

**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 14, 2011

SUBJECT: AGREEMENT re: 2011 Lodging Tax Advisory Committee (LTAC) Grant Funding; Forks Chamber of Commerce

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:

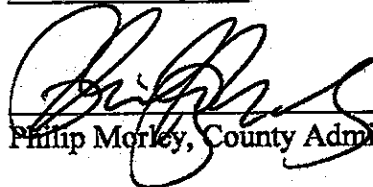
Forks Chamber of Commerce: \$22,714

This is within adopted budget for LTAC funds.

RECOMMENDATION:

Approve and sign the agreement.

REVIEWED BY:


Philip Morley, County Administrator

2/19/11
Date

AGREEMENT
By and Between
FORKS 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 FORKS CHAMBER OF COMMERCE (hereinafter known as "FCC").

WHEREAS, the FCC 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 West 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 FCC shall use its capabilities to perform the following specific services as necessary:

1. Negotiate a visitor information service with Olympic National Park for personnel coverage at the Kalaloch Visitor Center.
2. Be the focal point for support of the West End participation in tourism promotional activities included but not limited to: web page update; travel for representative to attend the Jefferson County Tourism Coordinating Council, Joint Marketing and the like; web site hosting; promotional allowance specifically for the FCC.

SECTION 2: RESPONSIBILITIES OF THE FORKS CHAMBER OF COMMERCE

1. Provide to the COUNTY an annual report of the use, services, programs and activities of the FCC 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. 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 FCC.
 - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by the FCC 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 FCC 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 \$22,714.
2. FCC will receive a lump sum payment, payable upon execution of this agreement.

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

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

APPROVED and signed this _____ day of _____, _____.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Clerk of the Board

Chairman

Approved as to Form:

David Alvarez 1/18/2011

David Alvarez, Chief Civil
Prosecuting Attorney

FORKS CHAMBER OF COMMERCE

J. A. Mc... 1/27/11

Authorized Official