

ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT

BETWEEN

THE PORT OF SEATTLE AND CITY OF LAKE FOREST PARK

P-00322585

This Economic Development Partnership Agreement (the "Agreement") is made by and between the Port of Seattle (the "Port") and the City of Lake Forest Park ("Agency"), both municipal corporations of the State of Washington (each, a "Party" or, collectively, the "Parties").

RECITALS

WHEREAS, engaging in the promotion of economic development is a recognized Port purpose authorized under RCW 53.08.245; and

WHEREAS, RCW 35.21.703 similarly authorizes cities to engage in economic development programs; and

WHEREAS, RCW 53.08.240(2) permits the Port to contract with another municipality to perform such undertakings each is authorized to perform; and

WHEREAS, the Port Commission of the Port of Seattle established the Economic Development Partnership Program (the "Program"), to advance the Port's Century Agenda, promote a dramatic growth agenda, support the creation of middle class jobs and help address the lack of economic development funding for local projects; and

WHEREAS, grant funding across the region is very limited for cities that want to pursue economic development projects or initiatives, and Washington State has not had an economic development grant program for over 20 years; and

WHEREAS, the Program will provide 38 King County cities per capita funding to advance local economic development throughout the region, and requires a 50% local match by the cities that receive the grants; and

WHEREAS, the Program will help the Port advance regional economic vitality through focused partnerships with King County cities; and

WHEREAS, the Program will make grants to cities that pursue programs and projects that stimulate business development, job creation and community revitalization, such as small business development, industry retention and expansion, and other economic development projects that support new investment and job creation;

NOW, THEREFORE the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a contractual arrangement under which the Port will pay the Agency Program funds in the amount set forth on Section 2 solely for the purpose of carrying out the local initiative described in Exhibit A, attached, and incorporated hereto by this reference (the "Project"). This Agreement shall be interpreted in furtherance of this purpose.

2. Responsibilities of the Port. The Port shall contribute Twenty-Seven Thousand Three Hundred Sixty and 00/100 Dollars (\$27,360.00) (the "Grant Funds") to assist the Agency in funding the Project. The Port shall disburse the Grant Funds to the Agency no later than thirty (30) days after receipt of a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A.

3. Responsibilities of the Agency.

- 3.1 The Agency shall contribute local funds equivalent to at least fifty percent (50%) of the Grant Funds towards the Project.
- 3.2 The Agency may contract with local non-profits to complete the Project or elements of the Project; provided, that the Port shall not, under any circumstance, disburse the Grant Funds to any of the Agency's contractors or subcontractors.
- 3.3 The Agency shall complete the Project no later than December 31, 2026.
- 3.4 The Agency shall provide a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A no later than December 31, 2026.

4. Term. This Agreement shall become effective as of the date the Port executes this Agreement and shall terminate on December 31, 2026, unless earlier terminated under another provision of this Agreement.

5. Termination for Convenience. The Port may terminate this Agreement at any time for any reason, by giving the Agency thirty (30) days' written notice. In the event the Agency has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay the Agency the percentage of the Grant Funds attributable to the Agency's completed portion of the Project.

6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Agency, the Port shall be entitled, by written or oral notice to the Agency, to terminate Agreement for breach of any of the terms and to have all other rights against the Agency by reason of the Agency's breach as provided by law.

7. Waiver. Failure at any time of the Port to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the Parties

8. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

9. Indemnification and Hold Harmless Agreement. The Agency shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Agreement; *provided*, however, if and to the extent that this Agreement is construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) the Agency, its agents, or its employees, it is expressly agreed that the Agency's obligations of indemnity under

this paragraph shall be effective only to the extent of the Agency's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Agency to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

In any and all claims against the Port, by any employee of the Agency, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of this paragraph shall not be limited in any way by any limitation on the amount or type of damages compensation benefits payable by or for the Agency, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the Parties hereto that the Agency expressly waives any immunity the Agency might have had under such laws. By executing this Agreement, the Agency acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The Agency shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

10. Comply with All Laws. The Agency shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to all environmental laws, which in any manner apply to the performance of this Agreement.

11. Integration. This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the Parties and unless modified in writing by an amendment executed by the Parties, shall be implemented only as described herein.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County.

13. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the Agency and the Port.

14. No Entity Created. The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the Agency and the Port.

15. Notices.

Notices to the Port shall be sent to:

Port of Seattle
Economic Development Division
P. O. Box 1209
Seattle, WA 98111

Notices to the Agency shall be sent to:

City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

16. Audits and Retention of Records. The Agency shall retain and make all books, records and documents (the "Records") relating to the performance of this Agreement open to inspection or audit by representatives of the Port or Washington State during the term of this Agreement and for a period of not less than six (6) years after termination of the Agreement; *provided*, that if any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated, the Agency shall retain such Records until the later of

(a) resolution or completion of litigation claim or audit; or (b) six (6) years after the termination of this Agreement.

17. Amendment. This Agreement may only be amended by written agreement of the Parties.

18. Dispute Resolution. The Parties shall use their best, good faith efforts to cooperatively resolve disputes that arise in connection with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date first set forth above.

PORT OF SEATTLE

By:

Signature

Dated

CITY OF LAKE FOREST PARK

By:

Signature

Dated

EXHIBIT A

Background:

The Port of Seattle Economic Development Partnership Program is an annual, cooperative economic development program to help fund local economic development initiatives across King County. Based on a per capita calculation, King County cities (except Seattle) may each receive between \$10,000 and \$60,000 based on the city's population. The maximum grant allocation for each city, with populations between 10,000 and 60,000 people, is based on one dollar per resident. Population estimates are determined by the Washington State Office of Financial Management. The Port uses the most recent population estimates at the start of the grant cycle. Cities with populations numbering less than 10,000 people are eligible to receive grant funds up to \$10,000 and cities with populations numbering more than 60,000 people are eligible to receive grant funding up to \$60,000. Grant funds require a 50 percent match of dollars or in-kind resources. In-kind resources can only be used for up to 25 percent of the grant award amount. Cities receiving \$10,000 in Port funds may have their 50 percent match come from in-kind resources.

Project Description:

Project

Category: Buy Local/Placemaking

Project Overview/Description:

The City of Lake Forest Park (LFP) hosts annual community events to enhance and create community vitality, a goal of the City Council. The community events are to continue to create a sense of community pride with its residents and neighboring communities while engaging local businesses, the Town Center, and local parks, where people can connect and grow together while supporting economic growth in public spaces. The City would use the Port of Seattle Economic Development funds to enhance these community events like: Pack the Park 5K, LFP Green Fair/Garden Tour, Concert(s) in the Park, Art in the Park, Battle of the Bands, Picnic in the Park, Paws in the Park, etc. Enhancing these events through media promotion, digital and printed content, while also supporting local artists, sound tech engineers, local business, while bringing community together to celebrate, grow, and support each other.

SMART Goal (Specific, Measurable, Achievable, Relevant, Time-bound):

From January 2026 through December 2026, the City will work with community partners and local businesses on City sponsored events, and search for a contractor for a media package to support City sponsored community events, along with contracting with local artists, sound tech engineers, and businesses to enhance LFP's community events. Number of attendees/participants, businesses engaged, artists supported, and posts engaged through social media/webpage will be tracked.

Timelines:

January 2026 through December 2026

Project Metrics:

Number Attendees/Participants

Number of Businesses Engaged

Number of Artists Engaged

Number of Posts Engaged through Social Media and/or City Webpage

Budget

Project Name:	Project Category (Please select one of the categories provided)	Port of Seattle Funds Awarded:	City Monetary Matching Funds:	City In- kind Matching Funds:	Total Funds (Including In-Kind):
Project 1	Buy Local/Placemaking	\$27,360	\$6,840	\$6,840	\$13,680
<u>Total Funds:</u>		\$27,360	\$6,840	\$6,840	\$41,040

<u>Percentage contribution to Port Funds*:</u>			25%	25%	
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Collaboration with partners

The City of Lake Forest Park will connect with the LFP Town Center businesses and other surrounding local businesses related to each event to invite for participation hosting a booth/stand to sell or promote their business, including food trucks/tents, and artists in our surrounding communities.

Use of consultants or contractors:

The City of Lake Forest Park will contract with a media company to produce digital and print content, but has not yet picked this firm, along with a Sound Engineer/Tech and artists for events.

Equity: Provide an overview of how intended projects support economically, socially disadvantaged communities, or Women and Minority-Owned Business Enterprises (WMBE) within your city or region.

The City of Lake Forest Park will use the media campaign to promote events to bring participants in to events to economically support WMBE businesses at free events that also hosts local organizations that provide resources to socially disadvantaged communities in the area.