

## **RESOLUTION NO. 37108**

A RESOLUTION relating to economic development and entering into an agreement with the Tacoma-Pierce County Sports Commission to promote amateur athletic events.

WHEREAS the Tacoma-Pierce County Sports Commission (“Sports Commission”) is a nonprofit organization supported by the City, Pierce County, and various Pierce County cities and the private sector, and

WHEREAS the Sports Commission serves the City through the support and development of local and regional amateur athletic events by working closely with local, state, regional, and national sports organizations, and governing bodies, and

WHEREAS amateur athletic events generate economic impact and positive impressions for the City through spectators, participants, and media impressions, and

WHEREAS the Council believes it is in the City’s interest to contract with the Sports Commission to provide assistance in attracting amateur athletic events to the City and its surrounding region; Now, Therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:**

That the proper officers of the City are hereby authorized to execute a two-year agreement with the Tacoma-Pierce County Sports Commission, in the

amount of \$120,000, to be budgeted from the Cheney Operating Fund, for the purposes hereinabove enumerated, said document to be substantially in the form of the proposed agreement on file in the office of the City Clerk.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**CITY OF TACOMA  
AGREEMENT FOR SERVICES**

THIS AGREEMENT made this 1st day of January, 2007, between the CITY OF TACOMA, a municipal corporation, hereinafter called the "City," and the TACOMA-PIERCE COUNTY SPORTS COMMISSION, a Washington non-profit corporation, hereinafter called the "TPCSC,"

W I T N E S S E T H:

WHEREAS RCW 35.21.700 and RCW 67.28.1815 specifically authorize the City to fund amateur athletic activities, and

WHEREAS, the City Council has authorized the Department of Public Assembly Facilities to enter into an agreement with the TPCSC to provide and market the development of amateur athletic programs throughout the region.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, it is agreed that the TPCSC shall furnish services in a satisfactory manner as determined by the City, and the City shall make payment for the same as follows:

**1. RESPONSIBILITIES**

The TPCSC shall undertake a destination sales and marketing program to promote Tacoma as the location for amateur athletic events which will help maximize the areas sports venues and will result in economic benefits for the residents and businesses in our community, performing those services as specifically set forth in the attached Exhibit "A."

**2. TERM**

The term of this Agreement shall be for two (2) years, commencing on January 1, 2007 and expiring on December 31, 2008.

**3. COMPENSATION**

3.01. In consideration of the satisfactory performance of the work identified in Exhibit "A," the City will pay the TPCSC, as sole compensation for the services performed under this Agreement, the sum of \$60,000 in 2007, and \$60,000 in 2008. Such fee includes all overhead, administration, and staff support costs, including but not limited to rent, bookkeeping, office supplies, telephone, postage, utilities and insurance as necessary for the performance of the services under this Agreement.

3.02. The City and the TPCSC shall meet quarterly to assess events scheduled in the City and evaluate the performance of the services described in Exhibit "A".

3.03. The TPCSC shall be obligated to follow the City's usual and normal means and methods of billing for services rendered, and shall remit to the City properly prepared invoices requesting payment therefore on a form as approved by the City on a quarterly basis. All payments shall be subject to adjustment for any amounts found, upon audit or otherwise, to have been improperly invoiced.

#### 4. HOSTING

4.01. It is understood and agreed that, in accordance with the provisions of the Washington State Constitution, City funds may not be authorized by this Agreement for hosting purposes.

#### 5. LEGAL OBLIGATIONS:

5.01. All designs, drawings, reports, materials, documents, or any other works delivered to the City hereunder shall, upon such delivery, become the property of the City, and the City shall have the right, without payment of additional compensation, to disclose, reproduce, use, and to authorize others to disclose, reproduce, and use such documents for any purpose whatsoever in connection with the City's business. This provision shall not apply when the designs, drawings, reports, materials, documents, or other works are not solely owned and / or solely controlled by TPCSC. All personal property of every nature for which the TPCSC receives reimbursement under this Agreement (except for supplies which are consumed in the performance of this Agreement) shall become the property of the City.

5.02. The TPCSC shall defend, protect, and save harmless the City, its appointed and elected officers, and employees from and against all claims, suits, actions, liability, loss, damage and expense in compensation for bodily injury, property damage, or any other claim which give rise to loss or liability because of the TPCSC's performance or administration of this contract, or resulting from any negligent act or negligent omission of the TPCSC or any subcontractor under this agreement or any of their respective agents or employees connected with the performance of this Agreement. Furthermore, the City, its appointed and elected officers, and employees shall be held harmless in connection with any claim for infringement of any patented or copyrighted article, material, or device utilized by the TPCSC in the performance of the work required to be performed hereunder or in the furnishing of the work product to the City. The TPCSC shall further indemnify and hold harmless the City, its appointed and elected officers, and employees against, and pay, any loss, claim, or reimbursement arising out of a

determination, by audit or otherwise, that any payment or expenditure made pursuant to this Agreement was impermissible under state law.

5.03. In the performance of this Agreement, the TPCSC shall comply with all applicable federal and state laws, orders, rules, and regulations, including, but not limited to, those pertaining to Social Security, income tax withholding, medical aid, industrial insurance, worker compensation, fair employment practice, and unemployment compensation, and shall defend, protect, and save harmless the City, its appointed and elected officers, and employees from and against any and all claims, suits, actions, liabilities, loss, damage, and expense arising from any failure of the TPCSC to comply therewith; and further, the TPCSC warrants and represents that no person has any interest, direct or indirect, in the proceeds of this Agreement or any work to be performed hereunder which may be contrary to or run afoul of any law of the United States of America or the state of Washington, or contrary to the terms and provisions of the Charter and ordinances of the City of Tacoma.

## 6. ADMINISTRATION:

6.01 The TPCSC agrees to furnish all personnel necessary for the expeditious and satisfactory performance of this Agreement, each such person to be competent, experienced, and qualified to do the work to which he or she is assigned. The TPCSC further agrees, in so far as is practical, to contract with Tacoma businesses and firms to carry out the purposes of this Agreement.

6.02 The TPCSC shall provide administrative oversight and support personnel for TPCSC operations to support activities and promotions, including staff development, expenses and travel reimbursement.

6.03 The TPCSC shall provide overhead allowance for office rent, bookkeeping, office supplies, office machines, computers, telephone, postage, utilities and insurance.

## 7. NON-DISCRIMINATION:

7.01. The TPCSC agrees to take all necessary and affirmative steps to ensure compliance with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The TPCSC shall not discriminate in any employment action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental, or physical handicap.

7.02. In the event of non-compliance by the TPCSC with any of the non-discrimination provisions of this Agreement, the City will have the right, at its

option, to cancel the Agreement in whole or in part by written notice. If the Agreement is canceled after partial performance, the City will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed.

## 8. TERMINATION:

8.01. It is agreed that performance of the work under this Agreement may be terminated in whole or in part at any time by the City by giving the TPCSC written notice of such termination, specifying the extent and effective date thereof. After receipt of any such notice, the TPCSC shall stop work hereunder to the extent and on the date specified in such notice, terminate any and all subcontracts and other commitments to the extent they relate to the work terminated, and shall deliver to the City all material and information prepared and developed hereunder in connection with the work terminated. In the event of any termination pursuant to this clause, the TPCSC shall be entitled to be paid as provided herein for such costs as may be expended or incurred prior to notice on a pro rata basis, it being understood, however, that the TPCSC shall not be entitled to any anticipated profit on services not performed.

8.02. For the purpose of administering this Agreement, the City shall be represented by the City Manager, the Director of Public Assembly Facilities, or their designee. The TPCSC shall advise the City in writing of the name of its representative in charge of the administration of this Agreement.

## 9. ASSIGNMENT:

The TPCSC shall not assign, subcontract, delegate, or transfer any obligation, interest or, claim to or under this Agreement or for any of the compensation due it hereunder, in whole or in part, except as authorized in writing by the City.

## 10. CONFLICT OF INTEREST:

No officer, employee, or agent of the City who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The TPCSC shall comply with all federal, state, City Charter, and City ordinance conflict of interest laws, statutes, and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees, or agents of the City. The TPCSC represents that the TPCSC presently has no interest and shall not acquire any interest, direct or indirect, in

the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the TPCSC's services and obligations hereunder. The TPCSC further covenants that, in performance of this Agreement, no person having any such interest shall be employed. The TPCSC also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Agreement, subjecting the contract to termination under Section 6.

11. INTERPRETATION AND VENUE:

Washington law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any arbitration or lawsuit arising out of this Agreement.

12. UNENFORCEABLE CLAUSES:

If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

13. ENTIRE AGREEMENT:

This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties. Each party hereby acknowledges receipt of a copy of this Agreement executed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF TACOMA

TPCSC

\_\_\_\_\_  
Eric Anderson, City Manager

\_\_\_\_\_  
Tim Waer, TPCSC  
1119 Pacific Avenue, Suite 500  
Tacoma, WA 98402

Countersigned:

\_\_\_\_\_  
Finance Director

PAF Department Director

Attest:

---

City Clerk

---

Risk Manager

Approved as to from:

---

Assistant City Attorney