



City of Tukwila
**Planning and Community
 Development Committee**

- ◆ **Kathy Hougardy, Chair**
- ◆ **De'Sean Quinn**
- ◆ **Thomas McLeod**

<i>Distribution:</i>	
K. Hougardy	Mayor Ekberg
D. Quinn	D. Cline
T. McLeod	R. Bianchi
C. Delostrinos Johnson	C. O'Flaherty
	A. Youn
	L. Humphrey

AGENDA

***TUESDAY,* JANUARY 17, 2023 – 5:30 PM**

THIS MEETING WILL BE CONDUCTED USING A HYBRID MODEL, WITH ATTENDANCE AVAILABLE BOTH ON-SITE AT TUKWILA CITY HALL AND ALSO VIRTUALLY.

ON-SITE PRESENCE WILL BE IN THE HAZELNUT CONFERENCE ROOM (6200 SOUTHCENTER BOULEVARD)

THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS MEETING IS: 1-253-292-9750, Access Code 631186623#

Click here to: [Join Microsoft Teams Meeting](#)

For Technical Support during the meeting call: 1-206-433-7155.

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. A grant contract with Makers for Middle Housing. <i>Neil Tabor, Senior Planner</i>	a. Forward to 1/23 C.O.W. & Special Meeting Consent Agenda.	Pg.1
b. 2023-2024 Seattle Seawolves partnership agreement. <i>Brandon Miles, Business Relations Manager</i>	b. Forward to 2/6 Regular Meeting Consent Agenda.	Pg.19
c. An update on the Economic Development 2023 Work Plan. <i>Derek Speck, Economic Development Administrator</i>	c. Discussion only.	Pg.35
d. 2023 Committee work plan. <i>Laurel Humphrey, Legislative Analyst</i>	d. Discussion only.	Pg.39
2. MISCELLANEOUS		

Next Scheduled Meeting: *February 6, 2023*



The City of Tukwila strives to accommodate individuals with disabilities.

Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: Planning and Community Development Committee

FROM: Nora Gierloff, AICP, Community Development Director

BY: Neil Tabor, AICP, Senior Planner

CC: Mayor Ekberg

DATE: January 17, 2023

**SUBJECT: Middle Housing Grant
Consultant Selection and Agreement**

ISSUE

Approve a grant-funded contract with Makers – Architecture, Planning and Urban Design to provide services to complete deliverables related to Middle Housing, including \$100,000 for consultant services and \$30,000 for community based organizations, totaling \$130,000.

BACKGROUND

The City received and Council approved a grant from the Washington Department of Commerce for work analyzing opportunities to allow additional Middle Housing with the City. Minimum deliverables as a requirement of this grant include:

- A public engagement plan and results;
- analysis of racial equity, and proposed housing element policy amendments to address anti-displacement;
- a staff report identifying possible amendments to support Middle Housing, including possible changes to regulations, fee structures, incentives, and permitting procedures to be considered in the plan update; and
- policy suggestions to increase density in proximity to transit nodes and analyze allowing middle housing types in areas currently zoned as single-family.

Under the agreement with the Department of Commerce deliverables must be completed by June 30, 2023. Staff is requesting accelerated review of this contract due to the short time frame for its completion. The contract between Makers and Tukwila is currently being finalized and reviewed by legal staff. The finalized contract would be provided in the 1/23/23 Council packet as an attachment to council.

Deliverables associated with this grant will satisfy portions of the requirements of the overall comprehensive plan. A separate grant from the Department of Commerce for \$125,000 will be available for other Comprehensive Plan update work.

ANALYSIS

Community Development staff issued a Request for Qualifications (RFQ) in November. Of the four firms that submitted proposals, two firms were interviewed in December. Staff selected Makers as the most qualified firm for the project and have been working with them to finalize the scope of work and contract.

The grant generally includes three topic areas, including public engagement, racial equity and housing policy review, and potential zoning amendments. Work would be conducted between January and June 2023, and complete certain requirements of the overall Comprehensive Plan update. This work would further support other Comprehensive Plan update requirements and

overall community engagement efforts. More detail on the agreed deliverables can be found in Attachment A.

FINANCIAL IMPACT

The contract agreement will be supported by the \$130,000 grant awarded by the Washington Department of Commerce for this work. This grant has no match requirement.

Grant Award

Department of Commerce Grant	\$130,000
Required Match	\$0
Total	\$130,000

RECOMMENDATION

The Council is being asked to forward this item to the January 23rd, 2023 Committee of the Whole Meeting and January 23rd, 2023 Special Meeting consent agenda. This action will authorize the Mayor to sign the contract agreement for \$130,000 between the City of Tukwila and Makers to complete a scope of work for Middle Housing deliverable in support of the City's grant with the Washington Department of Commerce grant and the comprehensive plan update.

ATTACHMENTS:

- A. Grant agreement between Washington Department of Commerce and City of Tukwila



Interagency Agreement with

City of Tukwila

through

Growth Management Services

For

Middle Housing Grant

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 23-63326-027

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Middle Housing Grant**

1. Contractor City of Tukwila 6300 Southcenter Blvd, Suite #100 Tukwila, WA 98188		2. Regional planner Catherine McCoy Senior Planner 360-280-3147 catherine.mccoy@commerce.wa.gov N/A		
3. Contractor Representative Nancy Eklund, AICP Long Range Planning Manager 206-433-7141 Nancy.Eklund@TukwilaWA.gov		4. COMMERCE Representative Shane Hope Senior Planner (360) 725-3127 shane.hope@commerce.wa.gov		PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525
5. Contract Amount \$130,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution	8. End Date June 30, 2023
9. Federal Funds (as applicable) NA		Federal Agency: NA		CFDA Number NA
10. Tax ID # NA	11. SWV # SWV0018023	12. UBI # 179-000-208	13. DUNS # NA	
14. Contract Purpose Implementation of Middle Housing grant for the purpose of funding actions needed to evaluate the adoption of middle housing types on thirty percent (30%) or more of lots that, before this work, only allowed single family development.				
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.				
FOR CONTRACTOR		FOR COMMERCE		
NG  <small>eSigned via SeamlessDocs.com</small> <small>Key: dd5b9717-e20e-47f9-9159-fdac053c801f</small> Allan Ekberg, Mayor City of Tukwila 12-23-2022 Date APPROVED AS TO FORM  <small>eSigned via SeamlessDocs.com</small> <small>Key: f75b500f-4f25-4cab-a05c-26db01e0ff6</small> Office of the City Attorney		DocuSigned by:  <small>80312B04865C458...</small> Mark K. Barkley, Assistant Director Local Government Division 1/5/2023 9:48 AM PST Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.		

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed one-hundred and thirty thousand dollars (\$130,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 23-63326-027.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The grantees must invoice for all expenses by June 17, 2023. All contracts with community based organizations must be submitted by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2022. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

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10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE. Subcontracting with multiple community based organizations is encouraged for this granting program. COMMERCE shall approve each community based organization, such approval to be provided in writing.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a

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subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

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SOURCE: Section 189 of [Engrossed Substitute Senate Bill 5693](#), of the supplemental operating budget for fiscal year 2023 is provided solely for Commerce to administer grants to eligible cities for actions relating to adopting ordinances that would authorize middle housing types on at least 30 percent of lots currently zoned as single family residential. For the purposes of this grant program, "middle housing types" include duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing, and stacked flats.

- (a) A city is eligible to receive a grant if:
 - i. The city is required to plan under RCW 36.70A.040; and
 - ii. The city is required to take action on or before June 30, 2024, to review and, if needed, revise its comprehensive plan and development regulations pursuant to RCW 36.70A.130(5)(a).
- (b) Grant recipients must use grant funding for costs to conduct at least three of the following activities:
 - i. Analyzing comprehensive plan policies and municipal code to determine the extent of amendments required to meet the goal of authorizing middle housing types on at least 30 percent of lots currently zoned as single family residential;
 - ii. Preparing informational material for the public;
 - iii. Conducting outreach, including with the assistance of community-based organizations, to inform and solicit feedback from a representative group of renters and owner-occupied households in residential neighborhoods, and from for-profit and nonprofit residential developers;
 - iv. Drafting proposed amendments to zoning ordinances for consideration by the city planning commission and city council;
 - v. Holding city planning commission public hearings;
 - vi. Publicizing and presenting the city planning commission's recommendations to the city council; and
 - vii. Holding city council public hearings on the planning commission's recommendations.
- (c) Before updating their zoning ordinances, a city must use a racial equity analysis and establish antidisplacement policies as required under RCW 36.70A.070(2)(e) through (h) to ensure there will be no net displacement of very low, low, or moderate-income households, as defined in RCW 43.63A.510, or individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.
- (d) Commerce will prioritize applicants who:
 - i. Aim to authorize middle housing types in the greatest proportion of zones; and
 - ii. Subcontract with multiple community-based organizations that represent different vulnerable populations in overburdened communities, as defined in RCW 70A.02.010, that have traditionally been disparately impacted by planning and zoning policies and practices, to engage in eligible activities as described in (b) of this subsection.

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

Scope of Work

Steps/ Deliverables	Description	Start Date	End Date
ACTION 1	PUBLIC ENGAGEMENT ACTIVITIES	July 2022	June 2023
Step 1.1	Develop community engagement plan	July 2022	November 2022
Step 1.2	Subcontract with community-based organizations	July 2022	November 2022
Step 1.3	Develop outreach communications, surveys, mapping, and public presentations	July 2022	February 2023
Step 1.4	Conduct public engagement activities	January 2023	April 2023
Deliverable 1a	Public Engagement Plan	July 2022	Nov. 30, 2022
Deliverable 1b	Public Engagement Results	July 2022	May 31, 2023
ACTION 2	RACIAL EQUITY REPORT & HOUSING POLICY REVIEW	July 2022	June 2023
Step 2.1	Access supports from Commerce technical assistance staff.	Sept 2022	May 2023
Step 2.2	Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including: zoning that may have a discriminatory effect; disinvestment; and infrastructure availability.	July 2022	Sept 2022
Step 2.3	Identify areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations.	July 2022	Sept 2022
Step 2.4	Evaluate displacement risk of very low, low, and moderate income households.	Sept 2022	January 2023
Step 2.5	Evaluate displacement risk of individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.	Sept 2022	January 2023
Step 2.6	Develop policies and regulations to address and begin to undo the impacts of local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing.	July 2022	March 2023

Attachment A

Steps/ Deliverables	Description	Start Date	End Date
Step 2.7	Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment.	July 2022	March 2023
Step 2.8	Develop anti-displacement policy documents that include a schedule of programs and actions to implement the anti-displacement strategies including a timeline.	Nov 2022	March 2023
Deliverable 2a	Racial equity analysis report		April 15, 2023
Deliverable 2b	Proposed Housing Element policy updates, including		May 31, 2023
ACTION 3	ZONING AMENDMENTS	Nov 2022	June 2023
Step 3.1	Review and evaluate the current housing element and other policies to support middle housing.	September 2022	January 2023
Step 3.2	Review buildable lands report and current residential land uses for potential to allow middle housing, or where station areas or higher intensity uses might be defined, or where commercial areas might be converted for residential or mixed use development.	October 2022	February 2023
Step 3.3	Review current programs, development regulations, impact fees, system development charges, and permitting processes as to how they might encourage or discourage the development of multiunit housing. Consider also how building code requirements impact development of multi-unit housing structures.	October 2022	Jan 2023
Step 3.4	Identify conditions and incentives that encourage or deter development community from building missing middle housing in Tukwila.	October 2022	January 2023
Step 3.5	Identify bonus densities and incentives for affordable housing to accompany changes in zoning that can increase density.	Jan 2023	Feb 2023
Step 3.6	Identify various homeownership options that can be readily utilized and promoted to incorporate into the development of missing middle housing types.	October 2022	January 2023
Step 3.7	Gather data, analyze and review to understand the realistic potential of the various changes. Examine existing financial feasibility analysis addressing development of various housing typologies in various zones to identify opportunities and potential gaps of understanding.	Jan 2023	Feb 2023

Attachment A

Steps/ Deliverables	Description	Start Date	End Date
<p>Deliverable 3a</p>	<p>Middle housing staff report identifying changes needed to support middle housing in Tukwila, including recommended changes to policies, regulations, fee structures, incentives, and permitting procedures to be considered with periodic update.</p>	<p>December 2022</p>	<p>June 15, 2023</p>
<p>Deliverable 3b</p>	<p>Draft ordinance to increase density in proximity to transit nodes and authorizes middle housing types and ADUs on lots currently zoned as single family.</p>		<p>June 15, 2023</p>

Budget

Budget

Grant Objective:	Commerce Funds
Deliverable 1a. Public Engagement Plan	\$ 7,000
Deliverable 1b. Public Engagement Results	\$ 25,000
Deliverable 2a. Racial Equity Analysis	\$ 21,000
Deliverable 2b. Housing Element policy updates	\$ 20,000
Deliverable 3a. Middle housing staff report	\$ 20,000
Deliverable 3b. Draft ordinance	\$ 7,000
Total:	\$100,000
Contracting with Community Based Organizations	\$30,000



INFORMATIONAL MEMORANDUM

TO: **Planning and Community Development**

FROM: **Brandon Miles, Business Relations Manager**

CC: **Mayor Ekberg**

DATE: **January 9, 2023**

SUBJECT: **Tourism Promotion: Seattle Seawolves 2023/2024 Partnership Agreement**

ISSUE

Authorize the Mayor to sign a partnership agreement with the Seattle Seawolves for the 2023 and 2024 seasons in an amount not to exceed \$150,000 (\$75,000 per season). Only lodging tax (tourism funding) will be used for this agreement, no general fund dollars will be used.

BACKGROUND

On December 5, 2022 the City Council approved a lodging tax funding request from the City of Tukwila, Office of Economic Development for a two-year partnership agreement with the Seattle Seawolves. The Seattle Seawolves is a professional rugby team playing in Major League Rugby (MLR) and play all of its home games at Starfire Sports in Tukwila. The total two-year sponsorship will not exceed \$150,000. Since the contract is over \$40,000 City Council authorization is required.

DISCUSSION

The Seattle Seawolves and MLR are growing in popularity both in the Seattle region and nationwide. The Seawolves regular host sold out games at Starfire Sports and have a strong online presence. The goal of the sponsorship is to:

1. Drive heads in beds in Tukwila hotels.
2. Drive more traffic to area businesses.
3. Build and promote the Tukwila brand.
4. Create a connection and build out more opportunities with the rugby community.

The City's goal is to create a brand of "rugby town USA" for Tukwila, this partnership agreement helps the City in working towards this goal.

FINANCIAL IMPACT

The total contract will not exceed \$150,000 (\$75,000 per year). Only lodging tax (tourism) funds will be used. No general fund dollars will be used for this agreement.

RECOMMENDATION

Forward to the February 6 consent agenda.

Note, a draft agreement is attached for review by PCD. Staff is still working to finalize some of the language with legal and the Seawolves.

ATTACHMENTS

- Draft Agreement
- Seattle Seawolves Funding Request Application (previously reviewed by the City Council)



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

DRAFT

CONTRACT FOR LODGING TAX FUNDING

This contract (hereinafter referred to as “the Agreement”) is entered into by and between the City of Tukwila, Washington (“the City”), a non-charter optional municipal code city, and Seattle Rugby, LLC (dba Seattle Seawolves Rugby) (“the Contractor”), whose principal office is located at 14900 Interurban Ave S, Ste. 268, Tukwila, WA 98168.

WHEREAS, the City imposes a special excise tax under Chapter 82.08 Revised Code of Washington (RCW), known as the “lodging tax,” on furnishing of lodging in hotels, motels and similar business enterprises, as authorized under Chapter 67.28 RCW; and

WHEREAS, the City is authorized to use the lodging tax revenue for tourism promotion, as defined by Chapter 67.28 RCW; and

WHEREAS, Contractor is able to help promote the City to both overnight and day visitors, driving business to Tukwila restaurants, hotels, retailers, and entertainment establishments; and

WHEREAS, on October 28, 2022, the City’s Lodging Tax Advisory Committee considered and approved the City’s request to obtain lodging tax revenue for tourism promotion; and

WHEREAS, the City concurs with the Lodging Tax Advisory Committee’s recommendation to provide lodging tax revenue to Contractor for tourism promotion; and

WHEREAS, it is appropriate for the City to compensate the Contractor for the costs of promoting tourism (both day and overnight) in the City; and

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- 1. Scope and Schedule of Services to be Performed by Contractor.** Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- 2. Compensation and Method of Payment.** The City shall pay Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid by the City shall not exceed \$150,000. The City shall also provide, subject to space limitation, and use limitations, access to a City billboard at the corner of West Valley Hwy and S.180th Street, with a total in-kind contribution of \$10,000

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **February 1, 2023** and ending **December 31, 2024**, unless sooner terminated under the provisions hereinafter specified.

4. **Independent Contractor.** Contractor and City agree that Contractor 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 Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

5. **Indemnification.** Each party shall defend, indemnify and hold harmless the other party, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of either party. ~~Contractor shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and the City, its officers, officials, employees, and volunteers, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.~~

6. **Insurance.** Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial

General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. **Termination.** ~~This Agreement may at any time be terminated by the City by giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. Additionally, The Contractor currently plays all of its home rugby matches at Starfire Sports in Tukwila. Should Contractor move any home games outside of Tukwila, the City may cancel~~ the City may terminate this Agreement immediately in the event of breach by the Contractor in providing the services and products outlined in the Agreement. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. Additionally, The Contractor currently plays all of its home rugby matches at Starfire Sports in Tukwila. Should Contractor move any home games outside of Tukwila, the City may terminate this Agreement and will be entitled to a full refund of any funds paid and shall not be responsible for any future payments.

In the event any home games are canceled due to COVID-19 or other circumstances outside the control of Contractor, the City and Contractor shall work in good faith to modify the scope of services outlined in exhibit "A" to provide value to the City in meeting its tourism promotional goals.

11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. **Assignment and Subcontract.** Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
 6200 Southcenter Blvd.
 Tukwila, Washington 98188

With a copy to:

Office of Economic Development
City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188
Brandon.Miles@Tukwilawa.gov

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 20____.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By:_____

Printed Name/Title:_____

Address:_____

ATTEST/AUTHENTICATED:

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

Exhibit "A"

Scope of Services

- A. Non-Exclusive use of Seattle Seawolves marks for advertising and promotional purposes.
- B. Co-branded media Step & Repeat used for matchday fan zone activations, ROOT SPORTS broadcasts and media interviews.
- C. Presenting sponsor of one (1) Seawolves home match:
 - a. Presenting sponsor benefits include:
 - i. Promotion of game on ROOT SPORTS broadcast, including "Presented by" with City's name and tourism mark exposure.
 - ii. Social media post leading up to the match with City's tourism mark and tag.
- D. At least one (1) ROOT SPORTS TV billboard per ROOT SPORTS home broadcast (includes 7 seconds of copy and tourism mark exposure).
- E. Location for all 2022 home matches shall be listed as "Tukwila" and not reference Seattle.
- F. A lodging establishment within the City of Tukwila, chosen by the Seawolves, shall serve as the official hotel for all visiting teams.
- G. The City and Contractor shall issue a joint press release highlighting the partnership.
- H. City of Tukwila listed on Seawolves partner page with logo and copy.
- I. Five (5) Seawolves jerseys with Experience Tukwila logo on back for City use.
- J. Five (5) one-hour player appearances
- K. City shall provide, subject to space availability and limitations, access for Seawolves to use the City billboard at West Valley Hwy and S. 180th St. Seawolves are responsible for designing any digital ad on the billboard and shall place the City's tourism mark on the display ad.

- L. Seawolves to provide one social media post highlight the City’s partnership and support for the team and rugby.
- M. With final approval from the Seawolves, the City can issue a novelty “Hunting Licenses” to fans. The license may allow for discounts at area businesses. Seawolves and City shall jointly agree to any businesses included in the promotion.
- N. The City may use the term “Home of the Seattle Seawolves” in its marketing and promotion activities.

1. Intellectual Property of the Parties

a. Seawolves

Seawolves hereby grant City a limited license to use the names, designs, illustrations, logos, and trademarks of the Seawolves in connection with the promotion of this sponsorship. As outlined in section 9 of this Agreement, City hereby grants Seawolves, for the term of this Agreement, a limited license to use the names, design, illustrations, logos, and trademarks of City in connection with the promotion of this sponsorship. All trademarks should be reproduced accurately and all artwork using such marks must be approved in advance. Each party shall have at least three (3) days prior to the printing of any materials containing its name, logo, or other trademark to review and approve the use of such material. All use, if any, of names or trademarks of either party shall inure solely to the benefits of their respective owners. Nothing in the Agreement is intended to convey any right or other interest in either party’s proprietary marks to the other and each party shall retain all copyrights in any materials provided to the other in connection with the sponsorship.

b. City of Tukwila

The City hereby grants to Contractor a worldwide, non-exclusive, non-transferrable, non-sublicensable and royalty free right and license to use its name, logo, wordmarks or other trademarks (“City of Tukwila Tourism Marks”) in promotional, advertising, commercial and marketing materials, in all formats and media including but not limited to digital, print, social media to support the Event and Contractor’s engagement and commitments under this Agreement. Notwithstanding the foregoing, Contractor for purposes of performing its obligations hereunder shall be permitted to warrant to third party service providers, providing direct services related to this Agreement that it has the right to use City of Tukwila Marks. However, the scope of this license to Contractor shall be interpreted as limited to accomplishing the purposes set forth in this Agreement and for no other purpose. Contractor may not use the City of Tukwila Marks in any manner for any purpose without submitting such proposed use to the City for its prior written approval, which may not be unreasonably withheld, conditioned or delayed. The use of the official seal of the City of Tukwila by Contractor is not authorized under this agreement.

Exhibit "B"

Compensation and Method of Payment

Total cash value of this Agreement is \$150,000. Contractor shall provide the City with an invoice 30-days prior to the due dates below.

Payment #1, Due 30 days after mutual execution of the Agreement

- \$25,000

Payment #2, Due April 30, 2023

- \$25,000

Payment #3, Due June 30, 2023

- \$25,000

Payment #4, Due January 30, 2024

- \$25,000

Payment #5, Due April 30, 2024

- \$25,000

Payment #6, due June 30, 2024

- \$25,000

With the invoice for payment #3 and #6 (or the last invoice in the event of termination of this Agreement) the Contractor shall provide the following information:

1. Total attendance for all home matches for the previous season (both exhibition and regular season). As practical, data showing the geographic location of where fans live (Note, the City does not want home addresses).
2. Estimated room nights generated by visiting teams and the name of the official hotel for the away team.
3. Examples of digital posts, emails, or other collateral showing the City's sponsorship activities.
4. Any data the Contractor feels demonstrates the value of the partnership with the City.

The Contractor currently plays all of their home matches at Starfire Sports in Tukwila. Should Contractor move any home games outside of Tukwila, the City may cancel this Agreement and will be entitled to a full refund of any funds paid and shall not be responsible for any future payments.

In the event any home games are canceled due to COVID-19 or other circumstances outside the control of Contractor, the City and Contractor shall work in good faith to modify the scope of services outlined in exhibit "A" to provide value to the City in meeting its tourism promotional goals.

Application to the City of Tukwila for Use of 2023 Lodging Tax Funds

Event or Activity Name (if applicable):	2023/2024 Seattle Seawolves Partnership
Amount of Lodging Tax Requested:	\$150,000 (\$75,000 in 2023 and 2024)
Applicant Organization:	City of Tukwila
Federal Tax ID Number:	91-6001519
Mailing Address:	Office of the Mayor 6200 Southcenter Blvd Tukwila, WA 98188
Primary Contact Name:	
Primary Contact Phone:	206-431-3684
Primary Contact Email Address:	Brandon.Miles@Tukwilawa.gov

Check all the service categories that apply to this application:

Tourism promotion or marketing.

Operation of a special event or festival designed to attract tourists.

Operation of a tourism-related facility owned or operated by a non-profit organization.

Operation and/or capital costs of a tourism-related facility owned by a municipality or a public facilities district.

Check which one of the following applies to your agency:

Non-Profit (Note: Attach a copy of your current non-profit corporate registration from the Washington Secretary of State Office)

Municipality

For Profit Corporation

I am an authorized agent of the organization/agency applying for funding. I understand that:

- I am proposing a tourism-related service for 2021. If awarded, my organization intends to enter into a services contract with the City; provide liability insurance for the duration of the contract naming the City as additional insured and in an amount determined by the City; and file for a permit for use of City property, if applicable.
- My agency will be required to submit a report documenting economic impact results in a format determined by the City.

Signature: /s/

Date: October 26, 2022

1) If an event, list the event name, date(s), and projected overall attendance.

The City of Tukwila is requesting lodging tax funds to partner with the Seattle Seawolves for the team's 2023 and 2024 seasons. The Seawolves are a professional rugby team in Major League Rugby (MLR). The team trains in Tukwila and plays all its home games at Starfire Sports. The Seawolves are the most successful and dominate team in MLR rugby, having played in three championships games and winning two of them. Rugby as a hold is growing in the United States, with the US set to host the World Cup in 2031 for men's and 2033 for women's.

The City provided \$40,000 in funding in 2022. Staff is requesting a total of \$150,000 (\$75,000 per year) through 2024 to execute a sponsorship agreement with the Seawolves. Prior to the pandemic the Seawolves were averaging 4,000 attendees per home match. Towards the end of 2022 the team started to see a return to its significant fan base.

The Seawolves have a very strong digital following and a growing brand identity in the Seattle metro region. Through Experience Tukwila digital accounts, the City has done significant campaigns and posts to highlight the team, rugby, and the City. Moving forward staff wants to start planting the flag that Tukwila is "Rugby City USA."

In 2023 and 2024 the City would partner with the Seawolves on initiatives that focus on three distinct areas:

1. Drive Head in beds. Tukwila hotels will be the official hotel for away teams for the 2022 and 2023 seasons.
2. Drive More Traffic to Area Businesses. As we hopefully emerge from COVID-19 it is important that we help highlight that our restaurants and retailers are open in order to get our market share back. In person attendance at game will be limited due to restrictions in place for COVID-19. The Seawolves have been very supportive of promoting the City via its own social media channels.
3. Building the Tukwila Brand. The Seawolves have a strong and growing brand in the Seattle region. Additionally, the Seawolves have a very strong brand following by millennials and families, part of the City's overall target audience for branding. The City's internal brand essence is "Accessible Fun." The Seawolves games are easily "accessible fun." The game are reasonably priced, fun, and safe for families.
4. Rugby Community. The City also has an opportunity to build a rugby brand. Like we have done for soccer, Tukwila could be known as the epicenter of soccer in the Pacific NW. Supporting the Seawolves can help attract more rugby matches to the City. In 2021 our relationship with the Seawolves resulted in introductions to the Rugby 7 organizers and the XV Series, both of these activities called Tukwila home for their matches. We want to work to known as Rugby City USA.

2) Is your event/activity/facility focusing on attracting overnight tourists, day tourists, or both?

Both, both directly and indirectly by building a rugby brand

3) Describe why visitors will travel to Tukwila to attend your event/activity/facility.

The Seawolves have been playing in Tukwila since the team was founded. Each game has sold out, with nearly 4,000 rugby fans attending the games. In 2019, the City partnered with the Seawolves on two international matches. As part of these matches the City and Westfield Southcenter hosted a fan event before one of the games. This fan event was well attended. The Seawolves team has a loyal fan following. We are hoping to work with the Seawolves and rugby community to bring more events to the City over the next two years.

In 2020 Seawolves players participated in a drive through Halloween event at Westfield Southcenter and the player's presence and attitude help to drive visitors to the mall. The Seawolves have supported the Experience Tukwila social media campaign. The Seawolves have also engaged with Westfield directly in a formal engagement agreement.

4) Describe the geographic target of the visitors you hope to attract (locally, regionally, nationally, and/or internationally).

Regionally. Most fans are located within the Greater Seattle region. Home games may also produce a small number of traveling fans from throughout the United States. These home games would also generate hotel stays by the away team.

Besides attendance at games, the City is also hoping to get branding exposure with the Seawolves

5) Describe the prior success of your event/activity/facility in attracting tourists.

The Seawolves have shown the ability to bring fans to the City. In 2019 year the City partnered with the Seawolves on two international matches. Both games were well attended. Nearly all home matches in 2019 were sold out.

In 2022 we want to work with the Seawolves to leverage new ways to bring rugby fans to the City.

6) If this your first time holding the event/activity/facility provide background on why you think it will be successful.

N/A

7) Describe the media strategy you employ to promote your event/activity/facility to attract overnight and/or day tourists? Please list any digital or print media (newsletters, e-blasts, social media, etc.) your agency uses or intends to use to promote your event/activity/facility.

The City will utilize Experience Tukwila and the Seawolves digital and social media for promotion. The City will bring in additional partners and these partners would be required to also promote various events, such as the fan day event or viewing parties. Seawolves matches are streamed online and shown on TV last year these games brought significant brand exposure to the City.

8) Describe how you will promote lodging establishments, restaurants, retailers, and entertainment establishments in the City of Tukwila.

Various ways, through digital media and by hosting specific events.

9) Is the City able to use your digital and print media for collaborative marketing?

Yes

10) Describe how you will use the name, “Tukwila” in publications, promotions, and for your event?

All events will be promoted as being in Tukwila. Additionally, the City will get special recognition in various mediums.

11) Measurements and Metrics (Note: You will be required to report these metrics as part of the close out of the agreement between your organization and the City.)

As a direct result of your proposed tourism-related service, provide an estimate of (annual estimates):	
a. Overall attendance at your proposed event/activity/facility.	40,000
b. Number of people who will travel fewer than 50 miles for your event/activity.	90%
c. Number of people who will travel more than 50 miles for your event/activity.	10%
d. Of the people who travel more than 50 miles, the number of people who will travel from another country or state.	Approximately 200.
e. Of the people who travel more than 50 miles, the number of people who will stay overnight in Tukwila.	Approximately 200.

f. Of the people staying overnight, the number of people who will stay in PAID accommodations (hotel/motel/bed-breakfast) in Tukwila.	200
g. Number of paid lodging room nights resulting from your proposed event/ activity/facility (<i>for example: 25 paid rooms on Friday and 50 paid rooms on Saturday = 75 paid lodging room nights</i>)	400

12) What methodologies did you use to calculate the estimates and what methodologies will you use to track outcomes, such as total participants, estimated visitor spending, etc?.

These are estimates based upon a variety of factors, including fan attendance at games, fan attendance at special events, overnight stays by the away teams, etc. The numbers provided are for estimated in person attendance and do not include media and social media exposure.

13) Are you applying for lodging tax funds from another community? If so, which communities and in what amounts?

No.

14) Are you applying funding from Seattle Southside Regional Tourism Authority (SSRTA)? If so, in what amount?

No.

15) What is the overall budget for your event/activity/facility? What percent of the budget are you requesting from the City of Tukwila?

The City is requesting \$150,000 (\$75,000 for each year for this sponsorship).

16) What will you cut from your proposal or do differently if full funding for your request is not available or recommended?

We would not be able to have a paid sponsorship with the Seawolves.

Applications are considered on a rolling basis. Please contact staff to discuss the process for having the application reviewed by the City’s Lodging Tax Advisory Committee.

Completed applications should be submitted to:

Lodging Tax Advisory Committee

c/o Brandon Miles
City of Tukwila
6200 Southcenter Blvd
Tukwila, WA 98188

Or,

Brandon.Miles@Tukwilawa.gov

Questions?

LTAC Contact:

Brandon J. Miles

(206) 431-3684

Brandon.Miles@Tukwilawa.gov.

Updated: January 5, 2021



INFORMATIONAL MEMORANDUM

TO: Planning and Community Development Committee
FROM: Derek Speck, Economic Development Administrator
CC: Mayor Ekberg
DATE: January 9, 2023
SUBJECT: Economic Development Division Workplan for 2023

ISSUE

This item is a briefing on the Economic Development Division's workplan for 2023.

BACKGROUND

Attached is a copy of the workplan that economic development staff is using to guide their work for 2023.

DISCUSSION

This item is intended as an opportunity for the Committee to ask questions about items on the 2023 workplan of the Economic Development Division of the Mayor's Office. Staff updates this document throughout the year as priorities change.

FINANCIAL IMPACT

None

RECOMMENDATION

Information Only.

ATTACHMENTS

Economic Development Division Workplan for 2023



City of Tukwila

MAYORS OFFICE
 ECONOMIC DEVELOPMENT DIVISION
 2023 WORKPLAN - 1/9/23

Project	Description
B&O Tax	<ul style="list-style-type: none"> A Coordinate initial communications to businesses* B Support stakeholder engagement*
Minimum Wage	<ul style="list-style-type: none"> A Coordinate initial communications to businesses* B Support development of rules and implementation procedures*
Economic Development Strategy	<ul style="list-style-type: none"> A Create an economic development strategy for Tukwila* B Start implementing the new economic development strategy C Implement a business contacts database*
Coordinate Land Sales**	<ul style="list-style-type: none"> A George Long* B Longacres* C Newporter* D Old Allentown Fire Station E Minkler F Old Fire Station 51 G Monitor City leases (SCA, Starfire, etc)
Experience Tukwila	<ul style="list-style-type: none"> A Continue Experience Tukwila website, social media, and newsletter* B Continue building relationship with Seawolves* C Facilitate and sponsor special events D Facilitate art in Southcenter District E Facilitate Baker Boulevard for festivals and events F Facilitate improvement of Tukwila Pond Park G Develop wayfinding plan (on hold) H Develop strategy to grow entertainment attractions I Execute art mural program on TIB (already funded)
Lodging Tax and Tourism	<ul style="list-style-type: none"> A Coordinate lodging tax committee* B Continue partnership with SSRTA, Des Moines, and SeaTac on tourism marketing*
Policy	<ul style="list-style-type: none"> A Support City policy updates for Tukwila South* B Support City's regional transportation advocacy* C Participate in zoning and on street parking policy for Tukwila Int'l Boulevard D Participate in Green and Duwamish River related policies (levee, habitat, amenity)



City of Tukwila

MAYORS OFFICE
 ECONOMIC DEVELOPMENT DIVISION
 2023 WORKPLAN - 1/9/23

Project		Description
Business Retention, Expansion, and Attraction	A	Respond to business inquiries*
	B	Coordinate Wadajir development agreement* (on hold)
	C	Coordinate policy review for multi-family tax exemption program*
	D	Support maintenance of KentValleyWA.com and SoundsideAlliance.com
	E	Marketing to attract business and development
	F	Networking to attract business and development
Tukwila Village	A	Position Tukwila Village Community Development Association for self sufficiency*
	B	Complete and monitor developer parking management plan*
Regional Economic Development	A	Participate in Greater Seattle Partners, Chambers of Commerce, Seattle Sports Commission, Int'l Council of Shopping Centers, etc.
Administrative	A	Participate on Administrative Team*
	B	Participate on Soundside Alliance for Economic Development*
	C	Participate on SeaTac Airport Roundtable (START)
	D	Respond to general inquiries*
Other	A	Manage multi-family property tax exemption program (for approved projects)*
	B	Coordinate Port of Seattle economic development grant*
	C	Increase understanding and inclusion of equity and social justice
	D	Monitor HealthPoint land sale and support development*
	E	Partner with Police Department to involve Southcenter businesses for safety*
	F	Use ARPA funding for small business recovery in 2023 or 2024
Potential Projects	A	Support special event permit process to attract strategic festivals and events
	B	Evaluate ZIP code effect on city tax revenue and image
	C	Support analysis of sales tax
	D	Participate in regional economic development policy such as PSRC
	E	Facilitate KC's redevelopment of metro base
	F	Advocate for BRT station at Longacres parcel
	G	Coordinate development issues related to Unico in Renton
	H	Support SRO development agreement
	I	Provide input on permit process improvements

* Top priority items

** Land sales may occur after 2023 but are included here as a reminder as opportunities arise.

+ Added during year

Note: These projects do not include Brandon's role managing the facilities plan.



Tukwila City Council Planning & Community Development Committee – 2023 Work Plan

Kathy Hougardy, Chair; De'Sean Quinn, Thomas McLeod

	Description	Qtr	Dept	Action or Briefing	Date	Status/Notes
1.	Committee Work Plan	1	CNCL	B	1/17	
2.	Economic Development Division 2023 Work Plan	1	ED	B	1/17	
3.	SKHHP Capital Fund Allocation Approval	1	CNCL	A	2/6	
4.	Battery Energy Storage System Proposal	1	DCD	A		
5.	Middle Housing Outreach & Recommendations	2	DCD	A		
6.	Permit Process Review	2	DCD	A		
7.	Building & Fire Code Updates	2	DCD	A		
8.	Multifamily Tax Exemption Program	3	ED	A		
9.	ARPA Small Business Recovery Program	3	ED	B		
10.	SKHHP 2024 Work Plan & Budget Resolution	4	CNCL	A		
11.	Comprehensive Plan Briefings	1-4	DCD	B		
12.	Lodging Tax/Tourism Activities	1-4	ED	B		
13.	Development Agreements	TBD	DCD	A		
Standard and Recurring Items						
Experience Tukwila Updates						
Lodging Tax Funding Applications/Contracts						
Code enforcement briefings						
Rental Housing briefings						
Grant applications/acceptance						

