

1 Sponsored by: Councilmember Roger Bush
2 Requested by: Executive/Parks and Recreation Services
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6 **RESOLUTION NO. R2009-119**

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9 **A Resolution of the Pierce County Council Authorizing the Pierce County** 10 **Executive to Enter into an Interlocal Agreement with the** 11 **Cities of DuPont, Fife, Gig Harbor, Lakewood, Puyallup,** 12 **Sumner, and Tacoma for the Establishment of a Pierce** 13 **County Tourism Promotion Area, Pursuant to Revised Code** 14 **of Washington 35.101.040.** 15

16 **Whereas**, the Washington State Legislature has recognized the importance of
17 tourism in the State of Washington and passed Engrossed Substitute Senate Bill No.
18 6026 which is codified as the Tourism Promotion Area Act, Chapter Revised Code of
19 Washington (RCW) 35.101, which authorizes the establishment of a Tourism Promotion
20 Area to levy special assessments to fund tourism promotion as defined therein; and
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22 **Whereas**, a petition requesting the creation of a Tourism Promotion Area
23 bearing the signatures of people who represent at least 60% of the hotel rooms that
24 would be subject to a special assessment was presented to the Pierce County Council;
25 and
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27 **Whereas**, the Pierce County Council held a public hearing regarding the creation
28 of a Tourism Promotion Area and subsequently passed Resolution No. R2009-32
29 declaring the Council's intention to create a Tourism Promotion Area; and
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31 **Whereas**, the Interlocal Cooperation Act, RCW Chapter 39.34 allows two or
32 more public agencies to enter into interlocal agreements; and
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34 **Whereas**, RCW 35.101.040 requires Cities, Towns and Counties within the
35 boundaries of a proposed Tourism Promotion Area to enter into an Interlocal Agreement
36 specifying the terms and conditions for the operation of the Tourism Promotion Area;
37 and
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39 **Whereas**, an Interlocal Agreement regarding the creation of a Tourism
40 Promotion Area, attached as Exhibit A, has been or will be adopted by all of the Cities in
41 Pierce County with hotels that would be subject to a special assessment, including the
42 Cities of DuPont, Fife, Gig Harbor, Lakewood, Puyallup, Sumner, and Tacoma; and
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44 **Whereas**, the Pierce County Council finds that creation of a Tourism Promotion
45 Area will benefit the citizens of Pierce County; **Now Therefore**,
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DISTRIBUTION:

Pat McCarthy, County Executive X
Pierce County Library X
Municipal Research and Services Center X
Law Library X
State Examiner X
Susan Long, Code Revisor X
Council Record Book X
Denise Dyer, Economic Development X
Rob Allen, Economic Development X
City of Gig Harbor, Administrator X
DuPont City Administrator X
Lakewood City Manager X
Puyallup City Manager X
Sumner City Manager X
Tacoma City Manager X

11/30/2009 jms
Date/initials

1 **BE IT RESOLVED by the Council of Pierce County:**

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3 Section 1. The Pierce County Executive is authorized to enter into an Interlocal
4 Agreement with the Cities of DuPont, Fife, Gig Harbor, Lakewood, Puyallup, Sumner,
5 and Tacoma that is the same or substantially the same as set forth in Exhibit A,
6 attached hereto and incorporated here by reference, to establish a Tourism Promotion
7 Area and specifying the terms and conditions for the operation of the Tourism
8 Promotion Area.

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10 **ADOPTED this** 24th **day of** November, 2009.

11
12 **ATTEST:**

PIERCE COUNTY COUNCIL

Pierce County, Washington

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15 Denise D. Johnson

16
17 **Denise D. Johnson**

18 Clerk of the Council

Roger Bush

Roger Bush

Council Chair



**INTERLOCAL AGREEMENT
FOR ESTABLISHMENT OF
PIERCE COUNTY TOURISM PROMOTION AREA**

THIS AGREEMENT ("Agreement") dated this day by and among PIERCE COUNTY, a political subdivision of the State of Washington (herein referred to as "County"); the CITY OF TACOMA, a municipal corporation of the State of Washington ("Tacoma"); the CITY OF PUYALLUP, a municipal corporation of the State of Washington ("Puyallup"); the CITY OF FIFE, a municipal corporation of the State of Washington ("Fife"); the CITY OF GIG HARBOR, a municipal corporation of the State of Washington ("Gig Harbor"); the CITY OF LAKEWOOD, a municipal corporation of the State of Washington ("Lakewood"); the CITY OF DUPONT, a municipal corporation of the State of Washington ("DuPont"), and the CITY OF SUMNER, a municipal corporation of the State of Washington ("Sumner")(herein referred to collectively as the "Cities" or separately as "City") pursuant to the authority of the Interlocal Cooperation Act, RCW 39.34. et seq. and the Tourism Promotion Areas Act, RCW 35.101 et seq. authorizing the establishment of a Tourism Promotion Area to levy Special Assessments to fund tourism promotion.

WHEREAS, the Legislature of the State of Washington by Chapter 35.101 RCW authorizes a County to establish a Tourism Promotion Area to permit the levy of Special Assessments to be expended exclusively for tourism promotion; and,

WHEREAS, the Operators of Lodging Businesses located within the County of Pierce have presented an Initiation Petition to the Pierce County Council seeking to have the Pierce County Council establish a Pierce County Tourism Promotion Area, specifically including the areas within the jurisdiction of the Cities pursuant to the terms of the Tourism Promotion Areas Act; and,

WHEREAS, the Initiation Petition submitted to the Pierce County Council, Exhibit "A" attached to this Agreement, included:

- (1) A description of the boundaries of the proposed Pierce County Tourism Promotion Area, including the areas within the jurisdiction of Tacoma, Puyallup, Fife, Gig Harbor, Lakewood, Dupont and Sumner; and,
- (2) The proposed uses and projects for which the proposed revenue from the Special Assessments should be dedicated and the total estimated cost of such uses and projects; and,
- (3) The estimated rate for the Special Assessments to be levied on Lodging Businesses in various Zones within the Pierce County Tourism Promotion Area with a proposed breakdown by class of Lodging Business if such classification is to be used; and
- (4) The signatures of the persons who operate Lodging Businesses in the proposed Pierce County Tourism Promotion Area who would pay sixty percent (60%) or more of the proposed Special Assessments; and,

WHEREAS, the parties are authorized by virtue of RCW 39.34 and by virtue of RCW 35.101 to enter into this agreement to establish a Tourism Promotion Area, pursuant to the provisions of the Initiation Petition received from the Operators of Lodging Businesses, to include, within the boundaries of the proposed Pierce County Tourism Promotion Area, the area within the jurisdiction of the Cities; and,

WHEREAS, on the 9th day of March, 2009, the Clerk of the Pierce County Council received an Initiation Petition authorized by RCW 35.101.020 from the Operators of Lodging Businesses located within the County of Pierce requesting the conduct of a public hearing by the Pierce County Council, pursuant to the authority of the Tourism Promotion Areas Act, for the purposes of considering the establishment of a Pierce County Tourism Promotion Area to provide funds for tourism promotion in the County of Pierce; and,

WHEREAS, on the 19th day of May, 2009, the Pierce County Council adopted a resolution entitled "A Resolution of the Pierce County Council Providing Notice of the Intent to Establish a Tourism Promotion Area," for the promotion of tourism within the County of Pierce, describing the boundaries of the proposed Pierce County Tourism Promotion Area, the proposed uses and projects that the proposed revenues from Special Assessments levied within the Pierce County Tourism Promotion Area would be dedicated and setting the proposed rates for the Special Assessments to be levied on Lodging Businesses to fund the uses and projects of the Pierce County Tourism Promotion Area, estimating the total cost for the proposed activities and programs for the use of funds received by the Pierce County Tourism Promotion Area, fixing the date, time and place of a public hearing to be held by the Pierce County Council to consider the establishment of such a Pierce County Tourism Promotion Area, and directing the giving of notice of such public hearing; and,

WHEREAS, Resolution No. R2009-32, entitled "A Resolution of the Pierce County Council Providing Notice of the Intent to Establish a Tourism Promotion Area" for the promotion of tourism and convention business within the County of Pierce was duly published, and copies thereof were mailed to each Lodging Business in the proposed Pierce County Tourism Promotion Area, as provided by law; and

WHEREAS, the Cities have by appropriate legislative action, authorized or will authorize the execution of an Interlocal Agreement with Pierce County to permit the establishment of a Pierce County Tourism Promotion Area to include collection of Special Assessments from Lodging Businesses within their respective jurisdictions.

NOW, THEREFORE, for and in consideration of the promises set forth hereafter, Pierce County and the Cities hereby agree as follows:

1. Purpose. The purpose of this Agreement is to promote tourism in Pierce County by permitting the establishment of a Pierce County Tourism Promotion Area ("TPA") pursuant to RCW 35.101, which when created, will permit collection of Special Assessments from Lodging Businesses located within Pierce County to fund tourism promotion and to memorialize the agreement between the parties relating to this TPA.

2. Definitions. As used in this Agreement, the following terms, unless the context otherwise dictates, shall have the following meanings:

2.1 “Agreement” shall mean this Interlocal Cooperation Agreement entered into among Pierce County, and the Cities, for the establishment of a Pierce County Tourism Promotion Area by Pierce County as authorized by RCW 35.101.040(2).

2.2 “Annual Budget” shall mean the Pierce County Tourism Promotion Area budget for a fiscal year, as adopted or amended by the Pierce County Council, after the receipt of a recommendation from the Pierce County Tourism Promotion Area Hotel Commission, identifying all estimated revenue from Special Assessments for the fiscal year, and providing for all proposed uses of Special Assessment revenue for the purpose of providing tourism promotion in Pierce County for the ensuing fiscal year.

2.3 “Lodging Business” means a business which is located within the Pierce County Tourism Promotion Area that furnishes lodging taxable by the state under RCW 82.08 that has forty (40) or more lodging units. Lodging facilities with fewer than 40 rooms are not considered “Lodging Businesses” for the purpose of this Agreement and are exempt from any fees imposed under RCW 35.101.

2.4 “Operator” means the Operator of a Lodging Business, whether in the capacity of owner, general manager, lessee, sub lessee, mortgagee in possession, licensee or any other similar capacity.

2.5 “Pierce County Lodging Association” or “PCLA” means the Pierce County Lodging Association, Inc., a Washington non-profit corporation.

2.6 “Pierce County Tourism Promotion Area Hotel Commission” means the Pierce County Tourism Promotion Area Hotel Commission, established by Pierce County, whose members shall be selected by the Pierce County Council from a list of nominees prepared by the Pierce County Lodging Association, to provide recommendations to the Pierce County Council on proposed uses and projects of the Pierce County Tourism Promotion Area; pursuant to the provisions of RCW 35.101.130 (1) as provided in this Agreement.

2.7 “Pierce County Metropolitan Area” means the entire geographic boundary of Pierce County, including the entire areas within the jurisdiction of the Cities and the unincorporated area of Pierce County.

2.8 “Pierce County Tourism Promotion Area” or “TPA” means the Tourism Promotion Area created by the resolution of the Pierce County Council pursuant to the authority of the Tourism Promotion Areas Act, RCW 35.101, as authorized or as will be authorized by the resolutions of each of the respective City Councils of the Cities adopting the terms of this Agreement.

2.9 “Room Revenues” means the gross per-night charge (nights of stay) imposed for the rental of a room or combination of rooms for Lodging.

2.10 “Special Assessment” means the levy (charge) imposed by Pierce County on the Operators of a Lodging Business within the Pierce County Tourism Promotion Area and subsequently passed on to the guests of the Lodging Business, under the authority of

Exhibit A to Resolution No. R2009-119

RCW 35.101 for the purpose of providing for funding of tourism promotion in Pierce County.

2.11 "TPA Manager" shall mean a tourism destination marketing organization or other similar organization employed by the Pierce County Council to administer the operation of the Tourism Promotion Area.

2.12 "Tourism Promotion" means activities and expenditures designed to increase tourism and convention business, including but not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists, and operating tourism destination marketing organizations.

2.13 "Transient Basis" means the rental of a room or rooms for dwelling, lodging, or sleeping purposes by the Operator of a Lodging Business for a period of thirty (30) consecutive calendar days or less, counting a portion of a day as a full calendar day.

2.14 "Zone" or "Zones" means the distinct geographic subarea or subareas within the Pierce County Tourism Promotion Area as established by resolution of the Pierce County Council and as set forth in Exhibit "B" attached to this Agreement.

3. Tourism Promotion Area to be Established by Pierce County

- A. It is hereby understood and agreed by Pierce County, and the Cities, that Pierce County, pursuant to the authority of RCW 35.101.040 (2), shall establish a "Tourism Promotion Area" designated the Pierce County Tourism Promotion Area to include the unincorporated area of Pierce County and the entire area within the corporate limits of the Cities.
- B. It is hereby understood and agreed by Pierce County, and the Cities, that the purpose of permitting the Pierce County Council to form the Pierce County Tourism Promotion Area under RCW 35.101.040 (2) is to provide revenue to fund tourism promotion that will benefit the Operators of Lodging Businesses in, and the tourism industry of, unincorporated Pierce County and the Cities.

4. Levy of Special Assessments on Lodging Businesses within the Pierce County Tourism Promotion Area.

- A. The Pierce County Council will impose Special Assessments on the Operators of Lodging Businesses within the Pierce County Tourism Promotion Area in accordance with the zones and levels of Special Assessments as set forth in Resolution No. R2009-32.
- B. Pierce County shall contract with the State Department of Revenue for the administration and collection of such Special Assessments pursuant to RCW 35.101.090.
- C. It is understood and agreed by and between Pierce County, and the Cities, that the Pierce County Tourism Promotion Area shall include the following four (4) zones:

Zone A. Zone A encompasses those Lodging Businesses located within the area of the incorporated city limits of the City of Tacoma.

Zone B. Zone B encompasses those Lodging Businesses located within the area of the incorporated city limits of Puyallup and Lakewood.

Zone C. Zone C encompasses all Lodging Businesses located outside Zones A and B, but within the unincorporated area of Pierce County or within the area of the incorporated city limits of Gig Harbor, DuPont, Fife and Sumner.

Zone D. Zone D encompasses Lodging Businesses located within the Tourism Promotion Area, as that term is addressed in WAC 458-20-166 as it presently exists or may be hereinafter amended, other than hotels, motels, and bed and breakfast facilities. Lodging Businesses within this zone, as addressed in WAC 458-20-166, would include only (i) trailer camps and recreational vehicle parks which charge for the rental of space to transients for locating or parking house trailers, campers, recreational vehicles, mobile homes, and tents; (ii) educational institutions which sell overnight lodging to persons other than students; (iii) private lodging houses, dormitories and bunkhouses operated by or on behalf of businesses and industrial firms or schools solely for the accommodation of employees of such firms or students which are not held out to the public as a place where sleeping accommodations may be obtained; and (iv) guest ranches or summer camps which, in addition to supplying meals and lodging, offer special recreational facilities and instruction in sports, boating, riding and outdoor living.

- D. It is understood and agreed by and between Pierce County, and the Cities, that the Operators of Lodging Businesses within the Pierce County Tourism Promotion Area operating in the above-described zones will be subject to Special Assessments to be levied as follows:

Zone A:	\$1.50 per room/day
Zone B:	\$1.00 per room/day
Zone C:	\$0.50 per room/day
Zone D:	\$0.00 per room/day

- E. Any change in the Special Assessment rates for any zone as set forth hereinabove shall be made only by amendment of the resolution by Pierce County Council, with the approval of each of the respective City Councils of the Cities. No change in the Special Assessment rates for any zone or change in the boundaries of any zone shall be made by the Pierce County Council except upon the unanimous affirmative recommendation of the Pierce County Tourism Promotion Area Hotel Commission.

- F. It is understood and agreed by the parties, that the Special Assessments imposed under this section are not a tax on the "sale of lodging" for the purposes of RCW 82.14.410 and are not applicable to temporary medical housing exempt under RCW 82.08.997.

- G. It is understood and agreed by the parties, that the Special Assessments imposed under this Agreement are in addition to the special assessments that may be levied under RCW 35.87A.

5. Administration and Collection of Special Assessments.

- A. It is understood and agreed that in accordance with RCW 35.101.090, the Washington State Department of Revenue shall administer the Special Assessments authorized under this

Exhibit A to Resolution No. R2009-119

Agreement and shall deposit the Special Assessments collected into the local tourism promotion account created in the custody of the state treasurer under RCW 35.101.100.

- B. It is understood and agreed that in accordance with RCW 35.101.100, the state treasurer has the authority to distribute the money from the tourism promotion account to the Pierce County Council on a monthly basis.

6. Use of Special Assessment Revenues For the Promotion of Tourism and Convention Business in Pierce County.

- A. It is understood and agreed that all of the revenues derived from Special Assessments shall be allocated by the Pierce County Council in accordance with the Annual Budget for the Pierce County Tourism Promotion Area. The Pierce County Tourism Promotion Area Hotel Commission shall make a recommendation to the Pierce County Council on all Annual Budgets. The Pierce County Council shall have the ultimate authority to set and approve all Annual Budgets.

- B. The revenues derived from the Special Assessments shall be used only for the following purposes:

- (1) The general promotion of tourism within Pierce County as specified in the TPA business plan to be adopted annually; and,
- (2) The marketing of convention and trade shows that benefit local tourism and the Lodging Businesses in the Pierce County Tourism Promotion Area; and,
- (3) The marketing of Pierce County to the travel industry in order to benefit local tourism and the lodging businesses in the Pierce County Tourism Promotion Area; and,
- (4) The marketing of Pierce County to recruit sporting events in order to promote local tourism and to benefit the Lodging Businesses and tourism industry within the Pierce County Tourism Promotion Area.
- (5) Direct administration costs associated with management and maintenance of the TPA program, including but not limited to staff costs, public notice advertising, accounting and auditing, as approved by the Pierce County Tourism Promotion Area Hotel Commission and the Pierce County Council, provided no funds will be used for the general operations of the TPA Manager or other costs not directly related to operation of the Tourism Promotion Area.

7. Establishment of the Pierce County Tourism Promotion Area Hotel Commission.

- A. It is understood and agreed that the Pierce County Council shall, pursuant to the authority of RCW 35.101.130, (1) create a Pierce County Tourism Promotion Area Hotel Commission to advise the Pierce County Council on the expenditure of Special Assessment revenues to fund tourism promotion within Pierce County. The Pierce County Tourism Promotion Area Hotel

Commission shall have no less than 8 members and no more than a total of 16 members, including ex officio members.

- B. The Pierce County Council shall select voting Members of the Pierce County Tourism Promotion Area Hotel Commission from a list of nominees prepared by the Pierce County Lodging Association. All nominees for membership on the Pierce County Tourism Promotion Area Hotel Commission must be Operators of Lodging Businesses within Pierce County or employed by the Operator of such a Lodging Business.
 - C. The Pierce County Council shall appoint up to three members of the Pierce County Tourism Promotion Area Hotel Commission representing Tacoma, up to two members representing Fife, and up to one each representing Puyallup, Lakewood, Gig Harbor, Dupont, Sumner and Pierce County. Any vacancy on the Pierce County Tourism Promotion Area Hotel Commission arising from a resignation or other cause, shall be filled by the appointing agency, from a list of nominees prepared by the Pierce County Lodging Association, within 30 days from the date the "vacancy occurs." Appointed members should be from the city in which the vacancy occurs. In the event there are no suitable candidates in a participating city, the seat may be filled by another operator of a lodging business within Pierce County through the remainder of the vacated term.
 - D. The Pierce County Council may appoint up to one *ex officio* member of the Commission from the members of the Pierce County Council or Pierce County at large. Pierce County Council may appoint up to four *ex officio* members of the Commission from cities located in Pierce County participating in the inter-local agreement. The *ex officio* members of the Pierce County Tourism Promotion Area Hotel Commission may participate in all discussions regarding proposed activities and programs that are funded by the Pierce County Tourism Promotion Area for the promotion and marketing of tourism within Pierce County but shall not have voting rights.
 - E. It is understood and agreed that the initial members of the Pierce County Tourism Promotion Area Hotel Commission shall serve staggered terms, with three members serving a one-year term, four members serving for two-year terms, and four members serving for three-year terms. The length of the term for each individual member of the initial Pierce County Tourism Promotion Area Hotel Commission shall be chosen by lot at the first meeting of the Commission, unless members of the Commission unanimously agree to a different method of choosing initial lengths of term. Thereafter, all members subsequently appointed to the Pierce County Tourism Promotion Area Hotel Commission shall serve for three-year terms.
8. Contract for Management of Pierce County Tourism Promotion Area.
- A. The Pierce County Tourism Promotion Area Hotel Commission shall contract with a TPA Manager. The contract shall be awarded consistent with all applicable Pierce County laws, ordinances, and regulations. The contract shall require the TPA Manager to comply with all applicable provisions of law, including RCW 35.101 et seq. and with all Pierce County resolutions and ordinances as well as all regulations lawfully imposed by the state auditor or other state agencies.

- B. The TPA Manager will be responsible for administering the activities and programs of the Pierce County Tourism Promotion Area and to prepare an Annual Budget for the Pierce County Tourism Promotion Area to be reviewed and approved by the Pierce County Tourism Promotion Area Hotel Commission and submitted to the Pierce County Council on or before July 31st of each year, except in the first year after creation of the Tourism Promotion Area the budget shall be submitted as soon as practicable, provided no funds shall be expended prior to approval of the TPA budget by the Pierce County Council. The TPA Manager shall also act as staff to the Pierce County Tourism Promotion Area Hotel Commission in conjunction with assisting it in determining what activities and programs to recommend for funding from the Special Assessments.
- C. The Annual Budget for the Pierce County Tourism Promotion Area shall consist of:
- (1) A list of the Lodging Businesses subject to Special Assessments and an estimate of the revenue to be received from all such Lodging Businesses; and,
 - (2) A statement of the proposed budget for all Pierce County Tourism Promotion Area activities and programs recommended by the Pierce County Tourism Promotion Area Hotel Commission to be funded from Special Assessments during the ensuing fiscal year.
- D. All Special Assessments that Pierce County has imposed and receives from the Washington State Treasurer and any interest therein shall be deposited by Pierce County in a special account. Payments to the TPA Manager will be made as provided for in the agreement between the Pierce County Tourism Promotion Area Hotel Commission and the TPA Manager. Provided, however, no Special Assessment shall be dispersed in any fiscal year until after the adoption of that fiscal year's Annual Budget. Provided further that Pierce County shall not expend in any fiscal year Special Assessments in excess of the approved fiscal year's Annual Budget.
- E. The parties hereto acknowledge and agree that funds derived from the TPA Special Assessment are intended to enhance and extend existing tourism marketing efforts, and are not intended to supplant existing funding for the Tacoma/Pierce County Convention and Visitors Bureau (the "CVB"), the Pierce County Sports Commission, or any other tourism marketing organization, as set forth in prior agreements. The parties agree that a reduction in funds to the CVB or other tourism marketing organization by a party to this Agreement may impact that party's ability to receive the benefits intended by participation in this Agreement
9. Modification or Disestablishment of the Pierce County Tourism Promotion Area.
- A. The Pierce County Council, by appropriate action, may modify the provisions of the ordinance establishing the TPA after adopting a resolution of intention to such effect. Such resolution of intention shall describe the change or changes proposed, and shall state the time and place of a public hearing to be held by the Pierce County Council to consider the proposed action.

B. The Pierce County Council may, by ordinance, disestablish the TPA after conducting a hearing to receive public comment regarding the disestablishment of the TPA. Upon receipt of a petition indicating a desire to disestablish the TPA, with the signatures of the persons who operate lodging businesses in the TPA who pay forty percent (40%) or more of the total special assessments, the Pierce County Council shall adopt a resolution of intention to disestablish the TPA, and shall state the time and place of a public hearing to be held by the Pierce County Council to consider the proposed action, provided the public hearing will be at least fifteen (15) days prior to consideration of the proposed action. If at said hearing a petition objecting to the disestablishment is presented, with the signatures of the persons who operate lodging businesses in the TPA who pay fifty-one percent (51%) or more of the total special assessments, the TPA shall not be disestablished. If such petition objecting to the disestablishment is not presented at said hearing, the County Council shall disestablish the TPA.

10. Miscellaneous Provisions.

A. Duration and Termination of this Agreement. This Agreement shall continue in full force and effect until such time as the Pierce County Tourism Promotion Area is disestablished by action of the Pierce County Council as provided in Section 9 above. Following termination of this Agreement, Pierce County shall be responsible for utilizing any remaining unallocated revenue from Special Assessments for tourism promotion within Pierce County.

B. Waiver. No officer, employee, or agent of Pierce County, or the Cities, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement by Pierce County, or the Cities, shall be held to be a waiver of any other or subsequent breach. Failure of Pierce County, or the Cities, to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part hereof, or the right of Pierce County, and the Cities, to hereafter enforce each and every such provision.

C. Records. All records prepared, owned, used or retained by the TPA Manager in conjunction with operating or administering the activities and programs of the Pierce County Tourism Promotion Area as provided for under the terms of this Agreement shall be deemed records of Pierce County, and the Cities, and shall be made available by the TPA Manager upon request to Pierce County, or the Cities, State Auditor, or their authorized representatives. Records shall be retained according to Pierce County records retention schedules.

D. Property and Equipment. Pierce County shall be the owner of all property and equipment purchased by the TPA Manager from Special Assessment Revenues. Provided, however, in the event of the termination of the Agreement with the TPA Manager, Pierce County agrees to make the property and/or equipment available to the successor TPA Manager for its use in conjunction with providing similar services. Provided further, in the event of disestablishment of the Pierce County Tourism Promotion Area, all property and equipment purchased by the TPA Manager from Special Assessment Revenues shall be retained by Pierce County and used for any lawful purposes.

- E. Integration. This Agreement contains all of the terms and conditions agreed upon by Pierce County, and the Cities, concerning the establishment of the Pierce County Tourism Promotion Area by the Pierce County Council and the collection of Special Assessments from Operators of Lodging Businesses within the entire area, including the area within the incorporated city limits of the Cities. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the officials of Pierce County or the officials of the Cities to execute this Agreement.
- F. Severability. In the event any provision of this Agreement shall be declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall have full force and affect.
- G. Execution of Agreement. This Agreement shall become effective immediately after it is duly adopted by the Pierce County Council, the City Council of the City of Tacoma, the City Council of the City of Puyallup, the City Council of the City of Fife, the City Council of the City of Gig Harbor, the City Council of the City of Lakewood, the City Council of the City of Dupont, and the City Council of the City of Sumner and shall be filed with the County Auditor of Pierce County, the City Clerks of Tacoma, Puyallup, Fife, Gig Harbor, Lakewood, Dupont and Sumner, and the Secretary of State of the State of Washington.
- H. Indemnification and Defense. The County shall defend, indemnify, and save harmless each City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of this Agreement and resulting from the acts or omissions of the County, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the County does not assume liability or responsibility for or in any way release each City from any liability or responsibility which arises in whole or in part from the existence or effect of the respective City's ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or practices is at issue, each City shall defend the same at its sole expense, and if judgment is entered or damages are awarded against such City, the County, or both, the City shall satisfy the same including all chargeable cost and attorney's service fees.

Each City shall defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of this Agreement and resulting from the acts or omissions of the City, its officers, employees, or agents associated with this Agreement. In executing this Agreement, none of the Cities assumes any liability or responsibility for or in any way releases the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy or practices is at issue, the County shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the County, such City, or both

the County and the City in question, the County shall satisfy the same including all chargeable costs and attorney's service fees.

- I. No real Property Acquisition. This interlocal Agreement does not provide for the acquisition, holding, or disposal of real property.
- J. Notice. Any formal notice or communication to be given among the County and the Cities under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of DuPont
1700 Civic Drive
DuPont, WA 98327
ATTN: City Administrator

City of Fife
5411 23rd Street East
Fife, WA 98424
ATTN: City Manager

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
ATTN: City Administrator

City of Lakewood
6000 Main Street SW
Lakewood, WA 98499-5027
ATTN: City Manager

City of Puyallup
333 S. Meridian Street
Puyallup, WA 98371
ATTN: City Manager

City of Sumner
1104 Maple Street
Sumner, WA 98390
ATTN: City Administrator

City of Tacoma
747 Market Street
Tacoma, WA 98402
ATTN: City Manager

Pierce County Economic Development
Division
950 Pacific Ave., Suite 720
Tacoma, WA 98402
ATTN: Economic Development Manager

- K. Filing. Copies of this Interlocal Agreement, together with the resolution of the Pierce County Council and the Councils of each City approving and ratifying this Agreement, shall be filed with the Clerk for each City, the Pierce County Auditor, and the Secretary of State of Washington after execution of the Agreement by each party. Provided as an alternative, this Agreement may be listed by subject on the County's website or the Cities' websites or other electronically retrievable public source.
- L. Non-Discrimination. The County and the Cities certify that they are Equal Opportunity Employers.
- M. Amendment. Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of all parties.

IN WITNESS WHEREOF, the City of Tacoma, the City of Puyallup, the City of Fife, the City of Gig Harbor, the City of Lakewood, the City of Dupont, the City of Sumner, and Pierce County have executed this Agreement by their duly authorized officials pursuant to all requirements of law.

PIERCE COUNTY COUNCIL

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Attest: _____
Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

CITY OF TACOMA

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF PUYALLUP

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF FIFE

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF GIG HARBOR

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF LAKEWOOD

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF DUPONT

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF SUMNER

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney