TOURISM SERVICE CONTRACT

Lodging Tax Contract: Pacific County Sheriff's Office

Contract Reference: TDF106:PCSO2014

THIS AGREEMENT is made by and between the Pacific County Sheriff's Office, P O Box 27, 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 Five Thousand Dollars ($25,000) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2014 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 2, 2015.

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 2014 and will continue through the 31st day of December 2014, 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:
Scott Johnson, Sheriff
P.O. Box 27
South Bend, WA 98586
Telephone: 360/875-9395
Tax ID #91-6001356

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 Sheriff's Office

SCOTT L. JOHNSON SHERIFF
Print Name Title

Scott L. Johnson 1-24-14
Signature Date

ATTEST:

Print Name Title

Signature Date

APPROVED AS TO FORM:

David Burke
Pacific County Prosecuting Attorney

David J. Burke 1/29/14
Signature Date

Board of County Commissioners
Pacific County, Washington

S Rogers
Chair

Commissioner

Lisa Ayers
Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board Date 1/14/14

ATTACHMENT A: SCOPE OF WORK

2014 Promotion of the Pacific County area and/or Events/Attractions in Pacific County to Potential Tourists:

Activity:	Number of Unduplicated Contacts/Actions	Budget
In-Person Contacts	1,950	$25,000
	Total:	$25,000

Applicant Information

Organization Name: Pacific County Sheriff

Organization Mailing & Physical Address: POB 27/300 Memorial, So. Bend, WA

Organization Contact Person and Title: Sheriff Scott Johnson

Organization/Contact Phone: 875-9395 Email: SJOHNSON@CO.PACIFIC.WA.US Fax: 875-9393

Preferred days and hours to call/contact: _____

Organization Website: _____

Federal Tax ID Number: 91-6001356 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 Organization Founded: 1851

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

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

Law Enforcement Services

BOARD OF DIRECTORS

Board Member Name:	Title/Position

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 (if needed, please use a separate sheet): No other funding

Funding Request Detail

1. 2014 Pacific County Lodging Tax Funding Request: $ 25,000

2. Identify the specific tourism audience/market located more than 50 miles from Pacific County that your organization will target with these funds: Attendees of festivities related to Fourth of July and Rod Run Weekends. Fourth of July attendees are scattered throughout Pacific County. Rod Run attendees will be mainly located in the Long Beach Peninsula area of Pacific County.

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:

To provide a safe environment and law enforcement support during heavy tourist activity times, i.e., Fourth of July and Rod Run Weekend. Our population during these times increases tremendously and we incur large costs in our overtime -- both in law enforcement and the Jail and additional costs related to housing and payment of other agencies' officers who are recruited to assist us in providing law enforcement services to attendees of these events.

4. Applicants applying for use of revenues must provide estimates of how any moneys received will result in increases in the number of people traveling for business or pleasure on a trip as required by RCW 67.28.1816:
   a) Away from their place of residence or business and staying overnight in paid accommodations;
      A quicker response to any calls for service made by tourists who have a right to expect competent law enforcement services during their visit. This will encourage these people to visit this area in the future.
   b) To a place fifty miles or more one way from their place of residence or business for the day or staying overnight;
      See above
   c) From another country or state outside of their place of residence or their business.
      See above

5. List on the following page 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		$25,000
Physical location and days/hours and when/where contacts are to take place:	Throughout Pacific County, WA during Fourth of July and Rod Run Weekends	
E-mail or Phone Contacts		$
E-mail address and Phone #; anticipated schedule when phone contacts will be made:		
Brochures Produced/Printed		$
Brochures Distributed/Mailed		$
Distribution method:		
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:		$

Total Column C $25,000

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

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 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.

Scott L. Johnson
Print Name

Pacific County Sheriff
Title

Signature

September 4, 2013
Date

South Bend, Pacific County, WA
Place of Signing