

**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 27, 2012

**SUBJECT:** AGREEMENT re: 2012 Lodging Tax Advisory Committee (LTAC) Grant Funding; In the Amount of \$8,460.00; Quilcene Historical Museum

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**STATEMENT OF ISSUE:**

This agreement provides grant funding for 2012 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:**

Quilcene Historical Museum: \$8,460.00

**RECOMMENDATION:**

Approve and sign the agreement.

**REVIEWED BY:**

  
Philip Morley, County Administrator

  
Date

AGREEMENT  
By and Between  
THE QUILCENE HISTORICAL MUSEUM  
And  
JEFFERSON COUNTY  
For Hotel-Motel Funding 2012

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

**WHEREAS**, the MUSEUM 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; and

**WHEREAS**, the Jefferson County Lodging Tax Advisory Committee reviewed and recommended funding the lodging tax proposal by the Quilcene Historical Museum to promote, operate and maintain the museum as a cultural resource and tourism destination, and to provide information to tourists and residents about the local area;

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

**SECTION 1: SERVICES TO BE PERFORMED**

The MUSEUM shall use its capabilities to continue and update the ongoing performance of the following specific services as included in Museum's Lodging Tax/Tourism Promotion Proposal for 2012 for the following items identified as the highest priority, which support the operation of the Museum and care of the collection for its long-term maintenance; promote the Museum as a local cultural resource and tourism destination for the south Jefferson County area; and provide information to tourists and residents about the local area:

1. Signage
2. Displays
3. Brochures
4. Market Plan
5. Collections Software
6. New Displays
7. Tribal Canoe Journey
8. Tourist Draw Activities
9. Utilities
10. Insurance, Taxes

## **SECTION 2: RESPONSIBILITIES OF THE QUILCENE HISTORICAL MUSEUM**

1. Provide to the COUNTY a semi-annual report of the use, services, programs and activities of the MUSEUM and billing for semi-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, 2012.
3. By **March 31<sup>st</sup>** 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 MUSEUM.
  - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by the MUSEUM 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: RESPONSIBILITIES OF JEFFERSON COUNTY**

1. The COUNTY will provide the MUSEUM 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 \$8,460 for 2012. Semi-annual payments of \$4,230 will be made in February and July of 2012.
3. Payments are to be predicated on semi-annual reports defined in Section 2. Payment will be made by the COUNTY on the first available billing cycle of February and July.

## **SECTION 4: TERM**

This Agreement shall be for a term of one year, commencing on January 1, 2012 and ending on December 31, 2012, except that the reporting requirements of Section 2.3 above shall run to March 31, 2013.

## **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 the time remaining in the term unless otherwise negotiated.

## **SECTION 8: HOLD HARMLESS**

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

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

APPROVED and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Attest:

**JEFFERSON COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chairman

Approved as to Form:

*David Alvarez* 2/17/12  
\_\_\_\_\_  
David Alvarez, Deputy  
Prosecuting Attorney

**QUILCENE HISTORICAL MUSEUM**

*Mari Phillips, Chairman*  
\_\_\_\_\_  
Authorized Official