

RESOLUTION 2014 - 14



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING
PROFESSIONAL SERVICES AGREEMENT FOR
TOURISM PROMOTION SERVICES WITH
THE MISS SUNNYSIDE COMMITTEE**

WHEREAS, the City of Sunnyside published a request for proposals for the use of Lodging Tax Funds on December 10, 17 and 31, 2013; and

WHEREAS, the Lodging Tax Advisory Committee reviewed said proposals on January 16, 2014 as required by RCW 67.28; and

WHEREAS, the City Council of the City of Sunnyside authorized an appropriation be made to the 2014 budget in the amount of \$7,600; and

WHEREAS, the City of Sunnyside and the Miss Sunnyside Committee wish to enter into an agreement to cover the costs associated with tourism promotion; and

WHEREAS, the City Council finds and determines that approval of such agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

Section 1. That the Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute the contract and other documents necessary to accomplish such acceptance.

Section 2. This Resolution shall be effective upon passage and signatures hereon in accordance with law.

PASSED this 10th day of February, 2014.

A handwritten signature in black ink, appearing to read "James A. Restucci".

JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside

AGREEMENT FOR TOURISM SERVICES
By and Between
CITY OF SUNNYSIDE
And
MISS SUNNYSIDE COMMITTEE

THIS AGREEMENT is made and entered into this 28th day of January, 2014, by and between the CITY OF SUNNYSIDE, a municipal corporation, and MISS SUNNYSIDE COMMITTEE, for the uses and purposes provided herein and below.

I. Recitals

A. CITY OF SUNNYSIDE, hereafter called "City," is a municipal corporation of the State of Washington, with City Hall located at 818 East Edison Avenue, Sunnyside, Washington 98944.

B. MISS SUNNYSIDE COMMITTEE, hereafter called "Committee," is a non-profit corporation of the State of Washington, serving the citizens of the City of Sunnyside with promotion of events within the City of Sunnyside, including the Miss Sunnyside Pageant.

C. The City has adopted and implemented a transient occupancy tax authorized pursuant to Chapter 67.28 RCW and City Ordinances codified at Chapter 3.28 of the Sunnyside Municipal Code as the "Transient Occupancy Tax." State statute has since been amended to allow expenditure of such transient occupancy tax revenues for advertising and tourism promotion services as well as certain costs of operation and maintenance of tourism facilities and special events and festivals subject to appropriate documentation of services rendered and received.

D. Committee is able to provide advertising and other services allowed by statutes governing the use of proceeds from the tax to promote and encourage tourism within the City by using a parade float at numerous parades throughout the northwest to promote the Miss Sunnyside Pageant and the City of Sunnyside.

D. City, by and through its City Council, has recognized the value and benefit to the community and its citizens to promote tourism in the City of Sunnyside through the efforts of Committee and the parade float, and has authorized participation in the Committee's parade float program.

E. The parties desire to enter into this Agreement to state their mutual goals and obligations to accomplish such purposes.

II. Agreement

WHEREFORE, in consideration of the mutual covenants, conditions and promises herein, the parties agree as follows:

- A. Scope and Purpose. The purpose of this Agreement is to provide for tourism promotion and advertising services, in compliance with the uses and purposes of state statutes and City codes governing use of Transient Occupancy Tax proceeds, by the Committee for and on behalf of the City of Sunnyside. The Committee will use these funds for use and maintenance of a parade float in order to advertise and promote tourism in the City in accordance with the proposal attached hereto as Exhibit "A" and incorporated herein by this reference.
- B. Committee's Purpose. The Committee will use its parade float and efforts to facilitate promotion of its programs and purposes, including the Miss Sunnyside Pageant, and promotion of tourism in the City of Sunnyside. The City and Committee recognize and agree that use of the Committee's parade float and efforts for such purposes enhances recognition of the City of Sunnyside and promotes tourism within the City.
- C. Restriction on Expenditures. The Committee understands that this agreement is governed by the restrictions mandated for use of Lodger's Taxes and all expenditures are subject to full disclosure to the city in order to show compliance with said requirements. The Committee further understands that all expenditures shall be for the purpose of promoting tourism into the City of Sunnyside. The Committee shall provide documentation in support of its efforts. The Committee further agrees to cooperate with and furnish any requested documents to the State Auditor upon request.
- D. Payment for Services. City agrees to pay Committee a sum not to exceed \$7,600.00 to be used by Committee for maintenance and operation of a parade float to facilitate the Committee's Miss Sunnyside Pageant and programs to promote tourism into the City of Sunnyside. Payment of any sum for maintenance and operation described above shall be by reimbursement of costs incurred by the Committee for such purposes. Payment of any sum for construction shall either be by reimbursement of costs incurred by the Committee, or by City payment upon presentation by Committee showing a bill for construction work already completed. Any and all payments by City shall be conditioned upon the city's acceptance and/or approval of work completed. The City reserves the right to reject all or any portion of any request for reimbursement if, in the sole opinion of the City, such expenditure is not authorized by this Agreement or applicable law.

EXHIBIT "A"

- E. Reports to City and Records. Committee shall report on the status of Committee projects, tourism promotion programs or campaigns, and any other information or reports deemed necessary or appropriate by the City. Committee agrees to provide access to City, its authorized agents and regulatory agencies, to Committee records pertaining to expenditure of funds and funded programs authorized pursuant to this Agreement. Such access shall be promptly scheduled at times convenient to the Committee during normal work hours. Records created pursuant to this Agreement may be considered public records pursuant to Chapter 42.56 RCW and Committee agrees to provide reasonable assistance to City in producing records to requesting parties.
- F. Term of Agreement – Effective Date of Amendment. This Agreement shall be for a term of one year, commencing January 28, 2014 and terminating December 31, 2014, unless sooner terminated by either party as described in section E below.
- G. Termination. Notwithstanding the provisions in Section B above, the City shall be under no obligation to provide payment or money to Committee or any third party if, in the sole determination of the City Council or its designee, the purposes or programs of Committee as stated above are changed or altered to any purpose or program not designed, intended or effective to promote the public purposes of this Agreement or the non-profit purposes of the Committee. In the event of termination, City shall notify Committee at least two weeks prior to the effective date of termination, unless a shorter notice is mandated by law or circumstances then existing.
- H. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and shall not be modified or amended except in writing signed by both parties.
- I. Dispute Resolution. In the event of a dispute arising between the parties regarding the enforcement, breach, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve the dispute, however, with or without agreed meditation. Any remaining dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, and the Mandatory Rules of Arbitration, with venue placed in Yakima County, Washington, and the arbitrator shall award to the substantially prevailing party, judgment for its attorney fees and costs against the other. In the event of de nova review, both parties waive their rights to a jury trial.

WHEREFORE, this Agreement is deemed executed on the date first referenced above.

EXHIBIT "A"

CITY OF SUNNYSIDE

MISS SUNNYSIDE COMMITTEE

By: _____
Donald D. Day, City Manager

By: _____
Sharon Dolan, Chair

ATTEST:

By: _____
Delilah Saenz, CMC, City Clerk