Burien Contract # 4780

City of Burien, Washington
City Hall Contract Routing Sheet

Name of Contracting Party: Port of Seattle

Project Name/Description: Economic Development Partnership for Wayfinding and Tourism Programs 2016-17

Contract Amount: $ Total is $73,215 (Port share $48,810; City share $24,405)

Type of Contract: (Includes Agreements, Grants, Interlocals, Leases, MOUs, etc.)

☐ Architectural/Engineering ☐ From MSRC Engineering Roster ☐ RFQ Process Done ☐ Consulting/Services (Non-Engineering) ☐ Human Svcs/Arts&Culture	☐ Construction/Public Works ☐ Informal Bidding Process Done-3 bids (less than $35,000) ☐ From MRSC Small Works Roster ($35,000 to $300,000) ☐ Competitive/Advertised Bidding Done (Over $300,000) ☐ Other: Sole Source - Emergency	☐ Grant ☐ Lease ☐ Other: _____ ☐ Contract Amendment to Contract No. _____

Is this contract authorized in the current year's budget? ☐ Yes ☐ No

If budgeted, list Fund/Dept.: General Fund - City Manager - Economic Development

Page # in Budget: _____ Budget line item amount: _____

BARS Account Number: 001-00-337-10-00-000

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Review: Chris Craig *Date:* _____
- ☐ Draft contract, get contract file checklist items
- ☐ Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- ☐ Obtain *Dept. Director Approval* _____ *Date:* _____

Legal Dept. Directions/Review: _____ *Date:* _____
- ☐ Review insurance
- ☐ Review of City Attorney (non-routine contracts)

Finance Dept. Directions/Review: _____ *Date:* _____
- ☐ Review contract budget/administrative review.

City Manager Review if over $25,000: _____ *Date:* _____
- ☐ Return Contract Package to Finance Dept.

Contract Manager Directions:
- ☐ Obtain signatures on contract.
- ☐ Provide fully signed copy of contract to other party.
- ☐ Make copy of contract for own files, if desired.
- ☐ Return original Contract Package to Finance Dept.

Finance Dept. Directions:
- ☒ Assign contract number.
- ☒ Provide contract number to Contract Manager.
- ☒ Provide Contract Package to Scanner.

Contract File Checklist:
- ☐ W-9 Taxpayer ID Form
- ☐ Burien Business License #_____
- ☐ Insurance Certificate
- ☐ Bids, if applicable ☐ N/A
- ☒ Contract Fully Signed

Port of Seattle

November 21, 2016

City of Burien
Attention: Chris Craig
Economic Development Specialist
400 SW 152nd St., Suite 300
Burien, WA 98166

Re: Contract S-00318825 - 2016 Economic Development Partnership Agreement

Enclosed is your copy of the Contract for 2016 Economic Development Partnership which has been executed by Tim Jayne, Sr. Manager, Purchasing on November 17, 2016 on behalf of the Port. Please reference the Contract number when invoicing the Port for payment of the monies awarded. We look forward to working with your organization.

If you have any questions or concerns, please do not hesitate to give me a call.

Regards,

Patty Etzkorn

Patty Etzkorn, C.P.M., A.P.P.
Port of Seattle
Central Procurement Office - Purchasing
P-Card Administrator
P O Box 1209
Seattle, WA 98121

Encl. - Agreement - executed
Cc: - Susan Chamberlain, Economic Development Coordinator w/copy encl.

Port of Seattle

ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT
BETWEEN
THE PORT OF SEATTLE AND THE CITY OF BURIEN

This Economic Development Partnership Agreement (the "Agreement") is made and entered into as of November 17, 2016, by and between the Port of Seattle (the "Port") and the City of Burien (the "City"), both municipal corporations of the State of Washington (each, a "Party" or, collectively, the "Parties").

RECITALS

WHEREAS, engaging in the promotion of economic development is a recognized Port purpose authorized under RCW 53.08.245; and

WHEREAS, RCW 35.21.703 similarly authorizes cities to engage in economic development programs; and

WHEREAS, RCW 53.08.240(2) permits the Port to contract with another municipality to perform such undertakings each is authorized to perform; and

WHEREAS, the Port Commission of the Port of Seattle established the Economic Development Partnership Program (the "Program"), to advance the Port's Century Agenda, promote a dramatic growth agenda, support the creation of middle class jobs and help address the lack of economic development funding for local projects; and

WHEREAS, grant funding across the region is very limited for cities that want to pursue economic development projects or initiatives, and cities in the State of Washington have very limited economic development tools; and

WHEREAS, the Program will provide 38 King County cities per capita funding to advance local economic development throughout the region, and requires a 50% local match by the cities that receive the grants; and

WHEREAS, the Program will help the Port advance regional economic vitality through focused partnerships with King County cities; and

WHEREAS, the Program will make grants to cities that pursue programs and projects that stimulate business development, job creation and community revitalization, such as small business development, industry retention and expansion, and other economic development projects that support new investment and job creation;

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a contractual arrangement under which the Port will contribute Program funds to the City in the amount set forth on Section 2, solely for the purpose of assisting the City in carrying out the local initiative and deliverables described in Exhibit A, attached and incorporated hereto by this reference (the "Project"). This Agreement shall be interpreted in furtherance of this purpose.

2. Responsibilities of the Port. The Port shall contribute Forty-Eight Thousand Eight Hundred Ten and No/100 Dollars ($48,810.00) (the "Grant Fund Amount") to assist the City in funding the Project. The Port shall disburse the Grant Fund Amount to the City on a monthly basis and no later than thirty (30) days after receipt of an invoice detailing those Project deliverables completed in accordance with Exhibit A. Subject to the requirements of this Section and of Section 18 (where applicable), the Port shall make the final payment of the Grant Fund Amount to the City by no later than June 30, 2017, or receipt of the final report, whichever occurs later.

3. Responsibilities of the City.

3.1 The City shall contribute Twenty-Four Thousand Four Hundred Five and No/100 Dollars ($24,405.00) towards the Project, an amount that is equivalent to at least fifty percent (50%) of the Grant Fund Amount (the "City Match").

3.2 The City may contract with local non-profits to complete the Project or elements of the Project; *provided*, that the Port shall not, under any circumstance, disburse the Grant Fund Amount to any of the City's contractors or subcontractors.

3.3 The City shall complete the Project deliverables set forth in Exhibit A by no later than May 31, 2017.

4. Term. This Agreement shall be become effective as of the date first set forth above, and shall terminate on May 31, 2017, unless earlier terminated under another provision of this Agreement.

5. Termination for Convenience. Either party may terminate this Agreement at any time for any reason, by giving the other party thirty (30) days' written notice. In the event the Port terminates this Agreement and the City has completed any portion of the Project by the time it receives the Port's

notice of termination, the Port shall pay the City a percentage of the Grant Fund Amount that is proportional to the City's completed portion of the Project.

6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the City, the Port shall be entitled, by written or oral notice to the City, to terminate Agreement for breach of any of the terms and to have all other rights against the City by reason of the City's breach as provided by law.

7. Waiver. Failure at any time of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of either Party to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the Parties

8. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

9. Indemnification and Hold Harmless Agreement. The City shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Agreement; *provided*, however, if and to the extent that this Agreement is construed to be relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) the City, its agents, or its employees, it is expressly agreed that the City's obligations of indemnity under this paragraph shall be effective only to the extent of the City's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the City to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

In any and all claims against the Port, by any employee of the City, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the City, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the Parties hereto that the City expressly waives any immunity the City might have had under such laws. By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The City shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph.

10. Comply with All Laws. The Parties shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to all environmental laws, which in any manner apply to the performance of this Agreement.

11. Integration. This Agreement, together with the attached Exhibit A, constitutes the entire Agreement between the Parties and unless modified in writing by an amendment executed by the Parties, shall be implemented only as described herein.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County.

13. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the City and the Port.

14. No Entity Created. The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the City and the Port.

15. Notices. Notices to the Port shall be sent to the following address:

Port of Seattle
Economic Development Division
P. O. Box 1209
Seattle, WA 98121

Notices to the City shall be sent to the following address:

City of Burien
Chris Craig, Economic Development Specialist
400 SW 152nd St., Suite 300
Burien, WA 98166

16. Audits and Retention of Records. The City shall retain and make all books, records and documents (the "Records") relating to the performance of this Agreement open to inspection or audit by representatives of the Port or Washington State during the term of this Agreement and for a period of not less than six (6) years after termination of the Agreement; *provided*, that if any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated, the City shall retain such Records until the later of (a) resolution or completion of litigation, claim or audit; or (b) six (6) years after the termination of this Agreement.

17. Amendment. This Agreement may only be amended by written agreement of the Parties.

18. Dispute Resolution. The signatories below or their authorized delegates shall use good faith efforts to cooperatively resolve disputes that arise in connection with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

PORT OF SEATTLE	CITY OF BURIEN
By: Tim Jayne	By: Tony Piasecki
Sr. Manager, Purchasing	City Manager
Tim Jayne	
Signature	*Signature*
11/17/16	11/14/16
Dated	*Dated*

EXHIBIT A

SCOPE OF WORK/SPECIFIC REQUIREMENTS

1. Scope of Work:

Implementation of a downtown wayfinding and tourism promotion programs by May 31, 2017:

a. **Wayfinding Program**: Contract with a consultant to design a wayfinding program that will encourage a walkable pedestrian scale environment and enhance the satisfaction of visitors. In addition, it will serve the multimodal environment desired by businesses.

b. **Tourism Program**: Partner with a destination marketing organization or similar to advertise and market Burien's community attributes.

The City will submit a written report to the Port within 45 days of completion of the Scope of Work but no later than, May 31, 2017, a final report shall be submitted to the Port.

The Port may request periodic project updates from the City.

2. Definition and restatement of how funds are to be used.

Category:	Port of Seattle Funds:	Matching Funds:	Total Funds:
Consultant – Wayfinding Design	$32,540	$16,270	$48,810
Tourism Promotion	$16,270	$8,135	$24,405
Total	$48,810	$24,405	$73,215

Any funds obtained from the Port for economic development and tourism activities are to be used specifically for projects that create jobs, foster business growth, and support the Port's business interests, advertising, promotion, marketing that have the potential to generate incremental visitor expenditures and/or increase visitors to the City and the surrounding area.

2. Access and Process for obtaining funds.

The Port may authorize reimbursement of eligible expenses upon approval by the Port and documentation from the City providing information on expenses and required match. Port may require appropriate documentation to validate participation in the activity, advertising placement, or a specific project that will be initiated.

3. Port Approval and Recognition:

a. All projects must utilize and identify the Port as a partner or sponsor. Prior to implementation, Port requires a review of the proposed placement of the Port logo on advertising, promotion materials, booth displays, online, digital or printed materials.

b. Prior to specific advertising execution or implementation, the Port will review and approve the advertising placement and schedule, provided that no Port logo is required on any Wayfinding signs or signage.

4. The Agreement and Final Report:

TASK	DESCRIPTION	SCHEDULE
Task 1	Execute Agreement	No later than November 16, 2016
Task 2	Execution of Agreement by Port	No later than November 18, 2016
Task 3	Provide an Invoice for the total amount remaining due from the Port	No later than May 31 2017
Task 4	Final Report and Accounting: 1. Provide a detailed report on the wayfinding project pursuant to the Scope of Work defined above. 2. Provide the design for the wayfinding. 3. Provide a links to the website with promote Burien. 4. Provide copies of any promotional print media. 5. Provide a detailed accounting of the monies spent, including 50% matching funds.	No later than: May 31, 2017

5. Miscellaneous:

No Port funds can be used to underwrite general or capital expenses associated with an event or program already in progress.

End of Exhibit A - Scope of Work/Specific Requirements