



INFORMATIONAL MEMORANDUM

TO: Planning and Community Development Committee

FROM: Brandon J. Miles, Business Relations Manager

CC: Mayor Ekberg

DATE: May 8, 2023

SUBJECT: Agreement with True Blue Strategies for Experience Tukwila

ISSUE

Authorize the Mayor to sign an agreement with True Blue Strategies for the management and operation of the Experience Tukwila Digital Initiative and to provide general marketing services for the City.

BACKGROUND

In 2020, the City launched the Experience Tukwila Digital Initiative to aggressively promote the Tukwila community within the Seattle region. Experience Tukwila includes dedicated social media accounts and a website with original content highlighting restaurants, retailers, events, and the overall Tukwila community. The Experience Tukwila digital initiative has allowed us to do sponsorships and partnerships that we were unable to do in the past, including being a partner for Seattle Restaurant Week and partnering with the Seattle Seawolves.

For 2023 and 2024 Experience Tukwila will focus on growing its reach and followers on social media with authentic posts, including video. As the region emerges from the COVID-19 pandemic Experience Tukwila will be essential in helping to bring visitors back to Tukwila and bring customers back to our hospitality businesses. True Blue will also assist the City with marketing the Juneteenth event and other marketing activities.

DISCUSSION

True Blue Strategies (formally Mammoth) has been the City's marketing agencies for Experience Tukwila since it launched in 2020. True Blue is small, woman owned marketing firm based out of Seattle and is responsible for the day-to-day management of Experience Tukwila. The City selected True Blue in 2020 after interviewing several firms. True Blue was selected due to its small size and overall background in working with both public policy and marketing. It takes time to build up and get a rhythm in marketing and promotion. True Blue has gained good experience in marketing the City and continuing to use them will provide significant value to the City.

FINANCIAL IMPACT

The City Council approved a \$190,000 lodging tax funding in 2022 for 2023. The agreement with True Blue is not to exceed \$175,000.

As a reminder, lodging tax funds are collected at area lodging businesses from overnight stays. Under Washington State law, lodging tax funds can only be used for tourism promotion activities, such as Experience Tukwila.

RECOMMENDATION

Staff recommends that the Committee forward the Agreement the May 22 Special Meeting consent agenda.

ATTACHMENTS

1. Draft Agreement between the City of Tukwila and True Blue Strategies.



PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and True Blue Strategies, hereinafter referred to as “the Consultant” or “Contractor”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform marketing, advertising, and social media management services in connection with the project titled Experience Tukwila Digital Initiative.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing retroactively to April 1, 2023 and ending June 30, 2024, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement by no later than June 30, 2024, unless an extension of such time is granted in writing by the City (email suffices).
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “A” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$175,000 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.

City retains ownership of all social media accounts and the ExperienceTukwila.com website, including domain name. Upon expiration of this Agreement or demand by the City, Consultant shall transfer hosting of ExperienceTukwila.com to a provider of the City's choice and provide all login credentials for ExperienceTukwila.com and all Experience Tukwila social media accounts.

City retains ownership of any photography, videography, and animation created in conjunction with this Agreement.

6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in 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 the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

8. **Insurance.** The Consultant 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 Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant 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 Amounts and Scope of Insurance.** Consultant 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. Commercial General Liability

insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- 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 Consultant'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 Consultant's insurance and shall not be contributed or combined 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.** Consultant 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 Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. Failure to Maintain Insurance.** Failure on the part of the Consultant 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 Consultant 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 Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant 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 the Consultant nor any employee of the Consultant 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 for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
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.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City (e-mail suffices).
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. 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. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **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.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant 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.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

CONSULTANT

Allan Ekberg, Mayor

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney

Exhibit "A"

Scope of Services

Contractor shall provide marketing, advertising, and social media management services to the City with the intent of bringing more visitors to the City and improving the City's image. The focus for April 1, 2023 until June 30, 2024 shall be to promote the City of Tukwila to the greater Seattle area and to establish Tukwila as the place to go for dining, shopping, sports, and entertainment.

Day-to-Day Management of Experience Tukwila

Contractor is responsible for the day-to-day management of the City of Tukwila Experience Tukwila social media accounts (Facebook, Instagram, Twitter, and LinkedIn) and the ExperienceTukwila.com website. Contractor shall provide the following services outlined in Table 1 below.

Table 1 shows an estimate as to how funds will be allocated. The City may reallocate funds for specific tasks or eliminate tasks.

Task	Notes	Monthly Rate (April, 2023 only)	Monthly Rate (April 2023 through June 2024)
Project Management and Reporting	Project Management, monthly analytics reporting on web and social analytics, site hosting and administration.	\$1,000	\$1,500
Social Media Content and Management	Creation and posting of original social media content for existing Facebook, Instagram, Twitter, and LinkedIn accounts including custom graphics and sourced photography. 5-7 posts per week. Community moderation. Identify externally generated content to share, retweet, or otherwise promote. Ongoing content creating for LinkedIn one post per week. Expanded stories, videos, gifs, and interactive content. City retains ownership of all social media accounts. Upon request, Contractor shall provide the City sign in credentials for social media accounts.	\$4,500	\$5,500
Website Content Updates	Ongoing website support and content updates, editorial calendar management, blog content and event updates. Includes adding additional content to the site such as new restaurant and shopping listings, updating imagery including refreshing homepage content. Contractor is responsible for hosting ExperienceTukwila.com. City retains ownership of ExperienceTukwila.com website and the domain name. Upon termination of this Agreement, Contractor shall transfer hosting and the domain name ExperienceTukwila.com to the City.	\$2,000	\$2,000

Email Marketing Content and Management	Deployment of one email per month to Experience Tukwila newsletter subscribers. Email content development and management including subscriber/engagement reporting	\$1,000	\$1,000
Monthly Totals:		\$8,500	\$10,000

Special Services

In addition to the work outlined in Table 1, Contractor shall provide the following additional special services to the City. The reimbursement for these items shall be negotiate separately.

1. Seawolves jersey giveaway and social media event (\$2,000).
2. Juneteenth Poster (\$1,000)
3. On dates mutually agreed by the City and Contractor, organize a two-day photo shoot within the City to capture more crowds, personal portraits, and b-roll footage. Specific price to be proposed to the City prior to commencing work. Work shall not begin until authorized by the City.
4. Produce videos or animations promoting the City. Specific price to be proposed to the City prior to commencing work. Work shall not begin until authorized by the City.
5. Email template updated for Experience Tukwila brand. Specific price to be proposed to the City prior to commencing work. Work shall not begin until authorized by the City.
6. Provide on-call, on-demand graphic design services to the City. The specific projects shall be bid on request by the City.
7. Provide recommendations and strategies to help the City improve its social media followers and engagement.
8. Paid media recommendations, as needed, with the specific services added by the City upon request, with a cost estimate provided by the Contractor.
9. Earned media and community partners program. The specific work shall be negotiated by the City and the Contractor, with the Contractor providing the City an estimate for the proposed work.
10. Other marketing and advertising services deemed necessary by the City to achieve the goals of promoting the City to visitors. Specific services and costs shall be negotiated as specific projects are proposed by either City or Contractor.