



# City of SeaTac

## Special Council Meeting Agenda

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March 12, 2013

4:00 PM

City Hall  
Council Chambers

**CALL TO ORDER:**

**ELECTION OF PRESIDING OFFICER:** *(Per City Council Administrative Procedures, Section 2 A)*

**ADJOURN:**

THE COUNCIL CHAMBERS IS ACCESSIBLE TO PERSONS WITH DISABILITIES AND IS EQUIPPED WITH ASSISTIVE LISTENING DEVICES. PERSONS REQUIRING SPECIAL ACCOMMODATIONS SHOULD CONTACT THE CITY CLERK'S OFFICE BEFORE 5:00 PM THE FRIDAY PRECEDING THE COUNCIL MEETING.



# City of SeaTac

## Special Council Study Session Agenda

March 12, 2013

4:15 PM

City Hall  
Council Chambers

*(Note revised time. This meeting will follow a 4p.m. Special Council Meeting to elect a presiding officer.)*

### CALL TO ORDER:

1. **Agenda Bill #3501; A Motion authorizing the City Manager to execute an extension with the Andover Company to provide property leasing and representation at the SeaTac Center (10 minutes)**

By: Economic Development Manager Jeff Robinson

2. **PRESENTATIONS:**

- **Law Week 2013; "Realizing the Dream, Equality For All" (10 minutes)**

By: Judge Elizabeth Cordi-Bejarano

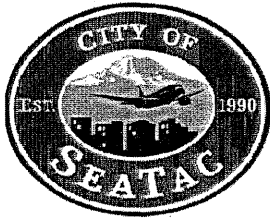
- **Distracted Driving Campaign (10 minutes)**

By: Captain Annette Louie

- **Public Safety Statistics (10 minutes)**

By: Fire Chief Jim Schneider

### ADJOURN:



# City of SeaTac

## Regular Council Meeting Agenda

March 12, 2013  
6:00 PM

City Hall  
Council Chambers

*(Note: The agenda numbering is continued from the Special Council Study Session [SCSS].)*

**CALL TO ORDER:**  
**ROLL CALL:**  
**FLAG SALUTE:**

**PUBLIC COMMENTS:** (Speakers must sign up prior to the meeting. Individual comments shall be limited to three minutes. A representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

### 3. PRESENTATION:

- **Introduction of New Employee: Community and Economic Development Director Joe Scorcio (5 minutes)**  
By: Assistant City Manager Gwen Voepel

### 4. CONSENT AGENDA:

- **Approval of claims vouchers** (check nos. 102174 - 102285) in the amount of \$286,283.07 for the period ended March 5, 2013.
- **Approval of payroll vouchers** (check nos. 51274 – 51308) in the amount of \$451,193.74 for the period ended February 28, 2013.
- **Approval of payroll electronic fund transfers** (check nos. 76055 – 76235) in the amount of \$370,403.84 for the period ended February 28, 2013.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$75,292.85 for the period ended February 28, 2013.

**Agenda Items reviewed at the February 26, 2013 Council Study Session and recommended for placement on this Consent Agenda:**

**Agenda Bill #3497; A Motion authorizing the City Manager to enter into an Interlocal Agreement for services between the eighteen (18) King County Consortium cities for planning, funding, and implementation of a Joint Human Services Application and Funding Program**

**Agenda Bill #3496; A Motion authorizing the City Manager to execute a contract with GreenRubino to implement the Economic Development Marketing Action Plan and Public Relations Plan for 2013**

**Agenda Bill #3493; A Motion accepting the work for the installation of the Community Center gym rooftop heating units**

**PUBLIC COMMENTS (related to the Consent Agenda):** (Individual comments shall be limited to one minute and group comments shall be limited to three minutes.)

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

**CITY MANAGER'S COMMENTS:**

**COUNCIL COMMENTS:**

**EXECUTIVE SESSION:**

**ADJOURN:**

THE COUNCIL CHAMBERS IS ACCESSIBLE TO PERSONS WITH DISABILITIES AND IS EQUIPPED WITH ASSISTIVE LISTENING DEVICES. PERSONS REQUIRING SPECIAL ACCOMMODATIONS SHOULD CONTACT THE CITY CLERK'S OFFICE BEFORE 5:00 PM THE FRIDAY PRECEDING THE COUNCIL MEETING.




**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Community & Economic Development

Agenda Bill #: 3501

**TITLE:** A Motion authorizing the City Manager to execute an extension with the Andover Company to provide property leasing and representation at the SeaTac Center.

February 28, 2013

<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 03-26-13</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 03-12-13</u>	
Prepared By: <u>Jeff Robinson, Economic Development Manager</u>	
Director: <u></u>	City Attorney: <u>Mary Mirante Bortolo</u>
Finance: <u></u>	BARS #: <u>108.000.12.518.21.41.136</u>
City Manager: <u></u>	Applicable Fund Name: <u>Building Management Fund</u>

*MR*  
*1/24*

**SUMMARY:** This Motion authorizes the City Manager to execute an extension through December 31, 2014 with The Andover Company to provide property leasing and representation services at the SeaTac Center.

**DISCUSSION / ANALYSIS / ISSUES:** This Motion would allow for the continuance of full-service commercial brokerage and leasing services at the SeaTac Center by the Andover Company. The Andover Company is compensated through a percentage of the value of the lease for their services. Services include, but are not limited to:

- Property Tours
- Transaction Facilitation
- Marketing Coordination and Development of Marketing Materials
- Market Analysis
- Project Coordination
- Administrative Support

Andover was initially selected after an analysis of costs, services, and the hands-on experience of the leasing agents with the SeaTac Center property and current tenants. The offices of the company are also in close proximity to the SeaTac Center. and the lead brokers have a list of prospective interested tenants retained from their prior work with Collier's International which previously represented the prior owners of the property.

**RECOMMENDATION(S):** It is recommended that the Motion be carried.

**FISCAL IMPACT:** The projected and estimated operating budget for the property can accommodate this necessary expense, without any impact to the City's General Fund. The actual cost of the service is dependent upon the lease rate and terms and is based on a percentage thereof.

**ALTERNATIVE(S):** Do not carry this Motion. Without professional brokerage services, the workload for the marketing and leasing of the property would have to be absorbed by existing City staff. The brokerage and leasing of retail properties is a specialized field and is not a skill that the City currently has the staff or time to accommodate.

**ATTACHMENTS:** 1. Commercial Brokers Association Exclusive Lease Listing Agreement and Fee Schedule



**The Andover Company, Inc.**  
 415 Baker Boulevard, Suite 200  
 Tukwila, WA 98188  
 Phone: (206) 244-0770  
 Fax: (206) 246-9229

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 Page 1 of 4

**COMMERCIAL BROKERS ASSOCIATION  
 EXCLUSIVE LEASE LISTING AGREEMENT**

CBA Text Disclaimer: Text deleted by licensee indicated by strike. New text inserted by licensee indicated by small capital letters.

In consideration of the services to be performed by the undersigned Broker, the undersigned Owner/~~Manager~~ *REPRESENTATIVE, THE CITY OF SEATAC* hereby grants to Broker commencing with date of this Agreement and expiring at midnight on December 31, 2014 the exclusive and irrevocable right to lease for a minimum term of \_\_\_\_\_ (see definitions below) and to receipt for deposit in connection therewith, the following described commercial real estate ("the property") situate in the City of SeaTac, King County, Washington; commonly known as SeaTac Center, 15221 - 15245 International Blvd and legally described  as follows  as attached hereto: (Owner/~~Manager~~ *REPRESENTATIVE* authorizes Agent to insert or correct legal description over Owner's signature.)

Listing Price \$ 10.00 - \$24.00 plus NNN

Per Square foot

Possession: Negotiable

Terms: Negotiable, \$15 TI Allowance, 3 year minimum lease

**1. DEFINITIONS.** The term "lease" and similar phrases as used in this Agreement, shall mean and include "sub-lease." The term "lessee" includes "sub-lessee," if applicable. The phrases "this Agreement" and "during the term hereof" include written extensions of this Agreement.

**2. AGENCY / DUAL AGENCY.** Owner authorizes Broker to appoint Mike Ewing and Connie Boyle, CCIM to act as Owner's Listing Agent(s). It is understood and agreed that this Agreement creates an agency relationship with Listing Agent(s) and Broker only, **not** with any other salesperson of Broker; provided, Owner authorizes Broker to appoint other salespersons affiliated with Broker as subagents to act on Owner's behalf as and when needed, at Broker's discretion. Any other broker or salesperson, other than Broker or Listing Agent(s), will not be representing Owner and may represent the lessee. Accordingly, for purposes of this Agreement, "Broker" means Listing Agent(s), including any subagents, and Listing Agent's Broker, Designated Broker or Branch Manager, unless expressly stated otherwise. Owner further authorizes Broker to enter into co-operative brokerage agreements.

Owner agrees that if the property is leased to a lessee represented by one of Broker's salespersons other than Listing Agent(s), then Owner consents to Broker acting as a dual agent. Owner further agrees that if the property is leased to a lessee who Listing Agent also represents, then Owner consents to Listing Agent(s) and Broker acting as dual agents. Owner agrees that different salespersons affiliated with Broker may represent different lessors in competing transactions involving the same lessee and that this shall not be considered action by Broker that is adverse or detrimental to the interests of either lessor, nor shall it be considered a conflict of interest on the part of Broker. Owner acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency."

If Broker acts as a dual agent, then Broker shall be entitled to the entire commission payable under this Agreement plus any additional compensation Broker may have negotiated with the lessee.

**3. TITLES / PROPERTY INFORMATION.** Owner warrants that Owner has the right to lease the property on the terms herein, and that the property is free and clear of any encumbrances which would interfere therewith. Owner confirms that following the lease of the property, the amount of rent and any other terms of the lease of the property shall not be deemed confidential information and Owner authorizes disclosure of the same.

**4. COMMISSION.** Broker shall be entitled to a commission if: (a) a Broker procures a lessee on the terms of this Agreement, or on other terms acceptable to Owner; (b) Owner sells or leases the property directly or indirectly or through any person or entity other than Broker during the term of this Agreement; (c) Owner sells or leases the property within six months after the expiration or sooner termination of this Agreement to a person or entity that submitted an offer to purchase or lease the property during the term of this Agreement or that appears on any



**THE ANDOVER COMPANY, INC.**  
 415 BAKER BOULEVARD,  
 SUITE 200  
 TUKWILA, WA 98188  
 PHONE: (206) 244-0770  
 FAX: (206) 246-9229

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**COMMERCIAL BROKERS ASSOCIATION  
 EXCLUSIVE LEASE LISTING AGREEMENT  
 (CONTINUED)**

registration list provided by Broker pursuant to this Agreement, or an "Affiliate" of such a person or entity that submitted an offer or that appears on the registration list; (d) the property is made unleaseable by Owner's voluntary act; or (e) Owner cancels this Agreement, or otherwise prevents Broker from leasing the property. The commission shall be calculated as follows: See attached Lease Commission Schedule. Broker shall submit any registration list to Owner within 15 days after the expiration or sooner termination of this Agreement and shall only include on the registration list persons or entities to whose attention the property was brought through the signs, advertising or other action of Broker, or who received information secured directly or indirectly from or through Broker during the term of this Agreement. The Owner shall provide the registration list to any other brokers that assist the Owner with this property. "Affiliate" means, with respect to any person or entity that submitted an offer during the term of this Agreement or that appears on the registration list, a person or entity which has more than a 10% ownership or voting interest in such an entity or any entity in which more than 10% of the ownership or voting interests are owned or controlled by such a person or entity.

- 5. **BROKER/MULTIPLE LISTING.** Broker shall cause this listing to be published by Commercial Brokers Association ("CBA") for distribution to all CBA members through CBA's listing systems. Broker shall cooperate with all other members of CBA in working toward the lease of the property. Owner understands and agrees that all property information contained in this Agreement or otherwise given to CBA becomes the property of CBA, is not confidential, and will be given to third parties, including prospective lessees, other cooperating members of CBA who do not represent the Owner and, in some instances, may represent the lessee and other parties granted access to CBA's listing systems. Owner agrees that Broker may record this Agreement. Regardless of whether a cooperating member is the Broker of the lessee, the Owner, neither or both, the member shall be entitled to receive the selling office's share of the commission as designated by the listing office. IT IS UNDERSTOOD THAT COMMERCIAL BROKERS ASSOCIATION IS NOT A PARTY TO THIS AGREEMENT, AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION SET FORTH IN THIS LISTING TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.
- 6. **ATTORNEY'S FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay a reasonable attorney's fee. In the event of trial, the amount of the attorney's fee shall be as fixed by the court.
- 7. **ADDITIONAL TERMS.** The following attached hereto are part of this Agreement: Lease Commission Schedule.

.....  
 Dated this 26th day of February, 2013.

4800 South 188<sup>th</sup> St., SeaTac, WA 98188-8605  
 Owner's Address

\_\_\_\_\_  
 Owner/Manager TODD CUTTS

Business \_\_\_\_\_ Home \_\_\_\_\_  
 Owner's Phone

\_\_\_\_\_  
 Owner/Manager CITY MANAGER

.....

In consideration of Owner's execution of this Agreement, the undersigned hereby agrees to act as Owner's agent to lease the property.

The Andover Company \_\_\_\_\_, Broker (Company)  
 (Office)

By \_\_\_\_\_  
 (Authorized Representative) JIM BISSET - PRESIDENT



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 415 BAKER BOULEVARD,  
 SUITE 200  
 TUKWILA, WA 98188  
 PHONE: (206) 244-0770  
 FAX: (206) 246-9229

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**COMMERCIAL BROKERS ASSOCIATION  
 EXCLUSIVE LEASE LISTING AGREEMENT  
 (CONTINUED)**

BY \_\_\_\_\_  
*CONNIE BOYLE, CCIM,  
 VICE PRESIDENT*

BY \_\_\_\_\_  
*MIKE EWING,  
 SENIOR VICE PRESIDENT*

.....  
 Owner hereby extends the above Agreement to midnight of \_\_\_\_\_

\_\_\_\_\_  
 Owner/Manager

\_\_\_\_\_  
 Owner/Manager



**THE ANDOVER COMPANY, INC.**  
415 BAKER BOULEVARD,  
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**COMMERCIAL BROKERS ASSOCIATION  
EXCLUSIVE LEASE LISTING AGREEMENT  
(CONTINUED)**

**EXHIBIT "A"  
Legal Description**

**PARCELA**

Lots 6, 7 and 8, Block 1, Third Addition to the Adams Homes Tracts, according to the plat thereof recorded in Volume 15 of Plats, page 17, in King County, Washington,  
EXCEPT the north 2 feet of the east 175 8 feet of said Lot 6,  
AND EXCEPT those portions of Lots 6, 7 and 8 lying easterly of the west margin of Primary State Highway Number 1;  
AND EXCEPT that portion of Lot 8 conveyed to the state of Washington for highway purposes by deed recorded under Recording Number 5133875.

**PARCEL B**

Lots 4, 9 and 10, and the east 66 feet of the south 104 9 feet of Lot 3, Block 1, Third Addition to Adams Homes Tracts, according to the plat thereof recorded in Volume 15 of Plats, page 17, in King County, Washington;  
EXCEPT the north 200 feet of that portion of said Lot 4, lying west of the west line of the east 60 feet thereof;  
AND EXCEPT the west 56 feet of said Lot 10,  
AND EXCEPT that portion of said Lots 9 and 10 conveyed to the state of Washington for highway purposes by deed recorded under Recording Number 5133875

**SCHEDULE OF LEASE COMMISSIONS  
COMMERCIAL PROPERTIES**

**1. Rates:** Commissions shall be calculated at the following rates:

Year 1 – 5	6% - For spaces under 5,000 rentable SF
	5% - For spaces over 5,000 rentable SF
Year 6 – 10	4% - For spaces under 5,000 rentable SF
	3% - For spaces over 5,000 rentable SF
Year 11 – 20	2%

**2. Payment of Lease Commissions:**

Commission shall be due and payable as follows: one-half (1/2) upon Lease execution and one-half (1/2) upon tenant business opening to the public.

**3. Term of More Than Twenty Years:**

If a Lease Term is in excess of twenty (20) years then the commission shall be calculated only upon the rental to be paid for the first twenty (20) years of the Term of the Lease or for only the primary Term of the Lease, whichever is shorter.

**4. Cooperating Broker:**

Should there be a Cooperating Broker involved in the transaction, The Andover Company, Inc. ("Broker") agrees to pay Cooperating Broker a portion of the fee earned and paid to Broker by Owner. Such portion shall be commensurate with the level of work performed by the Cooperating Broker, but not more than fifty percent (50%) of the fee earned and paid.

**5. City of SeaTac:**

Should the City of SeaTac procure a Tenant and refer to The Andover Company for lease negotiations, then the fee paid to The Andover Company shall be:

Year 1 – 5	4%
Year 6 – 10	2.5%
Year 11 – 20	1.5%

**6. Renewals and expansions:** Commissions on renewals of existing leases with existing Tenants and expansion of square footage for existing Tenants shall be calculated at 4% of the gross lease amount for the term of the renewal or expansion.

This undersigned Owner hereby acknowledges receipt of a copy of this Schedule and further agrees that it shall be binding upon the heirs, successors and assigns of the undersigned. The term Owner when used herein shall be deemed to mean the owner of the property, a Tenant under a ground lease, and any Tenant desiring to affect subleases.

THE RATE OF COMMISSION SET FORTH IN THIS SCHEDULE IS NOT SET BY ANY LAW OR GOVERNMENT ENTITY OR BOARD OF REAL ESTATE BROKERS. IN CONTRACTING TO EMPLOY THE ANDOVER COMPANY, INC., THE OWNER IS FREE TO NEGOTIATE THE RATE OF COMMISSION.

ACCEPTED THIS \_\_\_\_\_ OF \_\_\_\_\_, 201\_

**The Andover Company**

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

By: \_\_\_\_\_  
Connie Boyle, CCIM  
Vice President

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

By: \_\_\_\_\_  
Mike Ewing  
Sr. Vice President

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

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Agent's Initials

## **2. PRESENTATIONS:**

- **Law Week 2013; “Realizing the Dream, Equality For All” (10 minutes)**

By: Judge Elizabeth Cordi-Bejarano

- **Distracted Driving Campaign (10 minutes)**

By: Captain Annette Louie

- **Public Safety Statistics (10 minutes)**

By: Fire Chief Jim Schneider

**3. PRESENTATION:**

**●Introduction of New Employee: Community and Economic Development Director Joe Scorcio (5 minutes)**

By: Assistant City Manager Gwen Voepel

**PAYROLL/CLAIMS VOUCHERS WERE SENT  
ELECTRONICALLY TO THE CITY COUNCIL**

**A HARD COPY OF THE VOUCHERS  
CAN BE VIEWED IN THE CITY CLERK'S OFFICE**

**PAYROLL/CLAIMS VOUCHERS ARE ALSO  
AVAILABLE ON OUR CITY WEBSITE**

**[www.ci.seatac.wa.us](http://www.ci.seatac.wa.us)**

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**  
 Department Prepared by: City Manager's Office

Agenda Bill #: 3497

**TITLE:** A Motion authorizing the City Manager to enter into an Interlocal Agreement For Services between the eighteen (18) King County Consortium cities for planning, funding, and implementation of a Joint Human Services Application and Funding Program.

February 20, 2013	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM: 3/12/13</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>Council Study Session: 2/26/13; RCM: 3/12/13</u>	
Prepared By: <u>Colleen Brandt-Schluter, Human Services Manager</u>	
Director: <u>Todd Catto</u>	City Attorney: <u>Mary Miranda Barolo</u>
Finance: <u>B. K. Kolesh</u>	BARS #: <u>001.000.04.518.88.48.050</u>
City Manager: <u>Todd Catto</u>	Applicable Fund Name: <u>General Fund</u>

MR  
 [Handwritten initials]

**SUMMARY:** This Motion authorizes the City Manager to execute an agreement related to the planning, funding, and implementation of a Joint Human Services Application and Funding program. Since this Agreement is an Interlocal Agreement, City Council action is required despite the small fiscal impact.

**DISCUSSION / ANALYSIS / ISSUES:** The purpose of this Interlocal Agreement For Services is to facilitate the alliance of the 18 member cities who independently provide funding to organizations to provide critically needed human services in their communities, but jointly receive applications for grant funding through one online grant subscription service and portal. In the 2013 funding cycle, the South King County cities joined with the North East cities for the first online joint application. In addition, a sub-committee has been diligently working together with a vendor to produce an online joint reporting form in early 2013. The online reporting will streamline the reporting process for both agencies and city staff.

Each participating city will jointly share in the costs to run the online grants subscription service. The allocation of costs shall be based on population ranges of each city. The initial allocation is described in Exhibit A of the attached Agreement. The City of Kent has been designated to act as the fiscal and administrative agent for the participating cities. The responsibilities of the lead city include invoicing each participating city for their annual funding participation; contract with the vendor; provide a projected estimate of the annual financial contribution to be made by each of the participating cities; and maintain accounts which reflect transactions related to the Agreement.

This Agreement shall become effective when it is approved by a majority of the cities and shall remain in effect through December 31, 2013 with automatic extensions annually. Any City may terminate its participation in the Agreement without cause by giving a thirty (30) day written notice.

The Agreement shall be managed by an Oversight Committee made up of six city representatives; one each from three member cities from South King County and one each from three member cities in the East King County, to be designated by the lead city. The Human Services Advisory Committee recommends signing the Agreement For Services with 18 suburban cities for online grant management services.

**RECOMMENDATION(S):** It is recommended that the Motion be carried.

**FISCAL IMPACT:** The fiscal impact for SeaTac in 2013 is \$500.00, which will be paid through the BARS account identified above.

**ALTERNATIVE(S):** Do not participate in this Agreement.

**ATTACHMENTS:** Agreement For Services including Exhibit A.

**AGREEMENT FOR SERVICES BETWEEN THE  
CITIES OF KENT, AUBURN, BELLEVUE,  
BOTHELL, BURIEN, COVINGTON, DES MOINES,  
FEDERAL WAY, ISSAQUAH, KENMORE,  
KIRKLAND, MERCER ISLAND, REDMOND,  
RENTON, SAMMAMISH, SEATAC, SHORELINE,  
AND TUKWILA, FOR PLANNING, FUNDING AND  
IMPLEMENTATION OF A JOINT HUMAN  
SERVICES APPLICATION AND FUNDING  
PROGRAM**

**THIS AGREEMENT FOR SERVICES** (“Agreement”) is entered into by and among the Cities of Kent, Auburn, Bellevue, Bothell, Burien, Covington, Des Moines, Federal Way, Issaquah, Kenmore, Kirkland, Mercer Island, Redmond, Renton, Sammamish, SeaTac, Shoreline, and Tukwila, Washington, hereinafter referred to as “Cities”, to provide for planning, funding and implementation of a joint human services application and funding program.

WHEREAS, the Cities engage in activities that support human service providers in King County; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in King County; and

WHEREAS, the Cities have the authority to engage in cooperative efforts that result in more efficient use of Government resources; and

WHEREAS, the Cities agree that such multi-jurisdictional cooperation is a benefit to the Cities, local human service providers, and to the citizens of their communities;

NOW THEREFORE, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

1. Purpose of Agreement. The purpose of this Agreement is to facilitate the alliance of the 18 member Cities who independently provide funding to organizations to provide critically needed human services in their communities, but jointly receive reports and applications for grant funding through one online grant subscription service and portal. The various human service programs funded by the member cities include food security, housing and homelessness prevention, health, mental health, youth services, and others.
2. Joint Participation.
  - a) Lead City. The City of Kent shall be the designated lead city (“Lead City”). The Lead City shall contract directly for and manage the online grants subscription service with Western States Arts Federation (“Vendor”). The other responsibilities of the Lead City are described in section 4.

- b) Participating City. A Participating City is a City participating in the joint online funding application portal, who is a party to this Agreement, and who is not a Lead City.

3. Funding Arrangement. The Lead City and each Participating City will jointly participate in the costs to run the online grants subscription service. The allocation of costs shall be based on population ranges of each city, as established by population estimates made by the Office of Financial Management pursuant to RCW 43.62.030. The initial allocation shall be as described in Exhibit A, attached and incorporated herein, and shall remain the same unless revised pursuant to the terms of this section 3. In the event that any City terminates its participation in this Agreement, the Lead City shall revise the allocation for the calendar year immediately following the year in which the written notice of such termination is given; provided, however, that the revised allocation shall remain in the same proportions as described in Exhibit A, and in no event shall the total sum of the revised allocations exceed the total sum of the initial allocation. Any Participating City requesting a change in allocation for reasons other than the termination of a City, as described above in this section 3, may only do so by written amendment to this Agreement, in accordance with section 12. Each Participating City shall provide its annual financial contribution to the Lead City no later than thirty (30) days after receiving invoice from the Lead City, pursuant to Section 4(a) below.

4. Responsibilities of Lead City. The Lead City has been designated to act as the fiscal and administrative agent for the Participating Cities, and the Lead City shall perform its responsibilities without the payment of any additional administrative fee, or cost to the Participating Cities beyond the funding allocation set forth in section 3 above. The responsibilities of the Lead City shall include the following:

- a) Send an invoice to each Participating City by February 15th of each year for their annual funding participation.
- b) Contract with the Vendor, and manage the performance of the online grants subscription service.
- c) For each year after the first year of this agreement, provide a projected estimate of the annual financial contribution to be made by each of the Participating Cities no later than September 30<sup>th</sup> of the preceding calendar year in which the contribution is to be made.
- d) Maintain accounts and records that properly reflect transactions related to this Agreement.

5. Duration. This Agreement shall become effective when it is approved by a majority of the Cities and shall remain in effect through December 31, 2013, with automatic extensions annually, unless terminated as described in section 6.

6. Termination.

- a) Any Participating City may terminate its participation in this Agreement without cause by giving the other Cities a thirty (30) day written notice. The terminating party shall remain fully responsible for meeting its funding

responsibilities and other obligations established by this Agreement through the end of the calendar year in which such notice is given. If at any time termination of a City results in fewer than ten Cities remaining as parties to this Agreement, then this Agreement shall automatically terminate after sixty (60) days for all remaining Cities, provided that all Cities shall remain fully responsible for funding responsibilities and other obligations established by this Agreement through the end of the calendar year in which such termination becomes effective.

- b) The Lead City may terminate its participation in this Agreement without cause by giving the other Cities a sixty (60) day written notice. The Lead City shall remain fully responsible for meeting its funding responsibilities and other obligations established by this Agreement, including administrative duties, through the end of the calendar year in which such notice is given. In the event of termination by the Lead City, the Oversight Committee shall meet no later than thirty (30) days after written notice of termination is given, to designate one of the remaining Participating Cities as the Lead City. If all the member Cities do not provide written consent of the designation made by the Oversight Committee within sixty (60) days of the Committee’s selection, then this Agreement shall immediately terminate, provided that all Cities shall remain fully responsible for funding responsibilities and other obligations established by this Agreement through the end of the calendar year in which such termination becomes effective.

7. Notices. Notices to the Cities shall be sent to the following persons:

<b>City</b>	<b>Contact</b>
Auburn	Michael Hursh, Advisor to the Mayor
Bellevue	Joseph Adriano, Human Services Grant Coordinator
Bothell	Lynda Quinn, Sr. Administrative Assistant
Burien	Lori Fleming, Management Analyst
Covington	Victoria Throm, Human Services Analyst
Des Moines	Sue Padden, Senior Center Manager
Federal Way	Jay Bennett, Community Services Manager
Issaquah	Lisa Zurhorst, Executive Assistant
Kenmore	Leslie Harris, Management Analyst
Kent	Katherin Johnson, Human Services Manager
Kirkland	Sharon Anderson, Human Services Coordinator
Mercer Island	Cynthia Goodwin, Department of Youth and Family Services Director
Redmond	Brooke Buckingham, Human Services Planner
Renton	Karen Bergsvik, Human Services Manager
Sammamish	Melonie Anderson, City Clerk
SeaTac	Colleen Brandt-Schluter, Human Services Manager
Shoreline	Rob Beem, Community Services Manager
Tukwila	Evie Boykan, Human Services Manager

The Lead City shall maintain a current list of City Contacts, and shall provide an updated Contact list to all Participating Cities annually.

8. Indemnification. Each City agrees to indemnify the other Cities from any claims arising out of the willful misconduct or negligent performance of services or duties under this Agreement, committed by such City, or the City's employees or agents.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other Cities. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9. Oversight Committee. This Agreement shall be managed by an Oversight Committee made up of six City representatives, as follows: one each from three member Cities from South King County, and one each from three member Cities in North/East King County, to be designated by the Lead City. The representative of each City shall be that person designated in section 7 of this Agreement. The Oversight Committee shall meet at least annually, no later than July 31, to discuss the terms of the Agreement and request any changes to the services provided pursuant to the Agreement. The Committee shall provide written notice of any proposed changes to all member Cities no later than August 15.

10. 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 exclusively in King County, Washington. Each party shall be responsible for its own attorney's fees and costs of suit.

11. Amendments. This Agreement may be amended, altered, changed or extended in any manner by the mutual written consent of all member Cities; provided that any member City may substitute an alternate Contact person under section 7 by providing written notice thereof to the Lead City, and provided, further, that any such substitution shall not constitute an amendment, alteration or change to this Agreement.

12. Counterparts. This document may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same effect as if all parties had all signed the same document. All counterparts, each one which shall be considered an original, together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF AUBURN

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF BELLEVUE

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF BOTHELL

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF BURIEN

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF COVINGTON

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF DES MOINES

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF FEDERAL WAY

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF ISSAQUAH

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF KENMORE

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF KENT

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF KIRKLAND

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF MERCER ISLAND

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF REDMOND

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF RENTON

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF SAMMAMISH

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF SEATAC

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF SHORELINE

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF TUKWILA

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

Exhibit A  
Fee Schedule

<b>City</b>	<b>2013 Fee</b>	<b>Population</b>
Auburn	\$750.00	63,390
Bellevue	\$1,000.00	124,600
Bothell	\$500.00	17,280
Burien	\$500.00	47,730
Covington	\$500.00	17,760
Des Moines	\$500.00	29,700
Federal Way	\$750.00	89,460
Issaquah	\$500.00	31,150
Kenmore	\$500.00	21,020
Kent	\$1,000.00	119,100
Kirkland	\$750.00	81,480
Mercer Island	\$500.00	23,154
Redmond	\$750.00	55,360
Renton	\$1,000.00	93,910
Sammamish	\$500.00	47,420
SeaTac	\$500.00	27,210
Shoreline	\$750.00	53,270
Tukwila	\$500.00	19,080
	<b>\$11,750.00</b>	

<b>Population</b>	<b>Fee</b>
0-50000	\$500.00
50000-90000	\$750.00
90000+	\$1,000.00

# SeaTac City Council


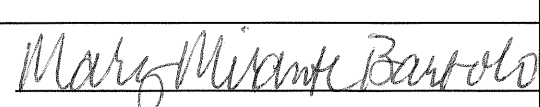


## REQUEST FOR COUNCIL ACTION

Department Prepared by: Community & Economic Development

Agenda Bill #: 3496

**TITLE:** A Motion authorizing the City Manager to execute a contract with GreenRubino to implement the Economic Development Marketing Action and Public Relations Plan for 2013.

February 20, 2013

<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 03/12/13</u>	
Ord/Res Exhibits:	
Review Dates: <u>Hotel/Motel Tax Advisory Committee 06/13/12 , 07/11/12; Budget Retreat 10/19/12; RCM 11/13/12, 12/4/12; CSS 02/26/13</u>	
Prepared By: <u>Jeff Robinson Economic Development Manager</u>	
Director: 	City Attorney: 
Finance: 	BARS #: <u>107.000.13.557.30.41.114 &amp; 001.000.99.519.90.41.000</u>
City Manager: 	Applicable Fund Name: <u>Hotel/Motel Tax &amp; General Funds</u>

MK  
1/24

**SUMMARY:** This Motion authorizes the City Manager to execute a contract with GreenRubino for the implementation of the Marketing Action Plan items approved as part of the 2013 Budget process.

**DISCUSSION / ANALYSIS / ISSUES:** This Motion facilitates execution of the marketing action plan that was jointly created by the City's Economic Development staff and GreenRubino to further the City's economic development branding strategy – "everywhere's possible". This comprehensive marketing plan will primarily target the recruitment of new business and industry, development and new private sector investment in the community. The plan was endorsed by the Hotel/Motel Tax Advisory Committee as part of the 2013 budget process. The following components are included in the 2013 scope of services:

- Public / Media Relations
- Management of annual advertising calendar
- Media Placement / Vendor Costs / Media Contingencies
- Creative Services
- Development and Dissemination of Media Releases and Photo Opportunities as warranted

**RECOMMENDATION(S):** It is recommended that the Motion be carried.

**FISCAL IMPACT:** It is anticipated the majority of the funding will come from the Hotel/Motel Tax Fund (Fund 107) from the BARS account listed above. However, GreenRubino may also provide minimal public relations services that are not related to tourism promotion, which is a requirement for the use of Hotel/Motel funds. Therefore, any expenses in which Hotel/Motel funds cannot be used will come from the General Fund.

- Total Contract: Maximum of \$95,000
- \$91,400 from Hotel/Motel Tax Fund
- \$3,600 from Non-Departmental General Fund

**ALTERNATIVE(S):** Do not carry the Motion. This would result in a discontinuation of the comprehensive marketing effort.

**ATTACHMENTS:** 1) Proposed 2013 Contract with GreenRubino

## MARKETING ACTION PLAN CONSULTANT CONTRACT

Project Description: GreenRubino will work with the City of SeaTac on the implementation of the Marketing Action Plan items recommended for 2013 to further branding and communication efforts.

THIS CONTRACT is made and entered into effective on the date upon which the last party to sign this Contract so signs the Contract, by and between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and GreenRubino hereinafter referred to as the "Consultant", on the following terms and conditions in conjunction with the project indicated above.

1. EMPLOYMENT. The City hereby agrees to retain and employ the Consultant, as an independent contractor, and the Consultant hereby agrees to serve the City pursuant to this Contract.

2. SCOPE OF SERVICES. The Consultant shall be responsible for completion of the scope of services detailed in Attachment A to this Contract.

3. TIME FOR BEGINNING AND COMPLETION. The consultant shall begin work on the first bullet under "Scope of Services" on Attachment A immediately. All work shall be completed by December 31, 2013. The established completion date may be extended at the discretion of the City, subject to a prior supplemental written agreement executed by the City to extend the established completion date.

4. PROFESSIONAL STANDARDS. The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in this community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, plans, programs and other work and materials furnished under this Contract.

5. COMPENSATION. The City shall pay the Consultant compensation for the completion of the scope of services. The total amount of compensation shall not exceed \$95,000 (including travel costs and reimbursables). The City shall only pay for actual services rendered.

6. RECORDS INSPECTION AND AUDIT. All compensation payments shall be subject to adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of account pertaining to any work performed under this Contract shall be subject to inspection and audit by the City for a period of up to three (3) years from final payment of work performed under this contract.

7. OWNERSHIP OF DOCUMENTS. All plans, programs, specifications, designs, reports, records and other documents produced during or as a result of services rendered pursuant to this Contract shall be the property of the City and shall not be property of the Consultant. Any reuse of such documents on or for any project other than that covered under this contract shall be without liability or legal exposure to the Consultant.

8. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant shall strictly abide by all local, state and federal equal employment opportunity laws and policies

relating to the establishment of non-discrimination in hiring and employment practices, and assuring the service of all clients, customers or involved members of the public without discrimination.

9. INDEMNIFICATION. The Consultant shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the Consultant, its officers, agents and employees, or any of them relating to or arising out of the performance of this Contract; and if final judgment be rendered against the City and its officers, agents and employees or any of them, or jointly against the City and the Consultant and their respective officers, agents and employees, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

The City shall indemnify and hold harmless the Consultant and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents or employees, or any of them relating to or arising out of the performance of this Contract; and if final judgment be rendered against the City and its officers, agents and employees, or any of them, or jointly against the Consultant and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same to the extent that such judgment was due to the City's negligent acts or omissions.

10. RESTRICTION AGAINST ASSIGNMENT. The Consultant shall not assign this Contract or any interest herein, subcontract any part of the consulting services to be performed here, nor assign any money due or to become due hereunder, without first obtaining the written consent of the City.

11. CONTINUATION OF PERFORMANCE. In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

12. TERMINATION OF CONTRACT. Performance of the consulting services under this Contract may be terminated for any cause deemed sufficient by either the City or the Consultant, in whole or in part, at any time, by either party giving the other written notice of such termination, specifying the extent and effective date thereof, by not sooner than thirty (30) days from date of such notice, providing that the Consultant shall complete and be compensated for any projects or duties previously assigned and accepted, and shall be compensated for all expenses incurred or committed to, that cannot be canceled.

13. CONTRACT ADMINISTRATION. This Contract shall be administered by the Principal on behalf of the Consultant and by the Economic Development Manager on behalf of the City. Any written notices required by terms of this contract shall be served or mailed as follows:

If to the City:

C.E.D. Department  
Attn: Jeff Robinson,  
Economic Development Manager  
City of SeaTac  
4800 S. 188<sup>th</sup> St  
SeaTac, WA 98188

If to the Consultant:

Michael Van Schepen  
GreenRubino  
1938 Fairview Avenue East, Suite 200  
Seattle, WA 98102

14. CONSTRUCTION AND VENUE. This Contract shall be construed in accordance with laws of this State of Washington. In the event of any litigation regarding the construction or effect of this Contract, or the rights of the parties pursuant to this Contract, it is agreed that venue shall be King County, Washington.

15. MERGER AND AMENDMENT. This Contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

CONSULTANT:

By: \_\_\_\_\_  
Principal, GreenRubino

Date: \_\_\_\_\_

CITY OF SEATAC:

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**City of SeaTac  
2013 Marketing, Communications and Public Relations  
Scope of Work**

Date: February 11, 2013

---

**OVERVIEW**

The purpose of this document is to outline the scope of work for all Marketing, Communications and Public Relations activities for the 2013 calendar year, as to be completed by GreenRubino.

Retainer cost summary:

N/A	Media – Planning, negotiation and insertion orders
\$5,000	Management of annual advertising calendar, electronic production
\$25,000	Advertising creative and messaging
\$1,000	Misc. expenses / imagery purchase
\$28,000	Media placement / vendor costs (projected)
<u>\$36,000</u>	Public Relations
<b>\$95,000</b>	<b>TOTAL</b>

**SCOPE OF WORK**

**Public Relations**

GreenRubino will continue to reinforce the City of SeaTac's key messaging through a strategic and comprehensive public relations campaign.

Maintain ongoing communications with the City Manager's team as to the needs of public relations. This includes regular phone calls and e-mails with the Economic Development Manager and active participation in meetings with the department heads to review recent initiatives and upcoming needs.

Other ongoing activities include:

- Maintain the city's media kit.
- Maintain the city's media list.
- Provide media relations counsel for crisis communications events (as needed).
- Develop and disseminate press releases and photo opportunities on a regular basis (as warranted by newsworthy events).
- Work with the regional partners to reach out to their constituents through events and newsletter articles.
- Draft speeches for city leadership (as needed).
- Write features stories for the SeaTac Report (as assigned).

Timing: Ongoing

Budget: \$3,000 per month (January through December, 2013), \$36,000 annually

Principal in charge: Hamilton McCulloh – Public Relations Director



## Advertising

### **Media Planning and Negotiation**

The media plan will provide recommendations for target audience, media selection, timing and impact. Specific tactics may include flighting, creative ad units, added value, negotiation strategy, etc.

During the planning and negotiating process, we will make recommendations for which publications are most appropriate for targeting and then negotiate rates. The final selection process will be decided by:

- Effective demographic readership target
- Ad CPM (Cost Per Thousand) cost efficiencies, best rates available
- Editorial environment applicable to city development/outreach, Washington State, Seattle Metro focus
- Added Value options (bonus space)

Print publications to be considered will include national publications.

Aggressive negotiation with vendors will ensure the best possible rates, positioning and added value opportunities. Monthly invoice audits will be performed to verify correct positioning and rates. If vendors under-deliver, we will request credits or make-goods to keep constant energy behind the media spend.

Timing: 2-3 weeks

Budget: [Activity paid for by commission for media placement]

Principal in charge: Melissa Durfee Davis – Media Director

### **Management of Annual Ad Calendar**

Provide ongoing support of print advertising campaign. Includes sizing of ads specific to publication requirements in electronic production, print traffic, and management.

Agency support tactics include:

- Build mechanical art files for specific publications
- Place all appropriate ad insertion orders
- Traffic materials as required to publications

Timing: Ongoing

Budget: \$5,000

Principal in charge: Michael Van Schepen – Senior Account Manager

### **Advertising Creative Services**

Refresh print advertising creative to keep the message fresh.

Agency services include:

- New advertising creative for up to 2 print ads with images (as required with image search, selection, purchase and color proofing/adjustments).
- Refresh content to include up-to-date messaging for current conditions (i.e. access to airport and link light rail is in service, updated services, current economic conditions, etc.)
- Up to 4 images provided in review for 2 image selects (as required to support content)
- Presentation of revised creative via PDF. Layout and messaging changes in up to 2 rounds of review.

Timing: TBD

Budget: \$25,000

Principal in charge: Michael Van Schepen – Senior Account Manager



**Media**

***Media Vendor Costs***

Cost of media will not exceed \$28,000 from the original media budget. Media vendor costs include advertising in print publications, pre-approved by the City of SeaTac. The City will pay GreenRubino for costs and expenses payable to media vendors (Media vendor costs) incurred in connection with the services at agency's gross cost including industry standard 15% commission (Media commission). Media commission covers agency fees to analyze media, negotiate most favorable rates, place media and administration.

Timing: Ongoing

Budget: \$28,000

Principle in charge: Mark DeJarnett – Media Director

***Media Contingency***

Due to decreased budgets, media contingency funds cannot be set aside for 2013 outside of the recommended plan. If additional dollars are available throughout the year, we can purchase additional media placements as opportunities arise.

**Miscellaneous Outside Costs**

The following outlines all anticipated reimbursable outside costs associated with the above services:

- Travel
- Presentation materials
- Color prints
- Color proof for advertising as required per publication
- Imagery purchase for print ad creative

Timing: Ongoing

Budget: \$1,000

Principal in charge: Michael Van Schepen – Senior Account Manager



### Timing and Cost Summary

2013 Scope of Work for all GreenRubino marketing, communications, and public relations activities.

#### **Public Relations**

<u>Timing</u>	<u>Fee Estimate</u>
Ongoing	\$36,000

#### **Advertising (Media Planning & Negotiation)**

<u>Timing</u>	<u>Fee Estimate</u>
2-3 weeks	\$N/A

#### **Advertising (Management of Annual Ad Calendar)**

<u>Timing</u>	<u>Fee Estimate</u>
Ongoing	\$5,000

#### **Advertising Creative Services**

<u>Timing</u>	<u>Fee Estimate</u>
TBD	\$25,000

#### **Advertising (Media Vendor Costs)**

<u>Timing</u>	<u>Fee Estimate</u>
Ongoing	\$28,000

#### **Miscellaneous Outside Costs**

<u>Timing</u>	<u>Fee Estimate</u>
Ongoing	\$1,000

It is understood that GreenRubino's total charges are not-to-exceed \$95,000 including travel and reimbursables.

### Assumptions

Client is responsible for collecting and conveying consolidated feedback from stakeholders as required. Additional revision rounds or deliverables other than those described will result in increased costs. Client participants to participate in kick-off meeting prior to creative development to articulate any additional requirements as needed. GreenRubino will present creative to all stakeholders. Billings will occur on a monthly basis or as select activities are completed.

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Parks

Agenda Bill #: 3493

**TITLE:** A Motion accepting the work for the installation of the Community Center gym rooftop heating units.

<i>February 20, 2013</i>	
___ Ordinance ___ Resolution <u>X</u> Motion ___ Info. Only ___ Other	
<b>Date Council Action Requested:</b>	<u>CSS 3/12/13</u>
<b>Ord/Res Exhibits:</b>	_____
<b>Review Dates:</b>	<u>RCM 2/26/13</u>
<b>Prepared By:</b>	<u>Pat Patterson/Facilities Manager</u>
<b>Director:</b>	<u><i>Kris S...</i></u> City Attorney: <u><i>Mary Miranda Barrio</i></u>
<b>Finance:</b>	<u><i>B. Ralph</i></u> BARS #: <u>301.000.04.594.73.62.002</u>
<b>City Manager:</b>	<u><i>Tom R...</i></u> Applicable Fund Name: <u>301 Municipal Capital Improvement Fund</u>

*MR*  
*PSA*

**SUMMARY:** This Motion will close out the project that allowed for the replacement of the existing heating units with newer more efficient ones.

**DISCUSSION / ANALYSIS / ISSUES:** The contractor, MCS, finished and programmed the new roof top heating units in late November. These units have successfully heated the gymnasium for more than two months. We have noticed that these units are so much better and efficient that it takes only one unit on most days to maintain the temperature in that space.

**RECOMMENDATION(S):** It is recommended that the Motion be carried.

**FISCAL IMPACT:**

Contract Amount	\$57,477.00
Change Order	\$-1,005.00
Total Contract Amount	\$56,472.00
Wash. State Sales Tax	\$5,364.84
PSE Grant Amount	\$-11,841.00
Total Project Cost	\$49,995.84

**ALTERNATIVE(S):**

1) Do not accept the work at this time.

**ATTACHMENT(S):**

None.