the ongoing performance of the following specific services as necessary:

1. Adopt and implement a strategy for the unincorporated area of Jefferson County to promote tourism activities.
2. Be the focal point for community involvement, act as a clearinghouse for community organization, and participate in the distribution of Hotel Motel Tax funds budgeted for tourism promotion.
3. Prepare and submit an annual budget request to the Board of Commissioners based on the adopted strategy, for consideration for appropriation. A copy of which is incorporated herein and attached hereto.
4. Coordinate with the City of Port Townsend, State of Washington, United States Government and other public and private agencies in the use of Hotel Motel Tax funds and the promotion of tourism activities.

SECTION 2: RESPONSIBILITIES OF THE JEFFERSON COUNTY TCC

1. Provide to the COUNTY a quarterly report of the use, services, programs and activities of the TCC and billing for quarterly payment through Hotel-Motel Fund.
2. By March 31st each year provide the following information on the attached form 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 the TCC.
 - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by the TCC 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).
 - 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 TCC 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 \$80,840 for 2011. Monthly invoices should be submitted to the County by the last day of each month and the County will make payment in the first scheduled billing cycle immediately following receipt of the invoices.
3. Payments are to be predicated on quarterly reports defined in Section 2.

SECTION 4: TERM

This Agreement shall be for a term of one year, commencing on January 1, 2011 and ending on December 31, 2011.

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 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 TCC 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 TCC 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 TCC's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require the TCC 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 TCC'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 TCC's negligence, or the negligence of the TCC's agents or employees.

The TCC specifically assumes potential liability for actions brought against the COUNTY by the TCC's employees, including all other persons engaged in the performance of any work or service required of the TCC 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 TCC 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 TCC 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 TCC and the COUNTY agree that the TCC 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 TCC nor any employee of the TCC 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 TCC, or any employee of the TCC.

APPROVED and signed this _____ day of _____, _____.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Clerk of the Board

Chairman

Approved as to Form:

**JEFFERSON COUNTY
TOURISM COORDINATING COUNCIL**

David Alvarez 1/18/2011

David Alvarez, Deputy
Prosecuting Attorney

Joe Baesch

Authorized Official