

CITY OF FIFE LODGING TAX FUNDING AGREEMENT

1. **Parties and Date.** This Agreement is made and entered as of the 1st day of January, 2013, between the City of Fife, a Washington municipal corporation ("City") and **Fife Boosters Club** ("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 **\$200,000** of the Lodging Tax fund in the City's 2013 Budget to Recipient for the purposes 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. **Funding and Use of Funds.** The City shall provide from Lodging Tax revenues, an amount not to exceed **\$200,000** in funding (the "Funds") to Recipient for the use set forth in Exhibit A attached hereto. The City shall deliver the Funds to Recipient on or before June 30, 2013. Recipient shall use the Funds solely for the use described in Exhibit A attached hereto, for the purpose of attracting tourism business to the City.

4. **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.

5. **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.

6. **Collaborative Marketing and Promotion.** 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.



7. **Reporting.** Within ten days after the end of each calendar quarter, or such other time as the City may designate, Recipient shall furnish to the City a 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, the actual 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; (b) To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or (c) From another country or state outside of their place of residence or their business, generated from the Funds.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.



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15. **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.

16. **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.

17. **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 Boosters Club No. 417

By: Kevin Ringus
Kevin Ringus, Committee Chair

Date: 06 19 13

THE CITY:

City of Fife, Washington

By: David K. Zabell
David K. Zabell, City Manager

Date: 6/19/13

ATTEST:

Carol Etgen
Carol Etgen, City Clerk

APPROVED AS TO FORM:

Gregory F. Amann
Gregory F. Amann
Assistant City Attorney

EXHIBIT A

Funds shall be used to fund a portion of the costs of replacing the current grass field at the Fife High School Stadium with an all-weather turf field. This will allow for year-round use of the playing surface. An all-weather surface will also provide the opportunity to increase our participation in football and soccer camps.

It will also provide an opportunity to partner with area clubs and their tournaments (ie: Puyallup Valley Kickoff, Rainier Cup, and King of the Hill). The Fife-Milton-Edgewood Junior Soccer Club would have the opportunity to enlarge the Turkey Jamboree it already hosts. These tournaments/jamborees regularly host teams from out of the area.

