

Background - Gateway VIC operations start up

TCC March 14, 2022 Action item - Based on proposed agreement from JeffCo. That TCC to enter into agreement with JeffCo. Acting as the Pass Through Agency for continued operations of Gateway VIC.

That TCC further take Action to:

- a. Authorize to assemble a special-committee of TCC to provide transitional leadership of Gateway VIC, including required Responsibility fulfillment and contracting of essential Services to be performed, i.e. VIC manager, book keeper, program manager
- b. That the special committee will prepare monthly operational highlights for TCC as part of the current Gateway VIC Area Community reporting.
- c. Gateway VIC Sub-committee will research and bring recommendations required for outcome of forming autonomous Olympic Peninsula Gateway VIC organization (e.g. as a non-profit) by December 31, 2023.

BACKGROUND -

Ref. the envisioned three phases of proposed development from TCC successful RFP reply

I. APPROACH

Our proposal comprises a three phased approach. It covers the initial transitional 2023 year; the second-phase “learning to walk” independently 2024-2026; and the third-visionary-phase of “taking flight” addressing the VIC’s aspirational future and potential growth.

PHASE 1 – Transitional 2023

Our goal remains: *“The Olympic Peninsula Gateway Visitor Center's mission is to provide helpful, requested, information to any traveler arriving in Jefferson County and the Olympic Peninsula. The Gateway employs face to face contact to highlight all facets of vacation related interests with a focus on accommodations, Olympic Coast Cuisine, activities, and resources to visitor's questions aiding in promoting comfortable, memorable, longer stays in our Region.”*

Timeline tasks identified within this critical phase include:

- Operations orientation and transitional partnership with JCHS,
- Staff and Volunteer management – develop Travel Counselors,
- Organizational development of independent VIC Board of Directors,
- Onboarding with current facilities management & equipment systems,
- Responsive Visitor services – esp. in light of WSDOT SR 104 & 19 roundabout and Swansonville Rd. construction detours and closures,
- Financial management – including retention of JCHS’s successful LARP Bookkeeping services,
- Maintain Marketing & Promotions – including retention of VIC’s contracted marketing services,
- Grow community relations.

Proposed Key Staff for this TCC VIC operations include:

- [Bill Roney](#) – Gateway VIC Manager, 2007-present,

- [Liz Arp](#) – Gateway VIC bookkeeper, 2021-present
- [Tim Resema'](#) – Gateway VIC lead volunteer, 2014-present,
- [Tim Caldwell](#) – JCHS board - VIC liaison, 2019-present,
- [Steve Shively](#) – project manager, TCC contract marketing coordinator, 2013-present.

Recommend adopting current 2023 VIC budget approved on behalf of JCHS by LTAC for 2023.

Expense	Annual
Utilities	6,550
Labor/tax (Manager + Vol. develop.)	67,000
Maintenance/grounds/Insurance	10,000
Office/ VIC supplies & marketing	8,450
Total	\$92,000

OPPORTUNITY – In February 2023, proposals for federal RAISE grant through the Department of Transportation as well as Jefferson Co. unallocated County American Rescue Plan Act (ARPA) grants are due. These grants are investments in receiving unallocated Federal COVID-19 and American Rescue Plan Act infrastructure that will have a significant local or regional impact. The VIC could apply for a grant to move the facility onto the county land across SR 19 where site plans and improved infrastructure exists. These grants, combined with a financial support agreement with the WSDOT for roundabout work, would be a huge benefit towards funding the VIC's full potential. However, time is of the essence. In anticipation of being awarded the opportunity to operate the VIC, TCC on behalf of the VIC, will submit a conditional Jefferson Co. ARPA grant proposal in advance of the February 10 deadline.

PHASE 2 – 2024-2026 “learning to walk” independently. Timeline tasks include:

- Advocate and facilitate the enactment of TCC tourism promotion,
- Market JeffCo. anew as a SMERF (comprised of Social, Military, Education, Religious, and Fraternal groups) - think weddings and family reunions - meeting/event destination,
- Support OPTC Sales missions, trade shows and FAM's,
- Collaboratively participate in TCC and OPTC,
- Provide hospitality educational forums/seminars (e.g. preparing bids to lodging catering and service providers, promote hospitality within community),
- Develop tourism referral network,
- Produce and distribute 35-50K JeffCo. Activity Planners,
- Operate a retail center within the Visitor Center selling maps, NW Forest Passes, WSPRC Discovery Pass, hiking guide, books and local publications.,
- Maintain visitor counts, business referrals, overnight stays and bulk brochure requests,
- Improve Signage – both SR104 & SR19 post roundabout construction and digital kiosk at VIC.

Staffing. Full Time VIC Manager – focus:

- i. Development of volunteer and staff services,
- ii. Maintain VIC content and infrastructure,
- iii. Design merchandising and new location campaign,
- iv. Facilitate VIC Board operations and development.

It will be recommended that VIC continue operations six days per week, 312 days per year, two three-hour shifts per day for the entire year except for Thanksgiving, Christmas, and New Year's. The only proposed change will be through the capacity building of having the Manager become a full-time paid position, and addition of Part-time staffing.

ANTICIPATED BUDGET – initially - sought for 2024 financial year (based upon preliminary business plan and current costs of services):

Expense	Annual
Utilities	14,500
Labor/tax (FT manager +1 or 2 PT)	115,000
Insurance (including event/grounds)	15,000
Janitorial	9,600
Maintenance/grounds	18,000
Office/ VIC supplies & marketing	12,000
Total	\$184,100

Actual 2024 proposed budget and annual budgets for 2025 and beyond will be reflective of lessons learned and actual operations history in tune with annual LTAC request for funding proposals and allocations.

ASSESSMENT OF CURRENT VIC LOCATION

Our initial research in preparation of this RFP response shows that the physical site of current Gateway VIC lies on land leased to Jefferson County by Rayonier Inc. The site is approximately 150 by 100 feet and the structure is about 20 by 40 feet. The site is sufficient for three portable toilets, a trash dumpster, a harvester artifact, and parking in support of the VIC building. It is located approximately 150 feet from the intersection of 104 and 19, and is utilized by Jefferson Transit and numerous commercial carriers, and is recognized by WSDOT as a Park and Ride site.

1. Impacts of the installation of the roundabout: The roundabout in Port Townsend are about 30 meters in width (or 100 feet). This would require the roundabout to come fifty feet up toward the VIC site. Therefore, unless the Hwy 104-SR19 roundabout is of a larger diameter than 30 meters, the VIC would not be impacted. (Steve Roark, WSDOT's Region Administrator Olympic Region, has verified this.)
2. Improvements that should be made to the current facility, include:
 - a. The log siding is rotting in places up to two feet long. These should be excised and filled with like material or at least something to look like it. The whole structure should be looked at for possible rot.

- b. Replacement of the portable toilets with two unisex vault toilets attached to the south end of the building. Cost 100-150K\$- this estimate is based on a contract done in 2013 and taken as a percentage of installing one (at 90K) to six at 180K.
- c. Completely rebuilding the parking lot down to base. Recommend that half of the parking lot be environmentally friendly paving stones so water goes through but you still have a drivable surface. The other half should be environmentally friendly asphalt material (allows water to pass through). Pervious pavements (allowing infiltration) consist of porous asphalt and pervious concrete and pavers. Because an infiltration rate of .5 inches per hour, a medium to low traffic use, and no heavy equipment, perhaps only half the parking lot could be changed to permeable pavement. The remainder should be concrete or asphalt or leave it as properly installed gravel (with a new base layer of larger gravel). The costs checked for permeable pavers was \$11.35/sf. This included all labor and materials. The parking lot size is about 12,500 sf so if we assume the cost for the gravel portion would not exceed that of the pavers (a reasonable assumption) the total cost of complete reconstruction of the parking lot is estimated at \$141,875.

PROPOSED EXPANDED STAFFING service, for two reasons.

- a. Budgetary savings of utilizing volunteers supplemented by paid staff
- b. Training and orientation volunteers produce dividends of additional community advocates for the value of tourism. Studies show that educated community members are essential for sustainable regional tourism offerings and growth.

The aspirational appeal of imaging a future VIC as a true “Gateway” or “Welcome Center” for the Olympic Peninsula with partnership from Clallam Co., Mason Co. Kitsap Co., Tribes, the ODT (Olympic Discovery Trail) and our other state, federal and local recreation and natural resource partners – likened to the [Ranger Station at REI](#), the [National Elk Refuge & Greater Yellowstone Visitor Center](#) and [Wenatchee Visitor Center Tasting Room](#) models are envisioned by TCC.

Potential VIC partners to explore collaborative funding and long-term VIC staffing partnerships within this future “Gateway Welcome Center” include: NPS, OPNMS, NFS, WSPRC and other regional/federal natural resource agencies, e.g. OCL (Olympic Culinary Loop), Tribes, Winery and Cider Assoc., transit, ODT (Olympic Discovery Trail), REI and other commercial retailers/outfitters, area Chambers, Community partners: i.e. Port Ludlow Village, Pleasant Harbor, Worthington Park, Fort Worden PDA, School of Wooden Boat Building and artisan trades, Chimacum Tech Education/Peninsula College, Bayside Housing, Centrum and community arts, JCHS and interpret sites, Clallam and Mason Co. Tourism/OPTC, etc.

ADDITIONAL VOLUNTEER STAFFING POSSIBILITIES – In addition to ongoing volunteer recruitment, education, retention and celebration, the following additional partner organizations have been identified:

- United Way Volunteer Expo,
- RSVP (Retired Senior Volunteer Program),
- WorkKamper,
- Chimacum high school CTE education / Peninsula College hospitality programs,
- Wenatchee’s Recreation Ambassador Program has a successful proof of concept on their trails and rivers, and has studied expanding the program as a potentially powerful solution for helping develop and maintain quality volunteers in Leavenworth VIC’s. The Gateway VIC could model the multi-benefits of this Recreation Ambassador’s program.

PHASE 3 ENVISION years 2026 and beyond. The visionary-phase of “taking flight” addressing the VIC’s sustainable, aspirational future, and potential growth.

Timeline tasks currently identified include:

- VIC organizational capacity developed, most likely as an independent 501c3 non-profit,
- Scope and feasibility for VIC facilities relocation have been assessed,
- Design, funding and building towards the VIC’s new location and new potential has been undertaken.

RATIONAL - Visitor Centers located at “end destinations” (e.g. Hurricane Ridge, Heart O’ the Hills Information/Ranger Station - Port Angeles, Hoh Rain Forest Visitor Center - Forks, or Hoodspport Visitor Information Center) are all located in highly visible, high traffic “end” destination areas. Bringing high impact for visitors who have already traveled to those immediate areas of specific value.

A “Welcome or “Gateway” center informs and inspires different markets than those of “end destination” VICs. **Gateway Welcome VIC’s are typically:**

- Located on major through-way entry points, in this case west of the Hood Canal Bridge on SR 104. The Gateway VIC’s “Welcome Center” design provides visitors with the Olympic Peninsula’s first impression. The appearance and overall experience should reflect our destination’s brand and character.
- The national 3,700 mile [Great American Rail-Trail](#) will travel from Washington DC to Washington State, through Western Washington’s Kitsap Co. and onto the ODT (Olympic Discovery Trail) out to the Pacific coast. The Olympic Peninsula “Gateway” VIC is well positioned to welcome trail users from near and far.
- Research* reveals that top reasons to frequent VICs are to use restroom facilities followed by obtaining brochures and local maps, stretch legs, walk pets, and to purchase refreshments, local items and picnic.
- VICs that reflect regional heritage and culture through architecture and rotating displays become visitor “attractions” in their own right.

According to a Dean Runyan study* travelers who stopped at Oregon’s eight gateway welcome centers demonstrate greater engagement by utilizing in-person services and considering recommendations from the welcome center staff. This engagement shows in the average spending as well. According to the report, on average, visitors to welcome centers spend 68% more on their trip in the state than other types of visitors. (Source: * *Travel Oregon Welcome Centers “VISITOR SPENDING CALENDAR YEAR 2019” (July 2020)*)

TCC’s Phase 3 goal is that the Welcome / Gateway VIC will grow in demand to 363 days of scheduled operations. It is understood that the property across SR 19 (15 acres) is owned by Jefferson County. It has a well already installed and reportedly a perk test has passed for septic installation. It was discussed in the past to install the Visitors Center on Jefferson County property. A draft site plan was completed for the County in February 2003 by SvR Design, who has since merged with Moore Iacofano Goltsman, Inc. (MIG).

This plan incorporates Site programming amenities of: Visitor and staff parking, transit, commercial and RV camping, trails, amphitheater, interpretive kiosks and waysides. Public restrooms, Lobby, Information and exhibit areas, Classrooms, Administration, Sales (gift shop, food services), building mechanical, electrical, security and IT.

Potential alternative funding sources to explore for partnership in development of a new VIC include:

<ul style="list-style-type: none">• Direct Appropriation• Rural Mobility Transportation Grant	<ul style="list-style-type: none">• Tourism Promotion Areas (TPA)• P3 (PPP or Public-Private Partnership)
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<ul style="list-style-type: none"> • OZ – Qualified Opportunity Zone investment funding • LTAC 	<ul style="list-style-type: none"> • Scenic Byway Grant, • Foundations and regional funding
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Reference Operations Agreement with JeffCo.

TCC Seeking update on schedule of BoCC board approval and contract for Gateway VIC operations per RFP solicitation

----- Forwarded message -----

From: **Tourism Coordinating Council, Jefferson Co. WA** <tcc@s3solutions.biz>

Date: Fri, Mar 3, 2023 at 11:29 AM

Subject: Status of RFP Reply regarding Olympic Peninsula Gateway VIC

To: Mark McCauley <MMcCauley@co.jefferson.wa.us>

Happy Friday Mark -

While we understand that the County has every right to exercise their asterisks "** Exact dates are subject to change at the County's discretion.*"

RFP Schedule*

RFP Issued	January 17, 2023
Final Date for Questions Related to RFP	January 27, 2023
Proposal Deadline	February 8, 2023
Proposals Reviewed/Evaluated by Selection Committee	February 15, 2023
In-person Applicant Interviews as Requested of Finalists	February 17, 2023
Selection Committee Recommendation and Board Approval of Contract	February 20-February 24, 2023
Contract Executed	March 6, 2023

It should be noted that the March 6 milestone of executing the Gateway VIC operations contract is approaching quickly.

I don't see this topic on the BoCC agenda for March 6, so I'm wondering if you could update us regarding the status of this project.

Thank you -

Steve

Current understanding is that Mark will add this topic to the March 13 BoCC agenda. With no operations agreement proposal in hand, we reference the current operations agreement between JCHS and JeffCo. as a roadmap to what we should expect.

**AGREEMENT FOR 2022 HOTEL-MOTEL FUNDING FOR TOURISM SERVICES
JEFFERSON COUNTY HISTORICAL SOCIETY
OLYMPIC PENINSULA GATEWAY VISITOR CENTER**

This Agreement is by and between JEFFERSON COUNTY (hereinafter known as "COUNTY" and the JEFFERSON COUNTY HISTORICAL SOCIETY (hereinafter known as "GATEWAY VISITOR CENTER").

WHEREAS, the GATEWAY VISITOR CENTER is a non-profit corporation of the State of Washington; and

WHEREAS, the COUNTY desires to promote tourism by providing information to guests, supporting and staffing the Gateway Visitor Center in unincorporated Jefferson County, as well as promoting tourism through participation at workshops, conferences and regional organizations, as authorized by Chapter 67.28 RCW and Jefferson County Code Chapter 3.25; and

WHEREAS, the COUNTY wishes to create and operate a visitor center that can be a destination itself, a place to learn about Jefferson County and visitors can be encouraged to spend time in the County, not just a place to pick up brochures; and

WHEREAS, the COUNTY envisions that the GATEWAY VISITOR CENTER will create opportunities to generate revenue through gift shop sales, charges for services (stocking brochures, etc.), all of which will be retained by the GATEWAY VISITOR CENTER; and

WHEREAS, management of the visitor center will be at no cost to the GATEWAY VISITOR CENTER with all reasonable expenses being paid for by the COUNTY; and

WHEREAS, the Jefferson County Lodging Tax Advisory Committee reviewed and recommended funding the lodging tax proposal by the JEFFERSON COUNTY HISTORICAL SOCIETY to operate the Gateway Visitor Center;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein, the parties agree as follows:

SECTION 1: SERVICES TO BE PERFORMED

The GATEWAY VISITOR CENTER shall use its capabilities and utilize up to \$83,000 of funding provided under this agreement to continue and update the ongoing performance of the following tourism promotion services, as outlined below:

1. Act as a pass through agency for the purpose of staffing and operating the Gateway Visitor Center, including scheduling hours of operation, receiving and processing information requests, routine grounds maintenance, payment of utilities and other activities necessary to maintain the Gateway Visitor Center as a point of visitor contact and education: Provide entry and updates in coordination with other tourism promotion organizations on facebook and on www.olympicpenninsula.org, the latter

including web pages for the Olympic Peninsula Gateway Visitor Center, Tri-Area and Port Ludlow; and perform additional tourism promotion activities consistent with the Itemized List of Proposed Promotion Services attached hereto and incorporated herein as Exhibit A.

2. Act as a pass through agency for the purpose of providing the staff function to represent the COUNTY on local, regional, and statewide tourism organizations and activities, to promote tourism in the unincorporated areas of Jefferson County.
3. Prepare and submit an annual budget request to the Board of Commissioners for the staffing and operating of the Gateway Visitor Center.

SECTION 2: RESPONSIBILITIES OF THE GATEWAY VISITOR CENTER

1. On or before January 31; April 30; July 31; October 31, 2022; and January 31, 2023, provide to the COUNTY: see Exhibit C, attached hereto and incorporated;
 - A quarterly report of the use, services, programs and activities of the Gateway Visitor Center under this Agreement for the prior quarter;
 - A quarterly financial statement detailing revenues, expenses and cash balances for the prior quarter; and for the final quarter report, the financial statement shall also include a detailed financial statement for all 2019.
2. On or before January 31 (OR upon execution of this agreement, whichever is later); April 30; July 31; October 31, 2022, provide to the COUNTY:
 - A billing statement requesting payment of Hotel-Motel Funding for the current quarter.
3. For a minimum of six (6) years, maintain documented proof of payments made, contracts executed, and other expenditures authorized under this Agreement. Upon reasonable notice, provide access to County or State representatives to audit those records.
4. Funding provided by this Agreement may only be expended on the services described in Section 1 of this Agreement. Any monies used for other services or purposes shall be refunded to Jefferson County. Any monies under-expended of the total funding allocated under this Agreement shall be refunded to Jefferson County by January 31, 2023.
5. By **February 28th** of each year provide the following information on Exhibit B, attached hereto and incorporated by reference for the previous year.
 - a. Each festival, event, or tourism facility owned and/or operated by Gateway Visitor Center.
 - b. The amount of lodging tax revenue allocated for expenditure (whether actually expended or not) by the Gateway Visitor Center on each festival, event or tourism facility.

- c. Estimated number of tourists served at each festival, event or tourism facility. ("Tourist" includes persons traveling more than 50 miles to the location of the event, festival or facility and overnight stays in the area).
- d. Estimated lodging stays. ("Lodging" refers to commercial lodging such as hotels, motels, resorts, bed and breakfasts, or commercial campgrounds).
- e. Measurements that demonstrate the impact of increased tourism attributable to the event, festival or facility.

SECTION 3: RESPONSIBILITY OF JEFFERSON COUNTY

- 1. The COUNTY will provide the GATEWAY VISITOR CENTER funding from Hotel-Motel Tax receipts to be used in support of their responsibilities as defined under this agreement.
- 2. Said funding is in the sum of \$83,000 for 2022. Quarterly payments of \$20,750 will be made, beginning with the first quarter of 2022. Payments are to be predicated on quarterly reports defined in Section 2. The COUNTY will make payment on the first available billing cycle of the quarter.
- 4. Consult with the GATEWAY VISITOR CENTER on all decisions regarding design and site considerations.
- 5. The GATEWAY VISITOR CENTER assumes no responsibility for the maintenance and upkeep of the Gateway Visitor Center. The COUNTY shall keep the Center and the entries immediately adjacent thereto in a neat, clean and safe condition, maintain the glass of all windows and doors thereof, and maintain the Center and entries thereto in a good state of repair. The COUNTY shall also maintain and repair the electrical and other utility systems within the Center together with the roof, exterior walls and foundations thereof.

SECTION 4: DEFINITION:

Pass Through Agency: The term pass through agency shall mean that the GATEWAY VISITOR CENTER shall act as the fiscal agent for the operation of the Gateway Center. The GATEWAY VISITOR CENTER shall not incur any additional financial liability for the operation of the Gateway Center in excess of the sum listed in Section 3 above.

SECTION 5: TERM

This Agreement shall be for a term of one year, commencing on January 1, 2022 and ending on December 31, 2022, except for the reports referenced in Section 2, due January 31, 2023 and February 28, 2023.

SECTION 5: ASSIGNMENT

Either party to the agreement shall not assign this Agreement, except by signed amendment.

SECTION 6: MODIFICATION

This Agreement may be modified by mutual written agreement executed by both parties.

SECTION 7: TERMINATION

The Agreement may be terminated, in whole or in part, by the County upon thirty (30) days written notice in the event expected or actual revenue from the Hotel-Motel Tax is reduced or limited in any way, or for non-performance of duties under this Agreement, or for any reason. The GATEWAY VISITOR CENTER may terminate this Agreement upon thirty (30) days written notice to the COUNTY. In the event of termination under this clause, the County shall be liable to pay only for services rendered prior to the effective date of termination. If termination covers a period for which payment has already been made, GATEWAY VISITOR CENTER shall refund to the COUNTY a pro-rated share of the payment based upon the balance of time remaining in the paid period, unless otherwise negotiated.

SECTION 8: HOLD HARMLESS

The GATEWAY VISITOR CENTER shall indemnify and hold the COUNTY, and its officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the GATEWAY VISITOR CENTER's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require the GATEWAY VISITOR CENTER to indemnify the COUNTY against and hold harmless the COUNTY from claims, demands or suits based solely upon the conduct of the COUNTY, its officers, employees and agents, and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the GATEWAY VISITOR CENTER's agents or employees; and, (b) the COUNTY, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the COUNTY of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the GATEWAY VISITOR CENTER's negligence, or the negligence of the GATEWAY VISITOR CENTER's agents or employees.

The GATEWAY VISITOR CENTER specifically assumes potential liability for actions brought against the COUNTY by the GATEWAY VISITOR CENTER's employees, or any other persons engaged in the performance of any work or service required of the GATEWAY VISITOR CENTER under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The GATEWAY VISITOR CENTER recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.

SECTION 9: INSURANCE

The GATEWAY VISITOR CENTER shall obtain and keep in force during the term of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

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

SECTION 10: INDEPENDENT CONTRACTOR

The GATEWAY VISITOR CENTER and the COUNTY agree that the GATEWAY VISITOR CENTER is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the GATEWAY VISITOR CENTER nor any employee of the GATEWAY VISITOR CENTER shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The COUNTY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the GATEWAY VISITOR CENTER, or any employee, representative, agent or contractor of the GATEWAY VISITOR CENTER. The GATEWAY VISITOR CENTER shall be responsible for all applicable withholdings, deductions, state industrial insurance, tax reports, business licenses, registrations, and all other obligations of an independent organization.

SECTION 11: COMPLIANCE WITH LAWS

The GATEWAY VISITOR CENTER shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, Washington.

SECTION 12: DISCRIMINATION PROHIBITED


The GATEWAY VISITOR CENTER with regard to the project to be completed under this agreement, will not discriminate on the grounds of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification in the selection and retention of employees, materials, supplies, contractors or subcontractors.

SECTION 13: INTEGRATED AGREEMENT

This agreement together with attachments or addenda represents the entire and integrated agreement between the County and the GATEWAY VISITOR CENTER and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both the County and the GATEWAY VISITOR CENTER.

APPROVED and signed this 20th day of December, 2021


Attest:


Carolyn Gallaway,
Clerk of the Board

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**


Kate Dean, Chair

Approved as to Form:


December 7, 2021
Philip C. Hunsucker,
Chief Civil Deputy Prosecutor

GATEWAY VISITOR CENTER


Authorized Official

EXHIBIT A
Itemized List of Proposed Tourism Promotion Services
And GATEWAY VISITOR CENTER Lodging Tax Budget

1. Itemized List of Proposed Tourism Promotion Services

Organization (or Event) Name: Olympic Peninsula Gateway Visitor Center

In the following space or on a separate sheet of paper, please specify each proposed tourism promotion, facility, event or activity, including quantities and costs (see examples at bottom of page).

On Site Marketing expense:

Note: See Full Itemized Breakdown of operational costs in 2022 Budget Sheet

Figure below includes all estimated Expenses accrued in the normal operational scheduling of openings at the Gateway during the calendar year, 6 days a week, and, all full summer Holiday weekends, January through end of December, 2022. This breakdown Includes all wages, payroll taxes, accounting, utilities, and building site maintenance, including parking lot and toilet facilities expenses are noted in this figure.

Sub Total: \$73,550.00

Off Site Marking Expenses:

Note: This is over 12% of total Gateway Operational Budget

This includes Request based Bulk Mailing, postage, Certified Folder distribution on Bainbridge/ Seattle, Kingston/Edmonds Ferry service, Internet/Web Promotion, development, (Lodging Lists, text, layout, for Activity Map, O. P. Travel Planner, Getaway Guide, websites), and management of programs related to Facebook pages, updates, and websites, www.enjoyolympicpeninsula and www.olympicpeninsula.org

Sub Total: \$9,450.00

2022 Total LTAC Request \$83,000.00

GATEWAY VISITOR CENTER – Gateway Visitor Center Lodging Tax Budget

Income		
	4000 · Income	
	4020 · Donations	500.00
	4010 · Jefferson County LTAC	83,000.00
	4050 · Sale Items - Other (candy, etc)	300.00
	Total 4000 · Income	83,800.00
Total Income		83,800.00
Cost of Goods Sold		
	5000 · Cost of Good Sold	100.00
Total COGS		100.00
Gross Profit		83,700.00
Expense		
	7900 · Off Site Marketing Exp	
	7510 · Bulk Mailing, OPVB, Cert.Folder	5,750.00
	7030 · Dues	100.00
	7530 · Internet, computer/sftwr/svc	2,000.00
	7750 · Marketing/Web Promo & Mgmt	1,500.00
	7070 · Travel	100.00
	Total 7900 · Off Site Marketing Exp	9,450.00
	7000 · On-Site Expense	
	7200 · Bldg/Maintenance Supplies	500.00
	7110 · Bldg Rprs & Park'g Lot Maint	3,500.00
	7601 · Misc. Supplies	50.00
	7020 · Office Equipment/Mtce	600.00
	7500 · Office Supplies	400.00
	7600 · P.O. Box Rental	200.00
	7065 · Volunteer Functions	250.00
	7540 · Water	200.00
	Total 7000 · On-Site Expense	5,700.00
	8000 · On Site Utilities	
	8010 · Electricity	900.00
	8040 · Sani-Can Service	3,500.00
	8020 · Telephone/Internet services	2,500.00
	8030 · Trash Pick-up	850.00
	Total 8000 · On Site Utilities	7,750.00
	6000 · Payroll Expenses	
	6580 · Consulting Services & Fees	2,900.00
	6575 · Payroll taxes Paid by JCHS	3,200.00
	6570 · Wages Paid by JCHS	54,000.00
	Total 6000 · Payroll Expenses	60,100.00
Total Expense		83,000.00
Net Ordinary Income		700.00

Exhibit B
Jurisdiction Lodging Tax Reporting Form – To Be Submitted to Jefferson County
Administrator's Office
No Later than February 28th of each Year
Lodging Tax Reporting Form

Organizations receiving funding to promote festivals, special events and tourism-related activities through tourism-related facilities owned or sponsored by non-profit organizations or the local jurisdiction are required to complete this form for EACH activity.

1 Organization Name: _____ Reporting Year: _____
 2 Sponsor Type (Check One): ☐ 501(c)(3) ☐ 501(c)(6) ☐ Local Jurisdiction ☐ Other (Explain): _____
 3 Activity Name: _____
 4 Activity Type (Check One): ☐ Event/Festival* ☐ Facility* ☐ Marketing*
 5 Activity Start Date*: _____
 6 Activity End Date*: _____
 7 Total Cost of Activity: \$ _____
 8 Amount Requested: \$ _____
 9 Amount Awarded: \$ _____

10 Overall Attendance*
 a) Projected* _____
 b) Actual* _____
 c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

11 Number of Attendees Who Traveled 50 Miles or More*
 a) Projected* _____
 b) Actual* _____
 c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

12 Number of Attendees Who Traveled from Another State or Country*
 a) Projected* _____
 b) Actual* _____
 c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

13 Number of Attendees Who Stayed Overnight in Unpaid Accommodations*
 a) Projected* _____
 b) Actual* _____
 c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

14 Number of Attendees Who Stayed Overnight in Paid Accommodations*
 a) Projected* _____
 b) Actual* _____
 c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☐ Other (explain): _____

15 Number of Paid Lodging Nights*
 a) Projected* _____
 b) Actual* _____
 c) Methodology (Check One): ☐ Direct Count*
☐ Indirect Count* ☐ Representative Survey*
☐ Informal Survey* ☐ Structured Estimate*
☒ Other (explain): _____

*See Lodging Tax Yearly Reporting Definitions: Instructions

Name of Individual Who Prepared Report: _____
 Phone #: _____ E-Mail Address: _____

RETURN THIS FORM TO:

Jefferson County Administrator's Office
 1820 Jefferson Street
 P.O. Box 1220
 Port Townsend, WA 98368
 jeffboco@co.jefferson.wa.us

DEADLINE: February 28th of Each Reporting Year

LTAC Yearly Reporting Definitions/Instructions

Activity Type: Event/Festival: Short-term activity occurring between specific dates (e.g., 4th of July celebration, local marathon)
Facility: Municipally-owned facility that operates some or all of the year (e.g., county historical museum, convention center)
Marketing: Activity that provides information to encourage visitors to an area; is typically a year-round activity but may also operate for less than a full year.

Activity Date: Activity beginning and ending dates.

Actual: Persons estimated to have **actually** participated in event/festival or visiting a facility. For marketing activity, enter the number of persons estimated to have **actually** visited area as result of marketing activity.

Projected: Persons **expected** to participate in event/festival or visiting a facility. For marketing activity, enter the number of persons **expected** to visit area as result of marketing activity.

Methodology: Select the methodology used to estimate the actual number of visitors/participants.

Direct Count: Actual count of visitors using methods such as paid admissions or registrations, clicker counts at entry points, vehicle counts or number of chairs filled. A direct count may also include information collected directly from businesses, such as hotels, restaurants or tour guides, likely to be affected by an event.

Indirect Count: Estimate based on information related to the number of visitors such as raffle tickets sold, redeemed discount certificates, brochures handed out, police requirements for crowd control or visual estimates.

Representative Survey: Information collected directly from individual visitors/ participants. A representative survey is a highly structured data collection tool, based on a defined random sample of participants, and the results can be reliably projected to the entire population attending an event and includes margin of error and confidence level.

Informal Survey: Information collected directly from individual visitors or participants in a non-random manner that is not representative of all visitors or participants. Informal survey results cannot be projected to the entire visitor population and provide a limited indicator of attendance because not all participants had an equal chance of being included in the survey.

Structured Estimate: Estimate produced by computing known information related to the event or location. For example, one jurisdiction estimated attendance by dividing the square footage of the event area by the international building code allowance for persons (3 square feet).

Other: (please describe)

Overall Attendance: Total projected and estimated actual attendance recorded for event, facility or resulting from marketing activity.

Total Attendees Traveling 50 miles or more:

Total: Total projected and estimated actual number of visitors traveling more than 50 miles to attend event or facility. For marketing organizations, report visitors traveling more than 50 miles to visit area.

Of total, attendees who traveled from another state or country: Of the total projected and estimated actual number of visitors traveling more than 50 miles to attend event or facility or visit area, report projected and estimated actual number of visitors who traveled from another state or country.

Attendees who stayed overnight:

Paid Accommodations: Total projected and estimated actual number of visitors staying in paid lodging establishments such as hotels, motels, bed and breakfasts, etc.

Unpaid Accommodations: Total projected and estimated actual number of visitors staying in unpaid accommodations such as family and friends.

Paid Lodging Nights: Total projected and estimated actual number of paid lodging nights. One Lodging night = one or more persons occupying one room for one night.

EXHIBIT C 1st QUARTERDue by April 30th to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

STARTING BALANCE PREVIOUS QUARTER	+	REVENUE THIS QUARTER	-	EXPENSES THIS QUARTER	=	ENDING BALANCE THIS QUARTER

Please attach supportive documents. Any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. For a minimum of six (6) years, maintain documented proof of payments made, contracts executed, and other expenditures authorized under this Agreement. Upon reasonable notice, provide access to County or State representatives to audit those records.

Please provide your reports of the revenue, marketing, services, programs and activities of the prior quarter.

JANUARY		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

FEBRUARY		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

MARCH		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

EXHIBIT C 2nd QUARTERDue by July 31st to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

STARTING BALANCE PREVIOUS QUARTER	+	REVENUE THIS QUARTER	-	EXPENSES THIS QUARTER	=	ENDING BALANCE THIS QUARTER

Please attach supportive documents. Any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. For a minimum of six (6) years, maintain documented proof of payments made, contracts executed, and other expenditures authorized under this Agreement. Upon reasonable notice, provide access to County or State representatives to audit those records.

Please provide your reports of the revenue, marketing, services, programs and activities of the prior quarter.

APRIL		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

MAY		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

JUNE		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

EXHIBIT C 3rd QUARTERDue by October 31st to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

STARTING BALANCE
PREVIOUS QUARTER

+

REVENUE THIS
QUARTER

-

EXPENSES THIS
QUARTER

=

ENDING BALANCE
THIS QUARTER

Please attach supportive documents. Any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. For a minimum of six (6) years, maintain documented proof of payments made, contracts executed, and other expenditures authorized under this Agreement. Upon reasonable notice, provide access to County or State representatives to audit those records.

Please provide your reports of the revenue, marketing, services, programs and activities of the prior quarter.

JULY

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

AUGUST

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

SEPTEMBER

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

EXHIBIT C 4th QUARTERDue by January 31st to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

STARTING BALANCE PREVIOUS QUARTER	+	REVENUE THIS QUARTER	-	EXPENSES THIS QUARTER	=	ENDING BALANCE THIS QUARTER
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Please attach supportive documents. Any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. For a minimum of six (6) years, maintain documented proof of payments made, contracts executed, and other expenditures authorized under this Agreement. Upon reasonable notice, provide access to County or State representatives to audit those records.

Please provide your reports of the revenue, marketing, services, programs and activities of the prior quarter.

OCTOBER

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

NOVEMBER

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

DECEMBER

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
FROM: Adiel McKnight, Executive Assistant
DATE: December 20, 2021
SUBJECT: AGREEMENT re: 2022 Hotel Motel (Lodging Tax) Grant Funding; In the Amount of \$83,000; Jefferson County Historical Society (Gateway Visitor Center)

STATEMENT OF ISSUE:

This agreement provides grant funding for 2022 to certain non-profit agencies for the promotion of tourism and ongoing preservation of Jefferson County's heritage. The Lodging Tax Advisory Committee met on November 2, 2021 and reviewed request for proposals. This funding has been budgeted from the Hotel Motel (Lodging Tax) Fund, and approved by the Board of County Commissioners on November 15, 2021.

FISCAL IMPACT:

Jefferson County Historical Society (Gateway Visitor Center)	\$83,000
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RECOMMENDATION:

Approve and sign the agreement.

REVIEWED BY:


Mark McCauley, Interim County Administrator

12/16/21
Date:

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Jefferson County Historical Society (Gateway Visitor Center) Contract No: N/A

Contract For: Lodging Tax

Term: 1 yr

COUNTY DEPARTMENT: County Administrator
Contact Person: Mark McCauley
Contact Phone: Ext. 383
Contact email: mmccauley@co.jefferson.wa.us

AMOUNT: \$83,000

Revenue: _____
Expenditure: _____
Matching Funds Required: _____
Sources(s) of Matching Funds: _____
Fund # 125
Munis Org/Obj 12555730/411107

PROCESS:

- ☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 12/6/2021.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 12/7/2021.
Standard County grant language.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



Board of County Commissioners
1820 Jefferson Street
PO Box 1220
Port Townsend, WA 98368

Kate Dean, District 1 Heidi Eisenhour, District 2 Greg Brotherton, District 3

December 20, 2021

Jefferson County Historical Society
Gateway Visitor Center
William Roney
P.O. Box 65478
Port Ludlow, WA 98365

Dear William Roney,

Enclosed for signature are two (2) originals for **AGREEMENT** re: 2022 Hotel Motel (Lodging Tax) Grant Funding; In the Amount of \$83,000; Jefferson County Historical Society (Gateway Visitor Center)

Please sign both, keep one and return the second to:

Jefferson County Commissioner's Office
Attn: Adiel McKnight
P.O. Box 1220
Port Townsend, WA 98368

- Please remember that on or before April 30; July 31; October 31, 2021 and January 31, 2022 you are required to provide to the County: A quarterly report of the use, services, programs and activities under this agreement for the prior quarter.
- A quarterly financial statement detailing revenues, expenses and cash balances for the prior quarter; and for the final quarter report, the financial statement shall also include a detailed financial statement by February 28th of each year along with Exhibit B attached to your contract.
- Insurance shall be obtained as outlined in the terms of the Agreement and provide a copy to this office.
- Payment will be provided upon invoice, subject to the terms of the Agreement

Thank you for your assistance.

Sincerely,

Adiel McKnight
Executive Assistant

Non Profit Insurance Program

Certificate of Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERTS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED	PROPERTY American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
Jefferson County Historical Society 540 Water Street Port Townsend, WA 98368	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-12	6/1/2021	6/1/2022	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$150,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-12	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$150,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	N1-A2-RL-0000013-12	6/1/2021	6/1/2022	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$150,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-12	6/1/2021	6/1/2022	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$150,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Evidence of Coverage only.					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Jefferson County PO Box 1220 Port Townsend, WA 98368	