

**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: March 3, 2014

SUBJECT: **AGREEMENT** re: 2014 Hotel Motel Grant Funding; In the Amount of \$12,200; Jefferson County Chamber of Commerce

STATEMENT OF ISSUE:

This agreement provides grant funding for 2014 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 Hotel Motel (Lodging Tax Advisory Committee) Fund.

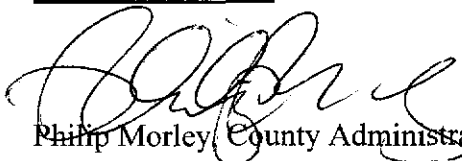
FISCAL IMPACT:


Jefferson County Chamber of Commerce: \$12,200

RECOMMENDATION:

Approve and sign the agreement.

REVIEWED BY:


Philip Morley, County Administrator


Date:

AGREEMENT
By and Between
JEFFERSON COUNTY CHAMBER OF COMMERCE
And
JEFFERSON COUNTY
For Hotel-Motel Funding, 2014

This Agreement is 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, the COUNTY desires to promote tourism in unincorporated East Jefferson County, especially in the greater Port Hadlock/Tri-Area region and Port Ludlow 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; and

WHEREAS, the Jefferson County Lodging Tax Advisory Committee reviewed and recommended funding the lodging tax proposal by the Jefferson County Chamber of Commerce to: support marketing outside the County events including Festival by the Bay, and other tourism promotion activities;

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 JCCC shall use its capabilities to perform the following specific services to benefit tourism in the greater Port Hadlock/Tri-Area region and Port Ludlow region as described herein:

1. Assist in marketing outside Jefferson County of County events including Festival by the Bay; and other tourism promotion activities consistent with the Proposed 2014 Promotion Facility Event and Activity Budget as amended, a copy of which is incorporated herein and attached hereto as Exhibit A, with adjustments to be made by the JCCC to reduce total 2014 expenditures to \$12,200.
2. Be a point of contact for the Jefferson County Tourism Coordinating Council for support and participation in tourism promotional activities; assist in developing regional promotional material in conjunction with other Chambers of Commerce and the Tourism Coordinating Council;
3. 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.
4. As vacancies occur, recommend potential representatives and alternates, preferably Chamber members, for inclusion with other candidates for consideration by the Board of County

Commissioners for appointment to the Tourism Coordinating Council to represent the Port Hadlock/Tri-Area region and the Port Ludlow region.

SECTION 2: RESPONSIBILITIES OF THE JEFFERSON COUNTY CHAMBER OF COMMERCE

1. 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, 2014.
2. By **March 31st** each year provide the following information on the form attached hereto as Exhibit B 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 \$12,200.
2. JCCC will receive a lump sum payment, payable upon execution of this contract.

SECTION 4: TERM

This Agreement shall be for a term of one year, commencing on January 1, 2014 and ending on December 31, 2014, except that the reporting requirements of Section 2.2 above shall run to March 31, 2015.

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 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 4.24.115 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.

The JCCC shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all JCCC employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

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.

SECTION 11: AGREEMENT TO COMPLY WITH APPLICABLE LAWS

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.

SECTION 12: DISCRIMINATION PROHIBITED

JCCC with regard to the services 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 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 JCCC 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 JCCC.

APPROVED and signed this _____ day of _____, 2014.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

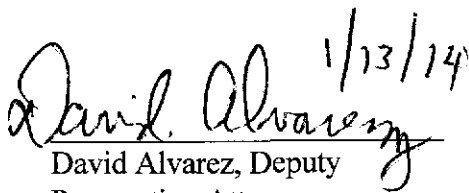
Carolyn Avery,
Deputy Clerk of the Board

John Austin, Chairman

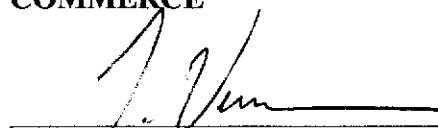
Date

Approved as to Form:

**JEFFERSON COUNTY CHAMBER OF
COMMERCE**

1/13/14


David Alvarez, Deputy
Prosecuting Attorney



Authorized Official

2-17-14

Date

EXHIBIT A

Proposed 2014 Promotion, Facility, Event & Activity Budget

[Note: JCCC shall reduce total expenditures to \$12,200]

PROPOSED 2014 PROMOTION, FACILITY, EVENT & ACTIVITY BUDGET

Specific media buys include:

- \$3,000 – Port Townsend Leader Getaway Tourist Guide. Distributed on Bainbridge, Kingston, Clinton and Port Townsend ferries and to major visitor centers from Port Townsend to Tacoma and Blaine to Seattle. Distributed from spring 2013 to spring 2014.
- \$1,500 – Peninsula Daily News Visitor's Guide. Targets Clallam County from Spring 2013 to Winter 2013.
- \$2,000 – Selected web advertising.
- \$2,000 – Kitsap Business Journal. May issue, Golf and Recreation; and August issue, Hospitality & Meeting facilities. The ads will also be seen on their "turning pages" online.

Individual event advertising:

- \$2,000 – Festival by the Bay – Print , radio and web advertising focusing on Kitsap County.

We also ask for funds to contract for the following services;

- \$2,500 -- Chimaquam kiosk lighting
- \$1,200 -- Visitor website maintenance and expansion

EXHIBIT B

**Jurisdiction Lodging Tax Reporting Form -- To Be Submitted to Jefferson County Administrator's Office
No Later than March 31st each Year**

PART A

All organizations are required to fill out this form:

1. Organization: _____ Year: _____ Total Lodging Tax Revenue Received: \$ _____
2. Amount used by your organization or non-profit organizations exempt from taxation under IRS 501 (c)(3) or 501 (c)(6) codes: \$ _____

PART B

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 section of the form.

Festival, Event, Tourism Facility owned by a non-profit organization or the local jurisdiction	Lodging Tax Revenue Expended (\$)	Estimated Number of Tourists*	Estimated Lodging Stays**	Measurements that demonstrate the impact of increased tourism attributable to the event, festival or facility (optional)
TOTAL:				

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