

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Peninsula Saddle Club

Contract Reference: TDF106:PSC2013

THIS AGREEMENT is made by and between the Peninsula Saddle Club, P O Box 54, Long Beach, Washington 98631. ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: "All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities..." and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee ("the LTAC") for financial assistance from COUNTY Lodging Tax proceeds ("the Proposal); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: One Thousand Five Hundred Dollars (\$1,500) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Friday, January 3, 2014.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of the Agreement's expiration) a final report demonstrating the impact they had on tourism with the funds that were granted.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

9. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD:** The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2013 and will continue through the 31st day of December 2013, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT:** If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION:** The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY:** In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **DISPUTE RESOLUTION:** Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9337

For the ORGANIZATION: Diane Carter, Secretary
Peninsula Saddle Club
P.O. Box 54
Long Beach, WA 98631
Telephone: 360/642-2541
Tax ID #91-6055914

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Peninsula Saddle Club

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Steve Rogers, Commissioner

ATTEST:

Frank Wolfe, Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2013 Promotion of Peninsula Saddle Club NPRA Rodeo event(s) to Potential Tourists Residing Out of Area (outside Pacific County):

<u>Activity:</u>	<u>Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
Brochures Produced/Printed	250	\$300
Brochures Distributed/Mailed	500	\$300
Radio Ads	5 Ads	\$400
Print Ads	4 Ads	\$500

**NOTE: print ads must be placed more than 50 miles out of Pacific County*

Total: \$1,500

Applicant Information

Organization Name: Peninsula Saddle Club

Physical Address: 6407 Sandridge Rd

City: Long Beach State: Wa Zip: 98631

Mailing Address (if different): P.O. Bx 54 Long Beach

Contact Person: Diane Carter Title: Secretary

Phone: 360-642-2541 Fax: _____ Email: _____

Preferred days and hours to call/contact: M-F 10-5

Organization Website: www.peninsulasaddleclub.com

Federal Tax ID Number: 91-6055914 UBI Number: _____

Organization is: Government Entity 501(c)(3) 501(c)(6) Other: 501-C4

(Note: You must provide verification of 501(c)(3) or 501(c)(6) status)

Year Founded: 1945 Years organization has been involved in Pacific County tourism promotion: 67

If 501(c)(3) or 501(c)(6) - Define purpose of organization as stated in bylaws, charter, and/or nonprofit application to IRS.

To promote good fellowship among the horseman of this community, to assist in community affairs, and bring favorable publicity to this part of the country.

BOARD OF DIRECTORS

Board Member Name:	Title/Position
<u>Cathi Bonney</u>	<u>President</u>
<u>Diann Wallin</u>	<u>V.P</u>
<u>Diane Carter</u>	<u>Secretary</u>
<u>Marin McDonnell</u>	<u>Treasurer</u>
<u>Marilyn Carnahan</u>	<u>Board</u>
<u>Joann Dalton</u>	<u>"</u>
<u>Teri Pierson</u>	<u>"</u>
<u>Diane Nichols</u>	<u>"</u>

List anticipated tourism related funding to be received from other entities and activities in 2013; include purpose and amounts of funding from each entity and activity if known (use additional sheets if necessary).

City of Long Beach \$2000 - Gate receipts \$12,100
donated.

Funding Request Detail

1. 2013 Pacific County Lodging Tax Funding Request:

\$ 1500⁰⁰

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds: We target Clatsop County, Grays Harbor - Lewis - Cowlitz Counties - We also target the I-5 corridor from Portland to Seattle.

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:

We have a full page ad in Traveler's Companion that covers I-5 corridor from Oregon to Wa. Visitors Bureau is provided 1/3 sheet flyers with rodeo advertising in March up until event. They mail and handout to visitors. We advertise our rodeo on 3 different radio stations prior to Rodeo (6 wks). We advertise in Chinook Observer and Daily Astorian for 2 wks. We also put up over 200 posters locally and out of area.

4. Describe how you intend to measure and report your organization's impact on tourism in Pacific County, e.g. the number of tourists visiting, and/or staying overnight in Pacific County, Include any data or estimates you have regarding the impact your organization has had on tourism.

We had record crowds on both Sat. & Sunday.

Estimate over 3000 people for both days.

We also did a parade prior to rodeo thru Long Beach which drew new people to our event.

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

COLUMN A

COLUMN B

COLUMN C

ACTIVITY

NUMBER PROJECTED

FUNDING REQUESTED

In Person Contacts

Physical location and days/hours where contacts are to take place:

Phone Contacts

Phone # and anticipated schedule when phone contacts will be made:

Brochures Produced/Printed

Brochures Distributed/Mailed

Distribution Method:

both by members & visitors bureau

Radio Ads

Radio Stations/Markets:

KVAS- KKEE- KCRX

TV Ads

TV Stations/Markets:

Print Ads

Newspaper(s)/Periodical(s)/Tourism Print Media:

Website

Page Views

Home Page Views

Other web pages linked to:

NPRA.com
 Funbeach.com

(Amount must equal total requested in #1 on previous page)

Total Column C:

DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for the purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

Diane Carter

Print Name

Secretary

Title

Diane Carter

Signature

8-27-12

Date

Ilwaco, Wa 98624

Place of Signing

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Water Music Festival Society

Contract Reference: TDF106:WMFS2013

THIS AGREEMENT is made by and between the Water Music Festival Society, P O Box 523, Seaview, Washington 98644. ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: "All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities..." and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee ("the LTAC") for financial assistance from COUNTY Lodging Tax proceeds ("the Proposal"); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: One Thousand Eight Hundred Dollars (\$1,800) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."*

The ORGANIZATION shall provide the COUNTY with a written "progress/status brief" regarding the Proposal with each reimbursement claims voucher.

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Friday, January 3, 2014.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

9. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD**: The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2013 and will continue through the 31st day of December 2013, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT**: If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION**: The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY**: In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **DISPUTE RESOLUTION**: Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE**: This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9337

For the ORGANIZATION: Judith Beezley, Treasurer
Water Music Festival Society
P.O. Box 524
Seaview, WA 98644
Telephone: 360/665-4466
Fax: 360/665-5031
Tax ID #91-1296224

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Water Music Festival Society

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Steve Rogers, Commissioner

ATTEST:

Frank Wolfe, Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2013 Promotion of Water Music Festival event(s) to Potential Tourists Residing Out of Area (outside Pacific County):

<u>Activity:</u>	<u>Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
Brochures Produced/Printed	3,000	\$1,400
Brochures Mailed/Distributed	1,600	\$ 400
		Total: <u>\$1,800</u>

Applicant Information

Organization Name: Water Music Festival Society

Physical Address: 1806 Bay Ave.

City: Ocean Park State: WA Zip: 98640

Mailing Address (if different): PO Box 524, Seaview, WA 98644

Contact Person: Judith Beezley Title: Treasurer

Phone: 360.665.4466 Fax: 360.665.5031 Email: judy.jbacctg@reachone.com

Preferred days and hours to call/contact: Mon-Thurs 9-3pm

Organization Website: www.watermusicfestival.com

Federal Tax ID Number: 91-1296224 UBI Number: 601860763

Organization is: Government Entity 501(c)(3) 501(c)(6) Other: _____

(Note: You must provide verification of 501(c)(3) or 501(c)(6) status)

Year Founded: 1985 Years organization has been involved in Pacific County tourism promotion: 27

If 501(c)(3) or 501(c)(6) - Define purpose of organization as stated in bylaws, charter, and/or nonprofit application to IRS.

The society brings classical chamber music and classical jazz to the area. We present both FREE and paid concerts for the general public as well as workshops for the schools.

BOARD OF DIRECTORS

Board Member Name:	Title/Position
<u>Robert Brake</u>	<u>President</u>
<u>Diane Marshall</u>	<u>Vice President</u>
<u>Nancy Allen</u>	<u>Secretary</u>
<u>Judy Beezley</u>	<u>Treasurer</u>
<u>Lona Niemi</u>	<u>Board Member</u>
<u>Susan Spence</u>	<u>Board Member</u>
<u>Diana Thompson</u>	<u>Chairperson for Jazz & Oyster</u>
<u>Richard Dawson</u>	<u>Board Member</u>
<u>Bob Beezley</u>	<u>Board Member</u>

List anticipated tourism related funding to be received from other entities and activities in 2013; include purpose and amounts of funding from each entity and activity if known (use additional sheets if necessary).

WA State Arts Commission \$1000 - confirmed
Western States Arts Federation \$1000 - confirmed
City of Long Beach \$1000 - promised

Funding Request Detail

1. 2013 Pacific County Lodging Tax Funding Request: \$ 1,800

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds:

Our dbase for mailing brochures captures Olympia/Tacoma/Seattle/Bellevue/Longview/Kelso/Vancouver and Portland audiences. We mail approximately 1600 brochures annually of which 85% are for areas 50-miles away or greater. We also handout between 600 and 750 brochures at Jazz & Oysters in August advertising our fall festival.

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:

Our Jazz & Oysters festival in August appeals to the younger crowd that enjoys jazz/blues, great finger food and a day in the sunshine. We have our fall festival that covers Friday night, Saturday afternoon, Saturday evening, and Sunday afternoon and appeals to people of all ages. Our Sunday concert is FREE to the public and is warmly received both by tourists and locals. Each year one of our performers will hold a workshop at one of the schools to encourage the arts. In December we have Tuba Christmas that is a great draw for the Portland and Oregon coast folks.

4. Describe how you intend to measure and report your organization's impact on tourism in Pacific County, e.g. the number of tourists visiting, and/or staying overnight in Pacific County, Include any data or estimates you have regarding the impact your organization has had on tourism.

We hand out information sheets at Jazz & Oysters where we are able to capture names, mailing addresses and email addresses. At our fall festival we hand out raffle tickets (no cost) where they fill in their names and addresses and then at the intermission for our Saturday evening concert we draw at least 5 tickets and give out t-shirts, sweatshirts, or other advertising items as a gift. This enables us to capture the majority of the audiences.

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

COLUMN A	COLUMN B	COLUMN C
ACTIVITY	NUMBER PROJECTED	FUNDING REQUESTED
In Person Contacts		
Physical location and days/hours where contacts are to take place:		
Phone Contacts		
Phone # and anticipated schedule when phone contacts will be made:		
Brochures Produced/Printed	3,000	\$2,678.00
Brochures Distributed/Mailed	1,600	\$377.95
Distribution Method:	We bulk mailed 1600 in July advertising both J&O and WMF; the rest are handed out at different concerts or mailed separately to people who makes inquiries.	
Radio Ads		
Radio Stations/Markets:		
TV Ads		
TV Stations/Markets:		
Print Ads		
Newspaper(s)/Periodical(s)/Tourism Print Media:		
Website		
Page Views		
Home Page Views		
Other web pages linked to:		
(Amount must equal total requested in #1 on previous page)	Total Column C:	\$3,055.95

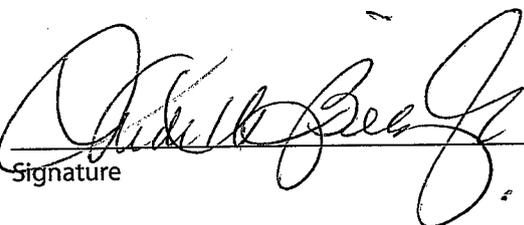
DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for the purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

Judith Janes Beezley

Print Name



Signature

Treasurer

Title

08/15/2012

Date

Ocean Park, Washington

Place of Signing

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Sunday Afternoon Live

Contract Reference: TDF106:SAL2013

THIS AGREEMENT is made by and between Sunday Afternoon Live, P O Box 41, South Bend, Washington 98586. (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: “**All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities...**” and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee (“the LTAC”) for financial assistance from COUNTY Lodging Tax proceeds (“the Proposal); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, That in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: Two Thousand Five Hundred Dollars (\$2,500) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Friday, January 3, 2014.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of the Agreement's expiration) a final report demonstrating the impact they had on tourism with the funds that were granted.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

9. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD:** The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2013 and will continue through the 31st day of December 2013, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT:** If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION:** The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY:** In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **DISPUTE RESOLUTION:** Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P O Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION: Virginia Carlson, Chairperson Emeritus
P O Box 41
South Bend, WA 98586
Telephone: 360/875-5123
Tax ID #91-1179719

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Sunday Afternoon Live

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Steve Rogers, Commissioner

ATTEST:

Frank Wolfe, Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2013 Promotion of Sunday Afternoon Live event(s) to Potential Tourists Residing Out of Area (outside Pacific County):

<u>Activity:</u>	<u>Estimated Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
Brochures Produced/Printed	1,500	\$1,000
Print Ads	35	\$1,500
<i>*NOTE: print ads must be placed more than 50 miles out of Pacific County</i>		
		Total: <u>\$2,500</u>

Applicant Information

Organization Name: Sunday Afternoon Live

Physical Address: 412 Quincy

City: South Bend State: Wa Zip: 98586

Mailing Address (if different): P.O. Box 41, South Bend, WA 98586

Contact Person: Virginia Carlson Title: Chairperson Emeritus

Phone: 360 875-5123 Fax: none Email: carlson@willapabay.org

Preferred days and hours to call/contact: anytime

Organization Website: www.SundayAfternoonLive.org

Federal Tax ID Number: 91-1179719 UBI Number: 602-601-069

Organization is: Government Entity 501(c)(3) 501(c)(6) Other: _____

(Note: You must provide verification of 501(c)(3) or 501(c)(6) status)

Year Founded: 2004 Years organization has been involved in Pacific County tourism promotion: _____

If 501(c)(3) or 501(c)(6) - Define purpose of organization as stated in bylaws, charter, and/or nonprofit application to IRS.

The mission of the organization is to enhance the quality of life for our residents and contribute to the vitality of the Willapa Harbor Community and surrounding region by hosting a wide variety of affordable, high quality live entertainment and cultural performances without regard to race, color, sexual orientation and gender. Educational opportunities available with performers shall be pursued.

BOARD OF DIRECTORS

Board Member Name:	Title/Position
<u>Cecelia Seaman</u>	<u>Chairperson</u>
<u>Virginia Carlson</u>	<u>Chairperson Emeritus</u>
<u>Candy Nichols</u>	<u>Publicity</u>
<u>Adella Hougan</u>	<u>Treasurer</u>
<u>Ann Mergens</u>	<u>Member at large</u>
<u>Effa Winslow</u>	<u>Web master/designer</u>
<u>Beryl Adams</u>	<u>Member at large</u>
<u>Marilyn Stephens</u>	<u>Secretary</u>
<u>Vivian Edersheim</u>	<u>Member at large</u>

List anticipated tourism related funding to be received from other entities and activities in 2013; include purpose and amounts of funding from each entity and activity if known (use additional sheets if necessary).

none

Funding Request Detail

1. 2013 Pacific County Lodging Tax Funding Request:

\$ 2,700

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds:

Individuals outside the county who prefer to drive in the daylight hours to a quality performance in a relaxing, easily accessible location. Tickets are reasonably priced, making this an outstanding value even with rising gas prices. The affordability makes the wide variety of performances attractive to families and mature adults.

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:

Advertising in Artrails brochure, Pacific County Press Tourism Book, Coast Visitor's Guide, Senior Sunset Times, Pacific County Fair Bulletin, Season Brochures, Posters, Bishop Center Programs and Driftwood Players Programs, Web site.

4. Describe how you intend to measure and report your organization's impact on tourism in Pacific County, e.g. the number of tourists visiting, and/or staying overnight in Pacific County, Include any data or estimates you have regarding the impact your organization has had on tourism.

This season is seeing an increase of 28% in the purchase of season tickets from out-of-county areas, even though this is early in our season. Season ticket sales are not final until 12/2012. Last season there were about 200 season ticket holders. Occasional surveys are taken at performances to determine where the audience originates. Audiences from out-of-the area increased in the last couple of years.

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

COLUMN A	COLUMN B	COLUMN C
ACTIVITY	NUMBER PROJECTED	FUNDING REQUESTED
In Person Contacts	0	
Physical location and days/hours where contacts are to take place:		
Phone Contacts	0	
Phone # and anticipated schedule when phone contacts will be made:		
Brochures Produced/Printed	1,500	\$500.00
Brochures Distributed/Mailed		
Distribution Method:		
Radio Ads	0	
Radio Stations/Markets:		
TV Ads	0	
TV Stations/Markets:		
Print Ads	30,000	\$2,200.00
Newspaper(s)/Periodical(s)/Tourism Print Media:		
Website		
Page Views		
Home Page Views		
Other web pages linked to:		
(Amount must equal total requested in #1 on previous page)	Total Column C:	\$2,700.00

DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for the purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

Virginia Carlson

Print Name

Chairperson Emeritus

Title

Virginia Carlson

Signature

Aug. 29, 2012

Date

Place of Signing

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Pacific County Fair

Contract Reference: TDF106:PCF2013

THIS AGREEMENT is made by and between the Pacific County Fair Board, P O Box 142, Menlo, Washington 98561. ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: "All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities..." and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee ("the LTAC") for financial assistance from COUNTY Lodging Tax proceeds ("the Proposal"); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: One Thousand Dollars (\$1,000) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists.

The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Friday, January 3, 2014.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of the Agreement's expiration) a final report demonstrating the impact they had on tourism with the funds that were granted.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

9. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD:** The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2013 and will continue through the 31st day of December 2013, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT:** If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION:** The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY:** In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **DISPUTE RESOLUTION:** Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9337

For the ORGANIZATION: Pacific County Fair Manager
Scott McDougall
P.O. Box 142
Menlo, WA 98561
Telephone: 360/942-3713
Fax: 360/942-3577

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Pacific County Fair Board

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Steve Rogers, Commissioner

ATTEST:

Frank Wolfe, Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2013 Promotion of Pacific County Fair event(s) to Potential Tourists Residing Out of Area (outside Pacific County):

<u>Activity:</u>	<u>Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
Phone Contacts	100	\$100
Brochures Printed/Produced	250	\$450
Radio Ads	5	\$200
Print Ads	5	\$250

**NOTE: print ads must be placed more than 50 miles out of Pacific County*

Total: \$1,000

Applicant Information

Organization Name: Pacific County Fair

Physical Address: # 5 Fair Lane

City: Menlo State: WA Zip: 98561

Mailing Address (if different): PO Box 88, South Bend, WA 98586

Contact Person: Curt Marsh Title: Fair and Events Manager

Phone: 360-942-3713 Fax: 360-942-3577 Email: pcfair@willapabay.org

Preferred days and hours to call/contact: Mondays or Thursdays 9 am - 3 pm

Organization Website: co.pacific.wa.us

Federal Tax ID Number: 916 001 356 UBI Number: _____

Organization is: Government Entity 501(c)(3) 501(c)(6) Other: _____

(Note: You must provide verification of 501(c)(3) or 501(c)(6) status)

Year Founded: 1896 Years organization has been involved in Pacific County tourism promotion: 116

If 501(c)(3) or 501(c)(6) - Define purpose of organization as stated in bylaws, charter, and/or nonprofit application to IRS.

The objective of the Pacific County Fair is to provide a safe, informative, educational, and entertaining forum for the people of and visitors to Pacific County and to display their hobbies and talents while enjoying the friendly social atmosphere of the area. This objective is intended to support the local, regional, and state youth activities as well as individual creativity offered and displayed at the Pacific County Fair.

BOARD OF DIRECTORS

Board Member Name:	Title/Position
<u>Dean Farrell</u>	<u>Chairman</u>
<u>Stan Smith</u>	<u>Vice Chairman</u>
<u>Mary Jane Doubek</u>	<u>Secretary</u>
<u>Margaret Olsen</u>	<u>Member</u>
<u>John Gruginski</u>	<u>Member</u>
<u>Lori Ashley</u>	<u>Member</u>
<u>Mary Roberts</u>	<u>Member</u>
_____	_____
_____	_____

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PACIFIC COUNTY

AUG 30 2012

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

List anticipated tourism related funding to be received from other entities and activities in 2013; include purpose and amounts of funding from each entity and activity if known (use additional sheets if necessary).

We have received sponsorships from local banks and businesses to bring in entertainment from out of town and out of area such as Kramer's Classic Percheron Draft Horses and Stormy the Clown and Professor Buzzy. The local Chamber of Commerce assisted in hosting the BMW Riders of Washington annual Rally this year.

Funding Request Detail

1. 2013 Pacific County Lodging Tax Funding Request: \$ 1,000

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds:

Place ads in The Capital Press (Ag Newspaper) Salem, Or---The Olympian in Olympia, Thurston County---The Daily World, Aberdeen, Grays Harbor County---The Chronicle, Centralia, Lewis County. Radio air commercials in Centralia KITI and KELA. Radio air commercials in Aberdeen KDUX and 105.7 the Jet.

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:

We plan to include entertainment acts and encourage exhibitor participation from the south end of Pacific County and the Peninsula area as well by having a special day at the fair for each of these communities.

4. Describe how you intend to measure and report your organization's impact on tourism in Pacific County, e.g. the number of tourists visiting, and/or staying overnight in Pacific County, Include any data or estimates you have regarding the impact your organization has had on tourism.

Plan to implement survey questionnaire to be handed to Fair Guests at entry gate in 2013.

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

COLUMN A	COLUMN B	COLUMN C
ACTIVITY	NUMBER PROJECTED	FUNDING REQUESTED
In Person Contacts	200	
Physical location and days/hours where contacts are to take place:	Visitors Bureau, Longbeach, WA---Chambers of Commerce in Ocean Park, WA, South Bend , WA, Centralia/Chehalis, WA, Aberdeen/Hoquiam, WA	
Phone Contacts	100	
Phone # and anticipated schedule when phone contacts will be made:		
Brochures Produced/Printed	3,000	\$300.00
Brochures Distributed/Mailed	3,000	
Distribution Method:	Hand delivery, local businesses, county extension offices in WA State, other Fairs in State	
Radio Ads	140	\$500.00
Radio Stations/Markets:	Aberdeen/Hoquiam Thurston County and Centralia/Chehalis Lewis County	
TV Ads	0	
TV Stations/Markets:		
Print Ads	12	\$200.00
Newspaper(s)/Periodical(s)/Tourism Print Media:	Capital Press, Salem Or--Olympian Thurston County--Daily World Grays Harbor County--The Chronicle Lewis County--Chinook Observer, Pacific Press, The Willapa Herald Pacific County	
Website		
Page Views	1	
Home Page Views		
Other web pages linked to:		
(Amount must equal total requested in #1 on previous page)	Total Column C:	\$1,000.00

DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for the purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

Curt Marsh

Print Name



Signature

Fair and Events Manager

Title

30 August 2012

Date

South Bend, WA

Place of Signing

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Northwest Carriage Museum

Contract Reference: TDF106:NWCM2013

THIS AGREEMENT is made by and between the Northwest Carriage Museum, P O Box 534, Raymond, Washington 98577 (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: “**All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities...**” and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee (“the LTAC”) for financial assistance from COUNTY Lodging Tax proceeds (“the Proposal); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: Five Thousand Dollars (\$5,000) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Friday, January 3, 2014.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of the Agreement's expiration) a final report demonstrating the impact they had on tourism with the funds that were granted.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

9. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD**: The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2013 and will continue through the 31st day of December 2013, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT**: If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION**: The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY**: In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **DISPUTE RESOLUTION**: Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE**: This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION: Laurie Bowman, Director
P O Box 534
Raymond, WA 98577
Telephone: 360/942-4150
Tax ID #91-2027251

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Northwest Carriage Museum

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Steve Rogers, Commissioner

ATTEST:

Frank Wolfe, Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2013 Promotion of the Pacific County area and/or Events/Attractions in Pacific County to Potential Tourists Residing Out of Area (outside Pacific County):

<u>Activity:</u>	<u>Estimated Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
In-Person Contacts	3,000	\$1,000
Brochures Produced/Printed	2,500	\$2,000
Print Ads	8	\$1,000
<i>*NOTE: print ads must be placed more than 50 miles out of Pacific County</i>		
Home Page Views	3,000	\$1,000
		Total: <u>\$5,000</u>

Applicant Information

Organization Name: Northwest Carriage Museum

Physical Address: 314 Alder Street

City: Raymond State: WA Zip: 98577

Mailing Address (if different): P.O. Box 534, Raymond, WA 98577

Contact Person: Laurie Bowman Title: Director

Phone: 360 942-4150 Fax: _____ Email: lbowman@crescomm.net

Preferred days and hours to call/contact: Monday-Friday 10-4pm or cell 360 942-9093

Organization Website: www.nwcarriagemuseum.org

Federal Tax ID Number: 91-2027251 UBI Number: 602-034-689

Organization is: Government Entity 501(c)(3) 501(c)(6) Other: _____

(Note: You must provide verification of 501(c)(3) or 501(c)(6) status)

Year Founded: 2000 Years organization has been involved in Pacific County tourism promotion: 10 years

If 501(c)(3) or 501(c)(6) - Define purpose of organization as stated in bylaws, charter, and/or nonprofit application to IRS.

The purpose of the organization is to operate the Northwest Carriage Museum and to preserve and interpret the collection of horse drawn vehicles and period artifacts.

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PACIFIC COUNTY

AUG 22 2012

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

BOARD OF DIRECTORS

Board Member Name:	Title/Position
<u>Laurie Bowman</u>	<u>President</u>
<u>Randy Dennis</u>	<u>Vice President</u>
<u>Pat Gardner</u>	<u>Secretary</u>
<u>Kelly Habersetzer</u>	<u>Treasurer</u>
<u>Kay Booth</u>	_____
<u>Jerry Bowman</u>	_____
<u>Amy Dennis</u>	_____
<u>Ray Robinson</u>	_____
<u>Cathy Russ / Rebecca Watson</u>	_____

List anticipated tourism related funding to be received from other entities and activities in 2013; include purpose and amounts of funding from each entity and activity if known (use additional sheets if necessary).

L. V. Raymond Foundation \$1,000.

Funding Request Detail

1. 2013 Pacific County Lodging Tax Funding Request:

\$ 6,000

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds:

The NW Carriage Museum targets our advertising to tourists and groups planning to visit the Washington Coast, people who love cultural tourism. This includes car and antique collector clubs, schools, group tour companies, senior groups, service organizations, RV clubs, and horse lovers.

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:

The funding received from the Pacific County Lodging Tax is vitally important to the museum's advertising activities. The majority of the funding is utilized to purchase advertising in print publications. We advertise in visitor guides in Lewis County, King County, Grays Harbor County, the northern Oregon Coast, and our Pacific County Visitor Guides. The funding also supports the museum website, which is vital to promoting the museum on the World Wide Web. The museum website generated over 30,000 hits so far this year, with over 3000 unique visitors. It is linked to other visitor information websites, museum websites, and carriage related websites. We print and distribute 2500 brochures annually, which are distributed to other museums, and visitor information centers, senior activity groups, service clubs, schools, and other activity groups in order to market the museum and Pacific County.

4. Describe how you intend to measure and report your organization's impact on tourism in Pacific County, e.g. the number of tourists visiting, and/or staying overnight in Pacific County, Include any data or estimates you have regarding the impact your organization has had on tourism.

We record our organization's impact on tourism by keeping track of the number of visitors to the museum every day and by tracking the number of webpage hits to our website. Every year we welcome over 3,000 people to the museum. Tourists who visit the museum spend money in the community by dining at local restaurants, and shopping at local stores. We greet our guests with enthusiasm and are front line ambassadors for Pacific County by distributing Pacific County visitor information and promoting our County's attractions and businesses to visitors to the museum.

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

COLUMN A ACTIVITY	COLUMN B NUMBER PROJECTED	COLUMN C FUNDING REQUESTED
In Person Contacts	3,000	\$2,300.00
Physical location and days/hours where contacts are to take place:	314 Alder Street, Raymond, WA Open seven days a week Spring/Summer Wed- Sunday Fall/ Winter	
Phone Contacts		
Phone # and anticipated schedule when phone contacts will be made:		
Brochures Produced/Printed	2,500	\$300.00
Brochures Distributed/Mailed		
Distribution Method:	Direct mailing, distributing at regional visitor centers, and other museums and shows.	
Radio Ads		
Radio Stations/Markets:		
TV Ads		
TV Stations/Markets:		
Print Ads	10	\$2,500.00
Newspaper(s)/Periodical(s)/Tourism Print Media:	Pelican Post, Centralia Chronicle, NW Destinations, Discovery Coast, Senior Sunset Times, WA Draft Horse Assoc., South Beach Bulletin, Willapa Harbor Herald, Pacific County Press, & Chinook Observer	
Website		
Page Views	3,500	\$900.00
Home Page Views		
Other web pages linked to:	Local visitor information, museums, and carriage information sites.	
(Amount must equal total requested in #1 on previous page)	Total Column C:	\$6,000.00

DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for the purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

Laurie Bowman

Print Name

Director

Title

Laurie Bowman

Signature

8-17-12

Date

Northwest Carriage Museum

Place of Signing

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Tokeland-North Cove Chamber of Commerce

Contract Reference: TDF106:TNCCOC2013

THIS AGREEMENT is made by and between the Tokeland-North Cove Chamber of Commerce, P O Box 132, Tokeland, Washington 98590 (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: “**All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities...**” and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee (“the LTAC”) for financial assistance from COUNTY Lodging Tax proceeds (“the Proposal); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: Two Thousand Dollars (\$2,000) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Friday, January 3, 2014.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of the Agreement's expiration) a final report demonstrating the impact they had on tourism with the funds that were granted.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

9. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD**: The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2013 and will continue through the 31st day of December 2013, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT**: If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION**: The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY**: In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **DISPUTE RESOLUTION**: Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE**: This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION: Shirley Robinson, Treasurer
P.O. Box 132
Tokeland, WA 98590
Telephone: 360/267-4701
Tax ID #71-1034247

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Tokeland-North Cove Chamber of Commerce

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Steve Rogers, Commissioner

ATTEST:

Frank Wolfe, Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2013 Promotion of the Pacific County area and/or Events/Attractions in Pacific County to Potential Tourists:

<u>Activity:</u>	<u>Estimated Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
Brochures Produced/Printed	500	\$ 600
Brochures Mailed/Distributed	1,500	\$ 600
Print Ads	5	\$ 800

**NOTE: print ads must be placed more than 50 miles out of Pacific County*

Total: \$2,000

Applicant Information

AUG 30 2012

Organization Name: Tokeland-North Cove Chamber of Commerce

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

Physical Address: P O Box 132

City: Tokeland State: WA Zip: 98590-0132

Mailing Address (if different): _____

Contact Person: Shirley Robinson Title: Treasurer

Phone: 360-267-4701 Fax: _____ Email: robertsl-m@msn.com

Preferred days and hours to call/contact: _____

Organization Website: www.tokeland-northcovechambercommerce.org

Federal Tax ID Number: 71-1034247 UBI Number: 602-757-030

Organization is: Government Entity 501(c)(3) 501(c)(6) Other: _____

(Note: You must provide verification of 501(c)(3) or 501(c)(6) status)

Year Founded: pre-1967 Years organization has been involved in Pacific County tourism promotion: 26

If 501(c)(3) or 501(c)(6) - Define purpose of organization as stated in bylaws, charter, and/or nonprofit application to IRS.

This organization shall promote and perpetuate business, commercial, industrial, professional and civic interests of the Tokeland and North Cove communities and surrounding areas. All activities shall be lawful; non-profit; non-partisan; and non-sectarian.

BOARD OF DIRECTORS

Board Member Name:	Title/Position
<u>Larry Roberts</u>	<u>President</u>
<u>Robert Merrill</u>	<u>Vice-President</u>
<u>Shirley Robinson</u>	<u>Treasurer</u>
<u>Marlise Pedersen/Mary Jean Grimes</u>	<u>Secretary</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

List anticipated tourism related funding to be received from other entities and activities in 2013; include purpose and amounts of funding from each entity and activity if known (use additional sheets if necessary).

Garage Sale-\$900.00
Parade/picnic donations-\$100.00
Woodfest Vendor raffle fees-\$650.00
Art show/wine tasting donations-\$75.00

Funding Request Detail

1. 2013 Pacific County Lodging Tax Funding Request:

\$ ~~4690.00~~ 4690.00

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds:

Brochures are disseminated to five surrounding counties and two states. They promote events that appeal to a wide variety of tourists and all aspects of society. Advertising is placed on the State's Ferry system through supplements and event books. Chamber members promote tourism while traveling on personal vacations to many different states.

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:

Art Walk-Artists in the area open their studios for tourists to observe their work and work spaces. Many demonstrate their work during the walk.

Memorial Day Garage Sale Fundraiser- Proceeds from the sale are specifically targeted for the Fourth of July Parade and Picnic.

Fourth of July Parade and Picnic-Held on the Saturday closest to the Fourth of July. A broad tourist base attends this old fashioned Fourth celebration, including many out of state attendees. Hosting on average over one thousand spectators and participants, the parade is followed by a picnic on the Historic Hotel's grounds before old fashioned games are played by all.

Woodfest-Held at the Port of Willapa Harbor/Tokeland Marina in August of each year, this activity draws both artists and tourists from many of our North West states as well as Canada.

Out of the Box Art and Wine Tasting-Held in conjunction with a community garage sale, this event draws tourists to the beach for some unique treasures. Proceeds from the event are donated to the local school districts art department.

4. Describe how you intend to measure and report your organization's impact on tourism in Pacific County, e.g. the number of tourists visiting, and/or staying overnight in Pacific County, Include any data or estimates you have regarding the impact your organization has had on tourism.

Each event conducted by the chamber is tracked through guest sign in sheets and correlated by zip code. The chamber also tracks traffic on it's website, and Facebook page. In addition, local business' supply information to the Chamber. In 2011 we estimated over 1500 people either camped, motelled or drove from other vicinities to participate or observe the parade/picnic. Artists participating in Woodfest either camped or hotelled locally. The art show/wine tasting coincides with the community garage sale, covering over 25 miles of sales, creating a large tourist influx.

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

COLUMN A ACTIVITY	COLUMN B NUMBER PROJECTED	COLUMN C FUNDING REQUESTED
In Person Contacts	2,500	\$500.00
Physical location and days/hours where contacts are to take place:	Chamber booths at events/membership meetings	
Phone Contacts	100	\$400.00
Phone # and anticipated schedule when phone contacts will be made:	360-267-0394, 360-580-5904, 360-267-4701, 360-267-2171, 360-267-0885 Chamber officers who are contacted and whom make contacts throughout the year	
Brochures Produced/Printed	2,000	\$1,500.00
Brochures Distributed/Mailed	1,500	\$150.00
Distribution Method:	Mailings and hand carries to different chambers and businesses in surrounding counties and states.	
Radio Ads	5	\$300.00
Radio Stations/Markets:	Washington, Oregon	
TV Ads		
TV Stations/Markets:		
Print Ads	25	\$1,600.00
Newspaper(s)/Periodical(s)/Tourism Print Media:		
Website		
Page Views		
Home Page Views	1,200	\$240.00
Other web pages linked to:	Westport COC, Facebook	
(Amount must equal total requested in #1 on previous page)	Total Column C:	\$4,690.00

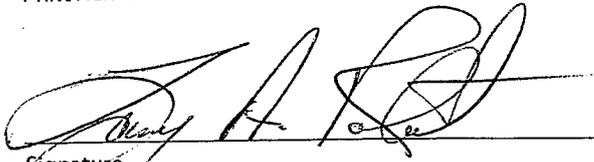
DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for the purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

Larry Roberts

Print Name


Signature

President

Title

8/28/2012

Date

Tokeland, WA

Place of Signing

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Pacific County Economic Development Council

Contract Reference: TDF106:PCEDC2013

THIS AGREEMENT is made by and between the Pacific County Economic Development Council, 530 Commercial Street, Raymond, Washington 98577. (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: “**All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities...**” and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee (“the LTAC”) for financial assistance from COUNTY Lodging Tax proceeds (“the Proposal); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: Ten Thousand Dollars (\$10,000) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Friday, January 3, 2014.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of the Agreement's expiration) a final report demonstrating the impact they had on tourism with the funds that were granted.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

9. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD**: The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2013 and will continue through the 31st day of December 2013, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT**: If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION**: The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY**: In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **DISPUTE RESOLUTION**: Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE**: This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION: Cathy Russ, Executive Director
530 Commercial Street
Raymond, WA 98577
Telephone: 360/875-9330
Fax: 360/875-9305
UBI #601044275

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Pacific County Economic Development Council

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Steve Rogers, Commissioner

ATTEST:

Frank Wolfe, Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2013 Promotion of the Pacific County area and/or Events/Attractions in Pacific County to Potential Tourists:

<u>Activity:</u>	<u>Estimated Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
In-Person Contacts	100	\$ 500
Brochures Produced/Printed	14,000	\$5,500
Brochures Distributed/Mailed	10,000	\$1,500
Print Ads	5	\$1,000
<i>*NOTE: print ads <u>must be placed more than 50 miles out of Pacific County</u></i>		
Home Page Views	14,000	\$1,500
		Total: <u>\$10,000</u>

List anticipated tourism related funding to be received from other entities and activities in 2013; include purpose and amounts of funding from each entity and activity if known (use additional sheets if necessary).

*\$5,000 - WA State ADO Funds

*\$2,000 - PCEDC membership dues

*Note - Estimated portion of funding dedicated for tourism promotion from these sources.

Funding Request Detail

1. 2013 Pacific County Lodging Tax Funding Request:

\$ 10,000

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds:

Internet audience via the EDC's website

Radio audience via product box give-aways

Brochure distribution to hotels, motels, events, etc.

Print advertisement

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:

1. Develop, print and distribute North 101/105 Loop Map; 2. Participate in and distribution of Columbia Pacific Scenic Drive Loop map; 3. Develop, update and maintain tourism section of the PCEDC website with links to other tourism websites; 4. Distribution of promotional CD of Pacific County on PCEDC website and mail outs; 5. Update, print, and distribution of the following brochures: Discovery Awaits! Pacific County, Incredible Delectibles, and Nature's Best Effort. 6. Update, print and distribution of litter bag with map of Pacific County sites of interest; 7. Serve on the LBPVB Board; 8. Participate in the WHCC meetings; 9. Display tri-fold on Pacific County at various state-wide meetings, conferences, event and Pacific County Fair; 10. Provide product boxes for sale and distribution to various organizations for promotion of Pacific County; 11. Conduct periodic drawings for a product box giveaway on EDC website to increase traffic to the tourism section; 12. Maintain Washington Chamber of Commerce database and send e-mail updates of Pacific County events. 13. Create and maintain partnerships for the promotion of tourism activities; and 14. Serve as an advocate with legislators regarding the tourism industry.

4. Describe how you intend to measure and report your organization's impact on tourism in Pacific County, e.g. the number of tourists visiting, and/or staying overnight in Pacific County, Include any data or estimates you have regarding the impact your organization has had on tourism.

1. Document and maintain project staff hours and incurred project related expenses; 2. Track Taxable Retail Sales as provided by the Washington State Department of Revenue; 3. Track the number of marketing fliers, tourism brochures, litter bags and CD's distribution to organizations and individuals; 4. Track number of web page hits; 5. Attend merchant and tourist related events and meetings to support the development of strategies for the expansion of tourism opportunities; and 6. Distribution of product boxes outside of Pacific County for the promotion of business.

4.

	2007	2008	2009	2010	2011
Web Hits	14,326	14,787	15,653	13,616	
Brochure Distribution	7,844	10,671	10,600	6,261	
Product Boxes/Displays	30	349	18		

	2007	2008	2009	2010	2011
Taxable Retail Sales	\$220,692,806	\$233,533,677	\$200,440,152	\$195,303,371	\$203,479,413

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

COLUMN A	COLUMN B	COLUMN C
ACTIVITY	NUMBER PROJECTED	FUNDING REQUESTED
In Person Contacts	100	\$700.00
Physical location and days/hours where contacts are to take place:	Pacific County Fair, South Bend Labor Day Festival, Ilwaco Art Walks, Astoria/Warrenton Seafood Festival, Willapa Festival Days	
Phone Contacts		
Phone # and anticipated schedule when phone contacts will be made:		
Brochures Produced/Printed	14,000	\$6,600.00
Brochures Distributed/Mailed	10,000	\$700.00
Distribution Method:		
Radio Ads		
Radio Stations/Markets:		
TV Ads		
TV Stations/Markets:		
Print Ads	5	\$1,000.00
Newspaper(s)/Periodical(s)/Tourism Print Media:	PC Press Visitor's Guide, Traveler's Companion, Pacific County Fair, and/or others	
Website		
Page Views		
Home Page Views	14,000	\$1,000.00
Other web pages linked to:	See Attachment	
(Amount must equal total requested in #1 on previous page)	Total Column C: 10,000	

DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for the purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

Catherine F. Russ

Print Name

Executive Director

Title

Catherine F. Russ

Signature

7-12-12

Date

530 Commercial St., Raymond, WA 98577

Place of Signing

TOURISM SERVICE CONTRACT

Lodging Tax Contract: World Kite Museum & Hall of Fame

Contract Reference: TDF106:WKM2013

THIS AGREEMENT is made by and between the World Kite Museum & Hall of Fame, P O Box 964, Long Beach, Washington 98631. ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: **"All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities..."** and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee ("the LTAC") for financial assistance from COUNTY Lodging Tax proceeds ("the Proposal"); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: Fourteen Thousand Dollars (\$14,000) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Sections 2. Use of Funds and Appendix A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Friday, January 3, 2014.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of the Agreement's expiration) a final report demonstrating the impact they had on tourism with the funds that were granted.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION**: In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION**: The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS**: The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS**: In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

9. **ENTIRE AGREEMENT/MODIFICATIONS**: This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD**: The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2013 and will continue through the 31st day of December 2013, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT**: If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION**: The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY**: In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **DISPUTE RESOLUTION**: Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE**: This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION: Katharine Buesing, Director
P.O. Box 964
Long Beach, WA 98631
Telephone: 360/642-4020
Fax: 360/642-4020
Tax ID #91-1464585

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
World Kite Museum & Hall of Fame

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Steve Rogers, Commissioner

ATTEST:

Frank Wolfe, Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2013 Promotion of the Pacific County area to Potential Tourists Residing Out of Area (outside Pacific County):

<u>Activity:</u>	<u>Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
In Person Contacts	10,000	\$6,000
Brochures Produced/Printed	5,000	\$3,000
Brochures Distributed/Mailed	5,000	\$2,500
Print Ads	5	\$2,500

**NOTE: print ads must be placed more than 50 miles out of Pacific County*

Total: \$14,000

Applicant Information

Organization Name: WORLD KITE MUSEUM & HALL OF FAME

Physical Address: 303 SID SNYDER DRIVE, WEST

City: LONG BEACH State: WA Zip: 98631

Mailing Address (if different): P.O. BOX 964, LONG BEACH, WA 98631-0964

Contact Person: KATHARINE BUESING Title: MUSEUM DIRECTOR

Phone: 360-642-4020 Fax: 360-642-4020 Email: info@worldkitemuseum.com

Preferred days and hours to call/contact: Monday thru Friday 10:00 a.m. to 3:00 p.m.

Organization Website: www.worldkitemuseum.com

Federal Tax ID Number: 91-1464585 UBI Number: 601 107 409

Organization is: Government Entity 501(c)(3) 501(c)(6) Other: _____

(Note: You must provide verification of 501(c)(3) or 501(c)(6) status)

Year Founded: 1988 Years organization has been involved in Pacific County tourism promotion: 22

If 501(c)(3) or 501(c)(6) - Define purpose of organization as stated in bylaws, charter, and/or nonprofit application to IRS.

Promote the development, creation, history, preservation and flying of kites and for other educational and community purposes that are not prohibited by law for non-profit organizations.

BOARD OF DIRECTORS

Board Member Name:	Title/Position
<u>BLAINE WALKER</u>	<u>PRESIDENT</u>
<u>JIM SAYCE</u>	<u>VICE PRESIDENT</u>
<u>SHERRY HASH</u>	<u>SECRETARY</u>
<u>CECILIA MORRIS-OVERTON</u>	<u>TREASURER</u>
<u>MERRY SCHARFE</u>	<u>DIRECTOR</u>
<u>GORDON ZUERN</u>	<u>DIRECTOR</u>
<u>LINDA KAINO</u>	<u>DIRECTOR</u>
<u>LANCE FORD</u>	<u>DIRECTOR</u>
_____	_____

List anticipated tourism related funding to be received from other entities and activities in 2013; include purpose and amounts of funding from each entity and activity if known (use additional sheets if necessary).

CITY OF LONG BEACH: WINDLESS KITES \$1,500, ONE SKY, ONE WORLD \$1,000, SPRING BREAK \$1,000.

Funding Request Detail

1. 2013 Pacific County Lodging Tax Funding Request:

\$ 17,000

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds:

We cover Washington State, The I-5 Corridor, Washington and Oregon Coast, the rest of the U.S. and British Columbia.

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:

Our advertising expense draws tourists to the Long Beach Peninsula all year. The specific publishers vary from year to year. The following are 2012 actual and anticipated expenses.

- a. In addition to the active events during the tourism season the Kite Museum has seven events during the balance of the year. We also have a Facebook presence.
- b. Media Ad Placements. See attached detail.
- c. Monthly E-letter sent to AKA, Kite Museum members and other interested people.
- d. Web page - Updated monthly by Beachdog.com from Kite Museum staff.
- e. Timely Press Releases prepared by the Museum staff and sent to newspapers and tourist publications. See attached detail.
- f. Rack cards, post cards and posters for individual events. Published and distributed throughout the year.
- g. Collaborations and special events. See attached detail.
- h. Newsletter 2-3 times a year.

4. Describe how you intend to measure and report your organization's impact on tourism in Pacific County, e.g. the number of tourists visiting, and/or staying overnight in Pacific County, Include any data or estimates you have regarding the impact your organization has had on tourism.

We count the number of visitors to Museum and Museum store. The majority also sign our Guest Register showing where they came from and the number of days they are staying in the community. Some 8,000 to 10,000 people visited the Museum and Museum store. There were approximately 5400 overnight stays in 2011 and 2100 during the 1st 6 months of 2012.

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

COLUMN A	COLUMN B	COLUMN C
ACTIVITY	NUMBER PROJECTED	FUNDING REQUESTED
In Person Contacts	10,000	\$1,000.00
Physical location and days/hours where contacts are to take place:	303 Sid Snyder Drive, West, Long Beach, WA Winter: 5 days/week - 6 hrs/ Summer: 7 Day/week - 6 hrs/Day	
Phone Contacts		\$1,000.00
Phone # and anticipated schedule when phone contacts will be made:	360-642-4020 - Winter: 5 days/week, 6 hrs/day Summer: 7 day/week, 6 hrs/day	
Brochures Produced/Printed	5,000	\$600.00
Brochures Distributed/Mailed	5,000	
Distribution Method:	Mailing & poster display	
Radio Ads		\$300.00
Radio Stations/Markets:	SW Washington & Oregon Coast - KAST & KCRX	
TV Ads		
TV Stations/Markets:		
Print Ads		11,400
Newspaper(s)/Periodical(s)/Tourism Print Media:	See page 8 details	
Website		
Page Views		
Home Page Views		\$2,700.00
Other web pages linked to:	E-letters - 12	
(Amount must equal total requested in #1 on previous page)	Total Column C:	17,000

DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for the purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

KATHARINE BUESING

Print Name

MUSEUM DIRECTOR

Title

Katharine Buesing

Signature

8-27-12

Date

LONG BEACH, WASHINGTON

Place of Signing

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Columbia Pacific Heritage Museum

Contract Reference: TDF106:CPHM2013

THIS AGREEMENT is made by and between the Columbia Pacific Heritage Museum, P O Box 153, Ilwaco, Washington 98624. (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: “**All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities...**” and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee (“the LTAC”) for financial assistance from COUNTY Lodging Tax proceeds (“the Proposal); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: Twenty Thousand Dollars (\$20,000) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Friday, January 3, 2014.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of the Agreement's expiration) a final report demonstrating the impact they had on tourism with the funds that were granted.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

9. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD**: The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2013 and will continue through the 31st day of December 2013, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT**: If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION**: The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY**: In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **DISPUTE RESOLUTION**: Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE**: This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION: Betsy Millard, Executive Director
P.O. Box 153
Ilwaco, WA 98624
Telephone: 360/642-3446
Fax: 360/642-4615
Tax ID #91-1217397

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Columbia Pacific Heritage Museum

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Steve Rogers, Commissioner

ATTEST:

Frank Wolfe, Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2013 Promotion of the Pacific County area and/or Events/Attractions in Pacific County to Potential Tourists:

<u>Activity:</u>	<u>Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
In-Person Contacts	10,000	\$ 8,000
Phone Contacts	3,000	\$ 1,500
Brochures Produced/Printed	8,000	\$ 4,000
Brochures Distributed/Mailed	7,000	\$ 2,000
Print Ads	8	\$ 2,500
<i>*NOTE: ads must be placed more than 50 miles out of Pacific County</i>		
Web Site/Page Views	25,000	\$ 1,000
Web Site/Home Page Views	125,000	\$ 1,000
		Total: <u>\$20,000</u>

AUG 22 2012

Applicant Information

CENTRAL ADMINISTRATION
BOARD OF COMMISSIONERS

Organization Name: Ilwaco Heritage Foundation (d/b/a Columbia Pacific Heritage Museum)

Physical Address: 115 SE Lake Street

City: Ilwaco State: WA Zip: 98624

Mailing Address (if different): PO Box 153

Contact Person: Betsy Millard Title: Executive Director

Phone: 360-642-3446 Fax: 360-642-4615 Email: director@cphm-ilwaco.org

Preferred days and hours to call/contact: Tuesday - Friday 10AM - 4PM

Organization Website: columbiapacificheritagemuseum.org

Federal Tax ID Number: 91-1217397 UBI Number: 600-543-092

Organization is: Government Entity 501(c)(3) 501(c)(6) Other: _____

(Note: You must provide verification of 501(c)(3) or 501(c)(6) status)

Year Founded: 1983 Years organization has been involved in Pacific County tourism promotion: 29

If 501(c)(3) or 501(c)(6) - Define purpose of organization as stated in bylaws, charter, and/or nonprofit application to IRS.

The purpose of the Columbia Pacific Heritage Museum is to preserve and interpret the heritage of the Columbia Pacific region through Education, Collections, Preservation, Exhibitions and Research with the intended result of increasing awareness and personal growth for residents and VISITORS to the Columbia Pacific region.

BOARD OF DIRECTORS

Board Member Name:	Title/Position
<u>Jim Neva</u>	<u>President</u>
<u>Wendi Peterson</u>	<u>Vice-President</u>
<u>Dian Schroeder</u>	<u>Secretary</u>
<u>Dustin Mead</u>	<u>Treasurer</u>
<u>Mark Clemmens, Mark Dobney, Bill Garvin</u>	<u>Board Members</u>
<u>Debby Haliburton, Karen Kaino, Gary Kobes</u>	<u>Board Members</u>
<u>Doug Ross, Mike Swanson, Dirk Sweringen</u>	<u>Board Members</u>
<u>Dr. John Thompson, Mike Williams</u>	<u>Board Members</u>
<u>Karla Nelson</u>	<u>Past President</u>

List anticipated tourism related funding to be received from other entities and activities in 2013; include purpose and amounts of funding from each entity and activity if known (use additional sheets if necessary).

The Columbia Pacific Heritage Museum receives general operational funding from diverse sources. Annual giving through memberships accounts for 28%, Events and Earned Income produce 20% of the budget and Grants account for another 20%. Tourism funding is provided through this grant and application to the City of Ilwaco for up to \$5000. The Ilwaco grant is used for local advertising and staff support.

Funding Request Detail

1. 2013 Pacific County Lodging Tax Funding Request: \$ 20,000

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds:

CPHM targets the cultural tourism market and focuses particularly on travelers seeking a quality experience on the Long Beach Peninsula. Cultural heritage tourists seek opportunities to immerse themselves in a historic area and tend to travel throughout the year spending multiple nights in a region. CPHM has consistently drawn visitors from the urban and ex-urban areas surrounding Portland and Seattle.

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:

CPHM organizes 3-4 special exhibitions each year. This season we begin with YOU ARE HERE!, an exhibition of regional historic maps including those produced for tourism. We follow that with "Legacy of the Columbia River Fishery" and the always popular Peninsula Quilt Guild Exhibition. Three events are designed to appeal to heritage tourists: Clamshell Railroad Days focuses on the heritage of the quirky narrow gauge railroad that helped to build the Peninsula. Bus tours, multi media presentations and visiting model railroad layouts draw both young and old. The Cranberrian Fair was begun in 1922 as a festival dedicated to the cranberry harvest. It continues today as a popular event highlighting local food and local crafts. 'Ocian in View' is held each November to commemorate the 10 days that the Lewis & Clark Corps of Discovery spent on the Peninsula. In addition to lectures and bus tours the event is capped by the Chinook Tribe Salmon dinner on Saturday night. Each of these events are promoted through press releases to media in the Portland, Seattle, Olympia, Longview and outlying areas. Advertising is done locally through print ads that list the events are placed in regional tourism guides.

- 4: Describe how you intend to measure and report your organization's impact on tourism in Pacific County, e.g. the number of tourists visiting, and/or staying overnight in Pacific County, Include any data or estimates you have regarding the impact your organization has had on tourism.

CPHM maintains daily logs of visitor and telephone contacts, website and Facebook are monitored weekly. All contacts are reported to Pacific County through monthly invoice reports. CPHM has conducted a simple survey from August - October to ascertain where visitors are from and where they are staying. In the past year we have had over 10,000 visitors. Guest book sign-ins show they come from throughout the United States and 7 foreign countries, primarily Canada, Germany and the United Kingdom.

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

COLUMN A ACTIVITY	COLUMN B NUMBER PROJECTED	COLUMN C FUNDING REQUESTED
In Person Contacts	10,000	14,000
Physical location and days/hours where contacts are to take place:	The Museum facility is at 115 SE Lake Street in Ilwaco. Our public hours are Tuesday - Saturday 10AM - 4PM and Sunday noon - 4PM.	
Phone Contacts	3,000	\$1,500.00
Phone # and anticipated schedule when phone contacts will be made:	360-642-3446 Calls are fielded Tuesday - Saturday 10AM - 4PM and Sunday noon - 4PM. Marketing work is undertaken Tuesday - Friday 10-4.	
Brochures Produced/Printed	8,000	\$1,000.00
Brochures Distributed/Mailed	7,000	\$500.00
Distribution Method:	Printed material is distributed through our 1000 person mailing list. Direct distribution to area Visitors Bureaus, retail, restaurants and hotels is by Museum staff and volunteers.	
Radio Ads	0	\$0.00
Radio Stations/Markets:		
TV Ads	0	\$0.00
TV Stations/Markets:		
Print Ads	8	\$2,300.00
Newspaper(s)/Periodical(s)/Tourism Print Media:	Visitor Guides including: Visitor's Choice, Travellers Companion, Visitor's Bureau Guest Directory, Our Coast Magazine. Ads include Northwest Outdoor, Chinook Observer (1600 copies distributed weekly outside of Pacific County)	
Website		
Page Views	29,000	\$350.00
Home Page Views	155,000	\$350.00
Other web pages linked to:	CPHM maintains links to Visitors Bureaus such as funbeach.com and Ocean Park Chamber as well as our museum partners in the region and statewide through the Washington Museum Association and nationally through the American Association of State & Local History.	
(Amount must equal total requested in #1 on previous page)	Total Column C:	20,000

DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for the purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

Betsy Millard

Print Name

Executive Director

Title

Betsy Millard

Signature

8/9/12

Date

Ilwaco, WA

Place of Signing

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Willapa Harbor Chamber of Commerce

Contract Reference: TDF106:WHCOC2013

THIS AGREEMENT is made by and between the Willapa Harbor Chamber of Commerce, P O Box 1249, South Bend, Washington 98586 (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: “**All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities...**” and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee (“the LTAC”) for financial assistance from COUNTY Lodging Tax proceeds (“the Proposal); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: Twenty Thousand Dollars (\$20,000) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Friday, January 3, 2014.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

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The ORGANIZATION agrees to submit in writing (within 60 days of the Agreement's expiration) a final report demonstrating the impact they had on tourism with the funds that were granted.

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The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

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The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

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14. **DISPUTE RESOLUTION:** Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P O Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION: Laurie Johnson, Director
P O Box 1249
South Bend, WA 98586
Telephone: 360/942-5419
Tax ID #61-1444951

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Willapa Harbor Chamber of Commerce

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Steve Rogers, Commissioner

ATTEST:

Frank Wolfe, Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2013 Promotion of the Pacific County area and/or Events/Attractions in Pacific County to Potential Tourists:

<u>Activity:</u>	<u>Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
In Person Contacts	1,500	\$ 3,000
Phone Contacts	2,000	\$ 2,500
Brochures Produced/Printed	6,000	\$ 4,500
Brochures Distributed/Mailed	4,500	\$ 2,500
Print Ads	15	\$ 5,000
<i>*NOTE: print ads must be placed more than 50 miles out of Pacific County</i>		
Web Site/Page Views	38,000	\$ 1,500
Web Site/Home Page Views	360,000	\$ 2,000
		Total: <u>\$20,000</u>

Applicant Information

Organization Name: Willapa Harbor Chamber of Commerce

Physical Address: 415 Commercial Street

City: Raymond State: WA Zip: 98577

Mailing Address (if different): PO Box 1249, South Bend, WA 98577

Contact Person: Laurie A. Johnson Title: Director

Phone: 360-942-5419 Fax: n/a Email: info@willapaharbor.org

Preferred days and hours to call/contact: Monday - Thursday, 1:00 PM - 5:00 PM

Organization Website: www.willapaharbor.org

Federal Tax ID Number: 61-1444951 UBI Number: 601 865 182

Organization is: Government Entity 501(c)(3) 501(c)(6) Other: _____

(Note: You must provide verification of 501(c)(3) or 501(c)(6) status)

Year Founded: 2002* Years organization has been involved in Pacific County tourism promotion: 80+

If 501(c)(3) or 501(c)(6) - Define purpose of organization as stated in bylaws, charter, and/or nonprofit application to IRS.

Maintaining and promoting a prosperous and vibrant community while retaining our traditions and history.

* Raymond Chamber of Commerce was founded in 1928, South Bend Chamber founded in 1957; the two chambers merged to form the Willapa Harbor Chamber of Commerce in 2002.

BOARD OF DIRECTORS

Board Member Name:	Title/Position
<u>Mike Morris, Supt. South Bend School District</u>	<u>President</u>
<u>Randy Dennis, The Dennis Company</u>	<u>First Vice President</u>
<u>Will Penoyar, Attorney at Law</u>	<u>Second Vice President</u>
<u>Darlene Jungar</u>	<u>Secretary</u>
<u>Doug Miller, Pacific County PUD Manager</u>	<u>Treasurer</u>
<u>Emily Popovich, Timberland Regional Library</u>	<u>Trustee</u>
<u>Virginia Carlson, Sunday Afternoon Live</u>	<u>Trustee</u>
<u>Toni Williams, Security State Bank</u>	<u>Trustee</u>
<u>Bob Jungar, Mayor, City of Raymond</u>	<u>Trustee</u>

List anticipated tourism related funding to be received from other entities and activities in 2013; include purpose and amounts of funding from each entity and activity if known (use additional sheets if necessary).

City of Raymond: \$3500 for fiscal year 2012 intended to assist with tourism and promotion of Willapa Harbor and North Pacific County sites, activities and information. We are grateful to the City of Raymond for their use of lodging tax dollars to continue to assist the Chamber of Commerce in these endeavors.

Funding Request Detail

1. 2013 Pacific County Lodging Tax Funding Request: \$ 25,450

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds:
Informal profiles of our visitors indicate that most reside within the state of Washington. Visitors traveled to north Pacific County as a gateway stop to Long Beach, Astoria, the I-5 corridor and while traveling the Highway 101 Scenic Route by car and bike, and as a destination to visit family and friends. This year, we served visitors from 19 states, plus tourists from the U.K., Canada, Australia, Germany, Norway, Sweden, Belgium, Japan, Korea and Mexico.

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:
 - The Willapa Harbor Chamber of Commerce developed promotions specific to the Portland and Seattle weekend travel markets including coupons and travels deals for "stay-cation" getaways less than four hours from the city.
 - We provided brochures to more than 100 visitors' centers across the state, including Spokane, Bellingham, Wenatchee, and Forks, targeting day trips from the Long Beach Peninsula and Grays Harbor areas.
 - We provided brochures and maps to local tourist sites, including the NW Carriage Museum, PacCo Historical Museum, Long Beach Visitors Bureau, motels, local camping areas, restaurants and shops along Hwy 101, to provide tourists with additional information about events, services, and area attractions.
 - We operate the Visitors' Information Center at 415 Commercial (Raymond), currently open 7 days a week with wi-fi.
 - We regularly update an online presence through our web site and community calendar, and several event calendars throughout WA state, such as WFEA.
 - We utilize Facebook social media online to engage tourists interests in local events, lodging, restaurants, and shops.
 - Provide assistance with lodging reservations, restaurants and provisions for tourists, bicyclists in the area.

4. Describe how you intend to measure and report your organization's impact on tourism in Pacific County, e.g. the number of tourists visiting, and/or staying overnight in Pacific County, Include any data or estimates you have regarding the impact your organization has had on tourism.

Statistical data is compiled and provided to the County on a monthly basis on all of our identified tourism activities including: contacts made in person, by telephone, and by web request; brochures produced and distributed; number of tourism information packets mailed/emailed; web site statistical summaries from www.willapaharbor.org; estimate of the out of area visitors through rentals of the community center; contacts made through the Oyster Van and materials distributed through those events; group tour and travel package visitors; reviewing online reports, blogs on our area.

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

COLUMN A	COLUMN B	COLUMN C
ACTIVITY	NUMBER PROJECTED	FUNDING REQUESTED
In Person Contacts	1,500	\$5,000.00
Physical location and days/hours where contacts are to take place:	Visitors' Information Center, 415 Commercial Street, Raymond, 7 days during peak season, until 6 pm most evenings; presence at community events like Labor Day, Pac Co Fair	
Phone Contacts	2,000	\$2,500.00
Phone # and anticipated schedule when phone contacts will be made:	360-942-5419, as Visitors' Information Center is open, and as needed in off-hours	
Brochures Produced/Printed	6,000	\$4,500.00
Brochures Distributed/Mailed	4,500	\$1,350.00
Distribution Method:	in-person, marketing mail, as well as by email and via downloads from the web site	
Radio Ads		\$500.00
Radio Stations/Markets:	Aberdeen, Ocean Shores, Montesano, Elma, McCleary, Centralia; would like to include Seattle and Portland area stations within our limited budget	
TV Ads		
TV Stations/Markets:	Whatcom County KVOs	
Print Ads		\$8,500.00
Newspaper(s)/Periodical(s)/Tourism Print Media:	Centralia, Chehalis, 1-5 Corridor communities, Hwy 101 Communities, Seattle Portland, Vancouver BC and statewide, targeting 50 miles or more from Willapa Harbor	
Website	38,000	\$1,050.00
Page Views	360,000	\$2,050.00
Home Page Views	Other web pages linked to:	
(Amount must equal total requested in #1 on previous page)	Total Column C:	25450

DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for the purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

Laurie A. Johnson

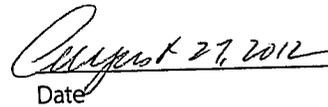
Print Name

Director

Title



Signature



Date

Willapa Harbor Chamber of Commerce Visitor Information Center, Raymond, WA

Place of Signing

Addendum to Board of Directors listing for Pacific County 2013 Lodging Tax Grant Application, submitted by Willapa Harbor Chamber of Commerce (PO Box 1249, South Bend, WA 98586)

Steve Holland, Supt. Raymond School District	Trustee
Mary Bogar, Raymond Federal Bank	Trustee
Phil Davis, Davis Insurance and Real Estate	Trustee
Laurie Hatfield, Hatfield Tree Farm	Trustee

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Ocean Park Area Chamber of Commerce

Contract Reference: TDF106:OPACOC2013

THIS AGREEMENT is made by and between the Ocean Park Area Chamber of Commerce, P O Box 403, Ocean Park, Washington 98640 (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: “**All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities...**” and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee (“the LTAC”) for financial assistance from COUNTY Lodging Tax proceeds (“the Proposal); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING:** Thirty Eight Thousand Dollars (\$38,000) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Friday, January 3, 2014.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of the Agreement's expiration) a final report demonstrating the impact they had on tourism with the funds that were granted.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

9. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD**: The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2013 and will continue through the 31st day of December 2013, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT**: If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION**: The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY**: In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **DISPUTE RESOLUTION**: Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE**: This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION: Robert Beezley, Treasurer
P O Box 403
Ocean Park, WA 98640
Telephone: 360/665-2935
FAX: 360/665-5031
Tax ID #94-3120866

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Ocean Park Area Chamber of Commerce

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Steve Rogers, Commissioner

ATTEST:

Frank Wolfe, Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2013 Promotion of the Pacific County area to Potential Tourists Residing Out of Area (outside Pacific County):

<u>Activity:</u>	<u>Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
In-Person Contacts	650	\$ 1,000
Phone Contacts	1,000	\$ 2,000
Brochures Produced/Printed	350	\$ 2,500
Brochures Mailed/Distributed	350	\$ 1,500
Print Ads	30	\$18,500
<i>*NOTE: print ads must be placed more than 50 miles out of Pacific County</i>		
Web Site/Page Views	85,000	\$ 3,500
Web Site/Home Page Views	30,000	\$ 1,000
		Total: <u>\$38,000</u>

Applicant Information

Organization Name: Ocean Park Area Chamber of Commerce

Physical Address: 1715 Bay Avenue #3

City: Ocean Park State: WA Zip: 98640

Mailing Address (if different): PO Box 403 Ocean Park, WA 98640

Contact Person: Robert Beezley Title: Treasurer

Phone: 360.665.2935 Fax: 360.665.5031 Email: bob.jbacctg@reachone.com

Preferred days and hours to call/contact: Monday-Thursday 9am-3pm

Organization Website: www.opwa.com

Federal Tax ID Number: 943120866 UBI Number: 601309597

Organization is: Government Entity 501(c)(3) 501(c)(6) Other: _____

(Note: You must provide verification of 501(c)(3) or 501(c)(6) status)

Year Founded: 1984 Years organization has been involved in Pacific County tourism promotion: 28

If 501(c)(3) or 501(c)(6) - Define purpose of organization as stated in bylaws, charter, and/or nonprofit application to IRS.

To unit business and community and to advertise our area for tourist-related functions

BOARD OF DIRECTORS

Board Member Name:

Title/Position

Gary McGrew

President

Jacob Brundage

Vice-President

Karen Boardman

Recording Secretary

Robert Beezley

Treasurer

Thomas Downer

Director

Curtis Stephens

Director

Jenny Sheldon

Director

Susan Madsen

Past President

List anticipated tourism related funding to be received from other entities and activities in 2013; include purpose and amounts of funding from each entity and activity if known (use additional sheets if necessary).

Garlic Festival Vendor Fees \$6,400
4th of July - Parade Sponsors \$2,950

Funding Request Detail

1. 2013 Pacific County Lodging Tax Funding Request:

\$ 38,000

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds:

Seattle/Tacoma, Olympia, Chehalis/Centralia/Longview/Kelso, Portland and Oregon Coastal towns

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:

Chamber office is open for visitor information; brochures available for hand-out
Multiple visitor guides and brochures
Annual Garlic Festival
Annual 4th of July Parade and Art in the Park event

4. Describe how you intend to measure and report your organization's impact on tourism in Pacific County, e.g. the number of tourists visiting, and/or staying overnight in Pacific County, Include any data or estimates you have regarding the impact your organization has had on tourism.

We measure our website statistics, office visitors, phone calls, emails, and informational packets that are mailed and/or emailed in direct response to inquiries; also attendance at the Garlic Festival and Parade.

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

COLUMN A

COLUMN B

COLUMN C

ACTIVITY

NUMBER PROJECTED

FUNDING REQUESTED

In Person Contacts

552

\$994.00

Physical location and days/hours where contacts are to take place:

Chamber Office is located at 1705 Bay Ave., Suite #3 in Ocean Park where we are opened Tuesday through Saturday from 11am-3pm

Phone Contacts

4,320

\$4,233.00

Phone # and anticipated schedule when phone contacts will be made:

Local 665-4448; toll free 888/751-9354 20/hours per week plus we monitor the website, inbound emails and voice-mail daily

Brochures Produced/Printed

317

\$159.00

Brochures Distributed/Mailed

317

\$396.00

Distribution Method:

Direct Mailings, Reciprocal members, visitor centers, hand-outs in office and at all events

Radio Ads

\$0.00

Radio Stations/Markets:

TV Ads

\$0.00

TV Stations/Markets:

Print Ads

30

28,107

Newspaper(s)/Periodical(s)/Tourism Print Media:

Woodall Campground Guide, various visitor guides, Visitor's Choice, Business Directory for Chamber, Outdoor Magazine, Pacific County Press, Coast Weekend, Oregonian Spring/Fall Travel Brochure, Vacation Planners, various editorials

Website

Page Views

85,400

\$3,416.00

Home Page Views

23,157

\$695.00

Other web pages linked to:

Astoria-Warrenton Chamber, Columbia Pacific Heritage Museum, Pacific County EDC, Discovery Coast Audubon Society

(Amount must equal total requested in #1 on previous page)

Total Column C:

38,000

DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for the purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

Robert K Beezley

Print Name



Signature

Treasurer

Title

08/24/2012

Date

Ocean Park (Pacific County), Washington

Place of Signing

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Long Beach Peninsula Visitors' Bureau

Contract Reference: TDF106:LBPVB2013

THIS AGREEMENT is made by and between the Long Beach Peninsula Visitors Bureau, P O Box 562, Long Beach, Washington 98631 ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: **"All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities..."** and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee ("the LTAC") for financial assistance from COUNTY Lodging Tax proceeds ("the Proposal"); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: One Hundred Twenty Three Thousand Seven Hundred Dollars (\$123,700) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Friday, January 3, 2014.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of the Agreement's expiration) a final report demonstrating the impact they had on tourism with the funds that were granted.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

9. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD**: The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2013 and will continue through the 31st day of December 2013, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT**: If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION**: The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY**: In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **DISPUTE RESOLUTION**: Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE**: This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Pacific County Board of Commissioners
Clerk of the Board
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION: Andi Day, Executive Director
Long Beach Peninsula Visitors Bureau
P.O. Box 562
Long Beach, WA 98631
Telephone: 360/642-2400
Fax: 360/642-3900
Tax ID #91-1298641

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Long Beach Peninsula Visitors Bureau

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Steve Rogers, Commissioner

ATTEST:

Frank Wolfe, Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2013 Promotion of the Pacific County area and/or Events/Attractions in Pacific County to Potential Tourists:

<u>Activity:</u>	<u>Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
In-Person Contacts	22,000	\$ 50,000
Phone Contacts	7,000	\$ 32,200
Brochures Produced/Printed	50,000	\$ 25,500
Brochures Distributed/Mailed	100,000	\$ 7,000
Print Ads	2013 WA State Travel Planner	\$ 9,000
		Total: <u>\$123,700</u>

Applicant Information

Organization Name: Long Beach Peninsula Visitors Bureau

Physical Address: 3914 Pacific Ave. S

City: Seaview

State: WA

Zip: 98644

Mailing Address (if different): PO Box 562

Contact Person: Andi Day

Title: Executive Director

Phone: 360-642-2400

Fax: 360-642-3900

Email: Andi@funbeach.com

Preferred days and hours to call/contact: Tues-Sat 9am-5:00pm

Organization Website: www.funbeach.com

Federal Tax ID Number: 91-1298641

UBI Number: 601 090 868

Organization is: Government Entity 501(c)(3) 501(c)(6) Other: _____

(Note: You must provide verification of 501(c)(3) or 501(c)(6) status)

Year Founded: 1985

Years organization has been involved in Pacific County tourism promotion: 27

If 501(c)(3) or 501(c)(6) - Define purpose of organization as stated in bylaws, charter, and/or nonprofit application to IRS.

We are a Destination Marketing Organization (DMO). The mission of the Long Beach Peninsula Visitors Bureau is to facilitate, coordinate, and implement the promotion of our communities as tourist destinations.

BOARD OF DIRECTORS

Board Member Name:

Title/Position

Mike Litawa

President

Randy Dennis

Treasurer

Susie Goldsmith

Secretary

Nancy Gorshe

Past President

Steven Linhart, Mike Cassinelli, Ginger Bish

Diane Carter, Holly Beller, Jim Neva

Gene Miles, Cathy Russ, Laurie Anderson

Blaine Walker, Connie Kobes, Jon Schmidt

List anticipated tourism related funding to be received from other entities and activities in 2013; include purpose and amounts of funding from each entity and activity if known (use additional sheets if necessary).

City of Ilwaco - Operating Support \$7,500.00

City of Long Beach - Operating Support \$ 70,000

City of Long Beach - Web Support \$20,000

City of Long Beach - Public Relations Support \$30,000

City of Long Beach - Advertising Support \$10,000

Funding Request Detail

1. 2013 Pacific County Lodging Tax Funding Request: \$ 120,000 OS, \$139,500 Printed M.

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds:

-Visitors from the Seattle, Portland and I-5 corridor. International visitors particularly those coming from British Columbia, or flying into and traveling through the Port of Seattle via airplane or cruise ship. -Motorhome and RV travelers.-Visitors traveling Hwy. 101 - Visitors camping, hiking, fishing or engaging in other outdoor activities and/or sporting events. -Visitors arriving for special events.

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:

This particular funding request will facilitate the staffing and operation of the Long Beach Peninsula Visitors Bureau. Facilities will be maintained, hospitality, information and assistance will be offered to all in person visitors. As well as all telephone, mail and emailed requests or inquiries. VB staff and volunteers will assist visitors in finding lodging and services as well as providing information about events and activities.

Comprehensive marketing plan available upon request.

4. Describe how you intend to measure and report your organization's impact on tourism in Pacific County, e.g. the number of tourists visiting, and/or staying overnight in Pacific County, Include any data or estimates you have regarding the impact your organization has had on tourism.

The VB shall continue to maintain detailed reports tracking in person visits, calls, emails and web traffic. Including tracking origin and source of visitors and inquiries. These statistics will be used to ascertain growth, trends and results of marketing efforts. And used in conjunction with other relevant industry reports, such as sales tax reports, lodging tax reports, Dean Runyan tourism reports and vacancy tracking and reports from lodging establishments.

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

COLUMN A

COLUMN B

COLUMN C

ACTIVITY

NUMBER PROJECTED

FUNDING REQUESTED

In Person Contacts

22,000

\$60,000

Physical location and days/hours where contacts are to take place:

3914 Pacific Hwy. Seaview, WA, Mon. through Sat. 9am to 5pm, Sun. 10am to 4pm.
Extended summers hours: Mon. through Sat. 9am-6pm, Sun. 10am to 5pm.

Phone Contacts

8,000

\$60,000

Phone # and anticipated schedule when phone contacts will be made:

Email Contacts 2,500

Brochures Produced/Printed

please see attached

\$139,000

Brochures Distributed/Mailed

225,00 per year

Distribution Method:

Radio Ads

Radio Stations/Markets:

TV Ads

TV Stations/Markets:

Print Ads

Please see attached

\$10,000 - 15,000

Newspaper(s)/Periodical(s)/Tourism Print Media:

Website

Page Views

Home Page Views

Other web pages linked to:

(Amount must equal total requested in #1 on previous page)

Total Column C:

\$269,500- 274,500

DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for the purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

Andi Day

Print Name

Executive Director

Title

Andi Day

Signature

8-27-12

Date

Long Beach Peninsula Visitors Bureau, Seaview, WA

Place of Signing

Proposal: Brochures Produced & Printed in 2013

Regional Lure Piece

150,000 pieces - over 2 years. This will be a higher quality and more effective marketing tool than our present Beach Vacation Planner (BVP), yet less expensive and labor intensive to produce and distribute.

\$75,000

Regional Map & Discovery Trail Map

150,000 pieces - over 2 years. This will be an updated version of the current, highly successful piece. The map will be edited/updated to include more of Pacific County. The piece can be used alone or as an insert with the "Lure Piece" or BVP.

\$27,500

BVP

25,000 pieces - 1 year. This will be a scaled back version of previous editions. It will include several pages of tour information along with listings of members, serving as a useful reference and planning tour once visitors arrive in the area. Medium weight booklet style, 10-14 pages.

\$25,000

Events Calendar

50,000 pieces - 1 year. This will be a standard two-sided rack card listing area events in chronological order. It can be used alone or as an insert in the Lure Piece and/or map. It will be distributed both locally and widely across Pacific Northwest.

\$12,000

\$139,500

Note: A request for pricing will be sent out for all printing projects, with the exception of the map piece, which is owned by beachdog.com. While competitive pricing is required for responsible spending, priority/preference shall be given to local vendors, regional vendors and in-state vendors.

Print (and web) Advertising 2013

Approximately 30 local, regional, and national publications have been identified as good advertising mediums for the marketing needs of our area because they are distributed to and within a target market or special interest audience. Once an advertising budget has been confirmed, funds shall be distributed among the qualifying publications that meet the selection criteria outlined in our "Print Advertising Selection Worksheet".

Total Advertising Budget 2013 is \$30,000.

Request funding of \$10,000-\$15,000.