

INTERLOCAL AGREEMENT FOR TOURISM AND MARKETING SERVICES BETWEEN THE CITY OF TUKWILA AND THE CITY OF SEATAC

This Interlocal Agreement, made and entered into this January ____, 2002, by and between the City of Tukwila, a municipal corporation, hereinafter called Tukwila and the City of SeaTac, a municipal corporation, hereinafter called SeaTac.

RECITALS

WHEREAS, SeaTac desires to purchase professional tourism & marketing services for the purpose of increasing awareness of SeaTac and the surrounding area as a tourist destination;

WHEREAS, Tukwila is willing to expand the scope of its existing tourism and marketing services to include SeaTac;

WHEREAS, it is agreed that the most desirable arrangement for conducting this operation is an Interlocal Agreement;

NOW THEREFORE, for the reasons recited above, and in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

SECTION ONE.

SCOPE AND DESCRIPTION

Pursuant to Chapter 39.34 RCW, Tukwila and SeaTac agree to jointly provide Tourism and Marketing services for the combined cities beginning February 1, 2002. This Interlocal Agreement shall be conducted under the program title of Seattle's Southside Visitor Services (SSVS) from a place of service at 16400 Southcenter Parkway, City of Tukwila, County of King, and State of Washington. Services include but are not limited to providing comprehensive visitor information services to tourists and facilitating input from area tourism businesses for the purpose of developing, implementing and evaluating annual marketing and media plans. The marketing and media plans include budget information, implementation schedule and evaluation strategies. Tukwila is designated as Administrator responsible for administering this joint agreement.

SECTION TWO.

CONTRIBUTIONS

Basic Operational Expenses: Tukwila and SeaTac will share basic operational expenses for the SSVS (including but not limited to overhead, salaries and benefits, rent, utilities, supplies, meetings, postage, travel and education, associations fees, phones and other misc. expenses). The basic operational expenses shall be based on a valuation derived from the final Tukwila Tourism & Marketing Budget. SeaTac's contribution for the first year's (eleven months) basic operational expenses is valued at ONE HUNDRED AND FOUR THOUSAND FIVE HUNDRED DOLLARS (\$104,500) to be paid to Tukwila in eleven equal payments of NINE THOUSAND AND FIVE HUNDRED DOLLARS (\$9,500). SeaTac will pay Tukwila at the

beginning of each month beginning February 2002. The basic annual operational cost contribution for SeaTac for 2003 and subsequent years will be determined annually during the budget process.

Joint Media Campaign: Tukwila will implement a mutually agreed upon annual media campaign. Tukwila and SeaTac will share media campaign expenses equally for the SSVS. SeaTac will reimburse Tukwila for 50% of all media campaign commitments for the duration of the Interlocal Agreement. Tukwila will invoice SeaTac 50% of actual media commitments incurred at the end of each month.

Joint Special Projects: Tukwila will implement mutually agreed upon supplemental marketing activities (special projects). Tukwila and SeaTac will share special project expenses equally. SeaTac will reimburse Tukwila for 50% of all special project commitments for the duration of the Interlocal Agreement. Tukwila will keep expense records of all special projects (including but not limited to web site development, printed materials, professional creative services, and direct mail campaigns). Tukwila will invoice SeaTac 50% of actual special projects commitments incurred at the end of each month.

SeaTac Specific Projects: SeaTac will implement SeaTac specific projects. SeaTac will manage and assume 100% financial responsibility for all SeaTac specific projects. At such time as SeaTac and Tukwila mutually agree, Tukwila may advise or assist SeaTac regarding SeaTac specific projects.

SECTION THREE.

CONDUCT OF INTERLOCAL AGREEMENT

Tukwila shall have following responsibilities as administrator of this Interlocal Agreement. Tukwila will:

- (a) conduct, manage, operate, and arrange all the business affairs of the tourism and marketing services, hire other employees needed to carry on the business, determine the wages and make contracts with the employees, enter into other contracts in the name of and for the SSVS, and in general do anything ordinarily done by the manager of a business
- (b) facilitate the involvement of SeaTac tourism businesses into the existing Tukwila Tourism Networking Committee and hereafter the committee will be known as Seattle's Southside Tourism Networking Committee for the purposes of creating awareness, support and participating in SSVS various marketing activities
- (c) regularly attend SeaTac's Hotel Motel Tax Advisory Committee meeting
- (d) coordinate joint SeaTac and Tukwila Advisory Board/Committee meetings (at least but not limited to two times annually)
- (e) prepare and implement annually approved marketing and media plans by the Tukwila Advisory Board and SeaTac Advisory Committee.

- (f) prepare and submit quarterly outcome reports to the Tukwila Lodging Tax Advisory Board and SeaTac Hotel Motel Tax Advisory Committee
- (g) select subcontractors and vendors
- (h) ascertain creative production (typed layouts, type specs, mechanical assembly)

Such authority may be increased or decreased from time to time on mutual written agreement of the cities.

SECTION FOUR.

RECORDS AND ACCOUNTING

Tukwila shall maintain or cause to be maintained books of accounts concerning the total operation of the Interlocal Agreement, in which books shall be entered, fully and accurately, each transaction pertaining to the Interlocal Agreement. All the books will be open at any reasonable time for inspection and examination by SeaTac.

The fiscal year of the Interlocal Agreement shall commence on January 1 and close on December 31 of each year of operation. All accounting based on fiscal year figures shall be completed within 45 days after the close of the fiscal year.

SECTION FIVE.

TERM

The effective date of the Interlocal Agreement shall be February 1, 2002, and this Interlocal Agreement shall continue in effect for a period of three years from that date. On or before April 30, 2004 the cities will determine if this Interlocal Agreement may be continued for another period of three years, or for such time as the parties may then see fit.

SECTION SIX.

TERMINATION OF INTERLOCAL AGREEMENT

It is agreed that either SeaTac or Tukwila may terminate this Interlocal Agreement with 60 days notice prior to the beginning of each new calendar year, and such termination shall be in writing. However, the party initiating the termination shall be responsible for paying 50% of any remaining office lease obligation. The agreement can be terminated at any time provided both parties are in agreement on the terms of such termination. Tukwila maintains ownership of all SSVS capital assets at the termination of this Interlocal Agreement.

SECTION SIX.

HOLD HARMLESS OF INTERLOCAL AGREEMENT

Tukwila and SeaTac agree that each party shall defend, indemnify, and hold harmless the other party and its officers, officials, agents employees, and volunteers from any and all claims,

injuries, actions, damages, losses or suites including reasonable attorney's fees, which arise out of, are connected with, or due to any errors, omissions or negligent acts in the performance of this agreement, except for each party's own comparative negligence.

In witness whereof, the parties have executed this Interlocal Agreement at the day and year first above written.

CITY OF TUKWILA

CITY OF SEATAC

Steve Mullet, Mayor

, City Manager

Attest:

Attest:

, City Clerk

, City Clerk

Approved as to Form:

Approved as to Form:

, City Attorney

, City Attorney