

**MEMORANDUM OF AGREEMENT
CONCERNING
THE SOUTHWEST KING COUNTY ECONOMIC DEVELOPMENT
INITIATIVE
BUSINESS ATTRACTION PROGRAM
2010**

This Agreement is made by and among Highline Community College and the Cities of Burien, Des Moines, Normandy Park, SeaTac, and Tukwila; King County; and the Port of Seattle; collectively, referred hereafter as the "Parties."

RECITALS

- A. The Southwest King County Economic Development Initiative (SKCEDI) has been in existence since 1998. It was formed by the cities of Burien, Des Moines, Normandy Park, SeaTac, and Tukwila, the Port of Seattle, Highline Community College and King County to further the economic development of Southwest King County. The Southwest King County Chamber of Commerce is an affiliate member of SKCEDI.
- B. In 2007, King County obtained a grant from the U.S. Economic Development Administration (EDA) in the amount of \$85,000 to produce a Business Attraction Program (BAP) through SKCEDI. This grant was increased by \$36,000 in September, 2008 and by \$100,000 in September, 2009.
- C. The goal of the BAP is to combine the resources of SKCEDI in order to attract businesses and developers to the Southwest King County subregion, with specific emphasis on businesses with goods or services to export and/or that are involved with international trade/logistics. In addition, the BAP will focus on attracting businesses and developers involved in commercial and residential real estate.

AGREEMENT

1. Matching funds for the EDA grant to be used for production of the BAP in 2010 are to be derived from the contributions of Burien, Des Moines, Normandy Park, SeaTac, Tukwila, and the Port of Seattle in the amount of \$7,500 per partner per year for a total of \$45,000 per year. King County and Highline Community College are providing in-kind contributions that may include staff participation and input for the BAP.
2. The SKCEDI Executive Committee will be responsible for approving the final Business Attraction Plan. The development of the Plan will be reviewed by the SKCEDI Steering Committee on a regular basis. A Program Coordinator will be responsible for guiding the production of the Plan and for reporting on its progress to both the Executive and Steering Committees.
3. All BAP matching funds will be administered by Highline Community College for the purpose of developing and implementing BAP activities.
4. Highline Community College will establish an account to pay for authorized uses of the matching funds.
5. Authorized uses of the funds include, but are not limited to, the following:
 - Hiring a website designer to update the interactive website for the Seattle Southside Business Attraction Program.
 - Hiring a video production firm for production of videos related to Seattle Southside for business attraction purposes.
 - The associated costs for advertisements of the BAP in trade publications, local business journals, and other relevant publications.
 - The associated costs for implementing strategic sponsorships and/or trade show participation with relevant industry trade organizations.
 - The associated costs of developing and implementing special BAP events. Costs to cover include venue and food, advertising, speaker fees, supplies and materials, and miscellaneous items.
 - The associated costs of implementing a tour of SKCEDI-area sites to businesses and developers including marketing, shuttle buses, refreshments and/or meals.
 - Other activities related to business development, attraction, and retention in the Seattle Southside region.
6. Highline Community College and the BAP Coordinator will provide a report on the uses of the contributed funds at the monthly Steering Committee meetings.
7. Other cities and counties of the state of Washington may become parties to this Agreement as long as they agree to abide by all the terms and conditions of the Agreement. Incorporation of another city or county into this Agreement requires

the approval of Highline Community College but does not require the written consent of any other city or county currently a party to the Agreement.

8. Nothing contained herein is intended to, nor shall be construed to, create any rights in any person or entity not a signatory to this Agreement, or to form the basis for any liability on the part of the Parties, or their officials, employees, agents or representatives, to any person or entity not a signatory to this agreement.
9. This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
10. This Agreement may be amended only by an instrument in writing, duly executed by all Parties except as allowed under provision 7 of this Agreement.
11. This Agreement shall be automatically renewed each year after December 31 for a maximum term of three years contingent on the availability of funds by all Parties unless amended as stipulated in Section 10, above.
12. The BAP grant from the U.S. Economic Development Administration will be used to cover staff salaries and benefits and related program expenses.
13. If any matching funds remain after completion of the Business Attraction Plan and implementation of the Plan, the Parties signing this agreement will determine the distribution of said funds.
14. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one complete document.

In witness whereof, the Parties have entered into this Agreement effective as of the date last written below.

HIGHLINE COMMUNITY
COLLEGE

By: Jan [Signature]

Printed Name: Jamer Payton

Title: Economic Development
Programs Coord.

Date: 6/21/10

CITY OF BURIEN

By: _____

Printed Name: _____

Title: _____

Date: _____

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HIGHLINE COMMUNITY
COLLEGE

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF BURIEN

By: *Mike Martin*

Printed Name: Mike Martin

Title: City Manager

Date: 8-6-10

CITY OF DES MOINES

By: 

Printed Name: Anthony A Paszek

Title: City Manager

Date: 3/13/10

AS AUTHORIZED BY DES MOINES CITY COUNCIL IN OPEN PUBLIC MEETING ON 3/11/10

CITY OF NORMANDY PARK

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SEATAC

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF TUKWILA

By: _____

Printed Name: _____

Title: _____

Date: _____

KING COUNTY

By: _____

Printed Name: _____

Title: _____

Date: _____

PORT OF SEATTLE

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF DES MOINES

By: _____

Printed Name: _____

Title: _____

Date: _____

KING COUNTY

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF NORMANDY PARK

By: *Douglas Schulze*

Printed Name: Douglas Schulze

Title: City Manager

Date: 3/1/10

PORT OF SEATTLE

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SEATAC

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF TUKWILA

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF DES MOINES

By: _____

Printed Name: _____

Title: _____

Date: _____

KING COUNTY

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF NORMANDY PARK

By: _____

Printed Name: _____

Title: _____

Date: _____

PORT OF SEATTLE

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SEATAC

By: Todd Cutts

Printed Name: Todd Cutts

Title: Interim City Manager

Date: 3/16/12

Approved as to Form:

[Signature]

CITY OF TUKWILA

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF DES MOINES

By: _____

Printed Name: _____

Title: _____

Date: _____

KING COUNTY

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF NORMANDY PARK

By: _____

Printed Name: _____

Title: _____

Date: _____

PORT OF SEATTLE

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SEATAC

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF TUKWILA

By: Jim Haggerton

Printed Name: Jim Haggerton

Title: Mayor

Date: 3-8-10

DCS
3-1-10 3/2/10

CITY OF DES MOINES

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF NORMANDY PARK

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SEATAC

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF TUKWILA

By: _____

Printed Name: _____

Title: _____

Date: _____

KING COUNTY

By: *Julia Patterson*

Printed Name: Julia Patterson

Title: KC Council District 5

Date: 7/19/2016

PORT OF SEATTLE

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF DES MOINES

By: _____

Printed Name: _____

Title: _____

Date: _____

KING COUNTY

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF NORMANDY PARK

By: _____

Printed Name: _____

Title: _____

Date: _____

PORT OF SEATTLE

By: 

Printed Name: YOSHITANI

Title: CEO

Date: 7/27/10

CITY OF SEATAC

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF TUKWILA

By: _____

Printed Name: _____

Title: _____

Date: _____