

## CITY OF FIFE LODGING TAX FUNDING AGREEMENT

1. **Parties and Date.** This Agreement is made this 26<sup>th</sup> day of August, 2013, between the City of Fife, a Washington municipal corporation ("City") and **Children's Dance Theater** ("Recipient").

2. **Recitals.**

2.1 The City collects a tax known as the Lodging Tax and deposits the revenues from the Lodging Tax into a special fund to be used solely for paying for tourism promotion and for the acquisition and/or operation of tourism relate facilities.

2.2 After receiving recommendations from the Lodging Tax Advisory Committee, the City Council has allocated **\$2,000** of the Lodging Tax fund in the City's 2013 Budget to Recipient for the activities set forth in Exhibit A attached hereto, which is an allowed use of Lodging Tax revenue under RCW 67.28.1815.

2.3 In consideration of the terms, conditions and covenants contained herein, the parties agree as follows.

3. **Scope of Work.** Recipient shall perform the activities set forth in Exhibit A ("Scope of Work") attached hereto during the term of this Agreement, for the purpose of attracting tourism business to the City.

4. **Term.** This Agreement shall be effective on January 1, 2013, and shall terminate on December 31, 2013, unless earlier terminated pursuant to Section 13 of this Agreement. Sections 6, 10, 14 and 19 of this Agreement shall survive termination of this Agreement.

5. **Compensation.** The City shall provide from Lodging Tax revenues, an amount not to exceed **\$2,000** in funding (the "Funds") to Recipient to perform the Scope of Work. However, funding for this Agreement is subject to the actual Lodging Tax funds received by the City. **If Lodging Tax receipts are lower than budgeted, funding may be decreased.** Within ten days after the end of each calendar quarter, Recipient shall submit a billing statement detailing how activities and services performed by Recipient during the preceding quarter have specifically promoted tourism in the City, including measurable results. Upon receipt of a conforming billing statement, the City shall promptly process payment. If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve the recipient of its obligations under this Agreement. Failure by Recipient to submit conforming billing statements by January 10<sup>th</sup> after the expiration of this Agreement will result in the forfeiture of remaining unbilled compensation.

6. **Auditing.** The Recipient shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City shall have full access and the right to examine and copy, during normal business hours, all of the records of the Recipient with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

7. **Compliance with Federal, State and Local Laws.** The Recipient agrees to abide by all applicable federal and state statutes and regulations pertaining to the subject matter of this Agreement, including without limitation RCW 67.28.1815, which provides that lodging tax revenues may be used solely for the purpose of paying all or a part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities, as such terms are defined in RCW 67.28.080.

8. **Collaborative Marketing and Promotion.** During the term of this Agreement the Recipient agrees to cooperate and work collaboratively with the City's marketing department and the Fife Chamber of Commerce for the common goal of attracting tourism business to the City.

9. **Reporting.** Within ten days after the end of each calendar quarter, Recipient shall furnish to the City a quarterly report detailing the use of the Funds provided under this Agreement, and such supporting information as the City may require. Such reports and documents shall include, if applicable, a list of festivals and special events sponsored by Recipient with the amount of revenue expended on each festival, special event or tourism-related facility, the estimated number of tourists and/or persons traveling over fifty miles to the destination, and the estimated number of lodging stays generated per festival of tourism-related event. Recipient shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP) to substantiate all billed amounts.

10. **Reimbursement of Funds.** Recipient warrants that the Funds received under this Agreement shall be used solely for purposes permitted under this Agreement and agrees to repay to the City any Funds found to have been used for some purpose other than those permitted herein.

11. **Nondiscrimination.** Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

12. **Independent Contractor.** The Recipient is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Any and all employees of the Recipient, while engaged in the performance of any work or services required by the Recipient under this Agreement, shall be considered employees of the Recipient only and

not of the City. As an independent contractor, the Recipient shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

13. **Termination.** The City may terminate this Agreement immediately by written notice thereof to the Recipient if the tax itself is repealed by appropriate authority or in the event the Funds are not used in compliance with the provisions of this Agreement and/or Chapter 67.28 RCW, as determined by the City or the State of Washington. Further it is agreed that either party may terminate this Agreement for any reason upon giving the other party at least ninety days prior written notice thereof.

14. **Indemnification and Hold Harmless.** The Recipient 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

15. **Assignment.** Neither the Recipient nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

16. **Waiver.** Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

17. **Applicable Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and, in the event of dispute, the venue for any action brought hereunder shall be in Pierce County Superior Court.

18. **Severability.** If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

19. **Attorneys' Fees.** In the event that the City is required to institute a lawsuit against the Recipient to enforce any of the terms of this Agreement and the City prevails in such lawsuit, the Recipient agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

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20. **Entire Agreement.** This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

**RECIPIENT:**

**Fife High School FBLA**

By: \_\_\_\_\_

Stephanie Cox, Owner

**THE CITY:**

City of Fife, Washington

By: \_\_\_\_\_

David K. Zabel, City Manager

**ATTEST:**

\_\_\_\_\_  
Carol Etgen, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gregory F. Amann  
Assistant City Attorney

**EXHIBIT A  
SCOPE OF ACTIVITIES**

**See Attached Application.**



# Request for Proposal: Activities to increase Tourism in Fife

## 1. Name and Address of Applicant (Organization)

Name of Organization: Children's Dance Theater Address: 122 W Main St Auburn WA 98001  
 Form of Organization: Sole-Prop Business Website Address: auburnchildrensdancetheater.com  
 Agency Tax ID#: 83-0514719 UBI#: 602 693 887

## 2. Contact Person:

Name: Stephanie Cox Phone: 253-217-2652  
 Fax: N/A E-mail: Stephanie@auburnchildrensdancetheater.com

## 4. Proposed Funding:

Can you operate this project with reduced funding?  No  Yes

Priority 1 - full funding \$ 5,000 *theater rent & payroll only*  
 Priority 2 - partial funding (no less than) \$ \_\_\_\_\_

Will there be an admission charge for this activity?  No  Yes If yes, how much \$ \$13 pre-sale online  
\$17 @ the show

## 7. Activity Information:

1. Please describe the activity or organization. (For festivals or events, include the name, dates of operation, and expected number of participants. For facility operations, include the expected number of visitors.)

Children's Dance Theater presents "The Nutcracker" our students will bring this classical tale to life through dance and the tradition score by Tchaikovsky.

2. Please provide estimates of how the proposed use of lodging tax revenue will result in increases in the number of people traveling for business or pleasure on a trip:

a. Away from their place of residence or business and staying overnight in paid accommodations:

10-15 grand parents/extended family of dancers

b. To a place fifty miles or more one way from their place of residence or business for the day or staying overnight:

40 participants, their parents, Stage Crew about 65 total. Average audience of 250 per show

c. From another country or state outside of their place of residence or their business:

perhaps 5

3. Coordination & Collaboration: Please provide information about any other organizations or agencies involved in this project/activity and how this project directly contributes to the Fife LTAC Marketing & Economic Development Plan.

Many dancers will need to buy food or visit a restaurant before and/or after the shows/stage rehearsals.

Many of their visiting families will also want to dine at local restaurants. We'd be happy to sell low cost advertisements to any business that might be interested.

# Budget

**INCOME:**

If you are anticipating receiving partial funding for this activity from another source, please list the source, approximate amount, and the status of funding.

Amount	Source	Confirmed? Yes/No		Date Available
\$3,000	ticket sales	<input type="checkbox"/> Yes	<input type="checkbox"/> No	November 1st - Dec 21st
\$ 800	events sales	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	12/20 - 21st
\$ 200	program adverts	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Begins Oct 1st
\$ 3,200	participant fees	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Begins Sept 15th
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____

Total Income: \$7,400

What percentage of your project does your request for City funds represent? 32 % of cost

**Expense:**

ACTIVITY	CITY OF FIVE FUNDS	OTHER FUNDS	TOTAL
Personnel (salaries & benefits)	_____	240 hrs x \$25	\$6,000
Administration (office expense)	_____	227 \$10	\$2,270
Marketing/promotion	_____	\$500 program papers	500
Direct Sales Activities (specify below)	_____	\$400 processing fees	400
Minor Equipment	_____	\$1,000	1,000
Travel	_____	\$300	300
Contract Services (specify below)	Theater rent/payroll	_____	_____
Other activities (specify below)	\$5,000	_____	_____
<b>TOTAL COSTS:</b>	<u>\$5,000</u>	_____	<u>\$10,470</u>

The applicant hereby certifies and affirms: 1. That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap; 2. That it will abide by all relevant local, state and federal laws and regulations and 3. That it has read the information contained in pages 1, 2 and 3 and understands and will comply with all provisions thereof.

Certified By: (signature) [Signature]  
 (Print or type name): Supranie Cot  
 Title: owner, CDH  
 Date: 8/5/13