

GRANITE FALLS CHAMBER OF COMMERCE AGREEMENT AUGUST 2020

THIS AGREEMENT ("Agreement") is entered into this 5th day of August, 2020, by and between the City of Granite Falls, a municipal corporation of the State of Washington (the "City"), and the Granite Falls Chamber of Commerce (the "GFCC"), a nonprofit entity organized under the laws of Washington State.

WHEREAS, the Granite Falls Chamber of Commerce (GFCC) is a non-profit entity that supports local businesses and manages a range of Civic events within the City annually; and

WHEREAS, the GFCC provides a valuable community benefit, including the facilitation and funding of public community events for citizens of all ages in the City; and

WHEREAS, the events organized and managed by the GFCC also attract visitors to the Granite Falls community, which benefits the local economy; and

WHEREAS, the Parks and Recreation Commission established by Chapter 2.28 GFMC has not been implemented and the GFCC has served in the de facto Commission as to community events;

WHEREAS, the City wishes to provide for the continuation of these valuable community benefits and the community events;

NOW, THEREFORE, IT IS AGREED BETWEEN BOTH PARTIES AS FOLLOWS:

1. **SERVICES:** In exchange for City's payment, the GFCC agrees to provide the following services:
 - a. The GFCC will be available to the public and manage a website for the benefit of citizens and local business owners for community promotion, in particular as to community events.
 - b. The GFCC will provide funding and management for the following reoccurring community events: Railroad Days, Show N Shine Car Show, Frightening Falls Halloween, Holiday Tree Lighting, Look What's Local, the Farmer's Market, and other related community events open to the public free of charge.
 - c. The GFCC will, consistent with its means and programs, provide all the necessary amenities for public use at these events.
 - d. The GFCC will coordinate with City staff prior to the scheduled date of these events as needed to insure that all proper permits, safety and security measures are in place and approved by the City prior to holding the events.
 - e. GFCC shall provide the City with an annual membership to their organization equivalent to the membership level associated with the annual monetary compensation provided by the City in section 2 of this agreement.

2. TERM OF AGREEMENT: The term of this Agreement shall commence upon execution of the Agreement, and expire on December 31, 2020 and automatically renew each year unless terminated by either party in accordance with paragraph 5 below.

3. COMPENSATION AND MANNER OF PAYMENT: In consideration for said services rendered under this Agreement, the City shall pay a one-time sum annually of Two Thousand Dollars (\$ 2,000) to the GFCC that shall be established in the City's annual budget. If funds are not appropriated in the City's annual budget for this payment, this Agreement shall automatically terminate as of December 31, of the then year.

4. REPORTS AND ACCOUNTING: The GFCC shall maintain records in accordance with the generally accepted accounting principles for receipt, keeping, and expenditure of amounts received under this Agreement. Quarterly reports shall detail the services provided by the GFCC. In addition to its quarterly reports, the GFCC shall provide a complete accounting of use of the amounts paid under this Agreement upon the request by the City of Granite Falls. Such complete accounting shall be provided within thirty (30) days after it is requested, and the GFCC agrees to make its records and accounts available for inspection by the City of Granite Falls.

5. PUBLIC RECORDS. All GFCC records related to funds received or services or performance under this Agreement shall be public records. GFCC shall fully cooperate with City to respond to any public record request received by City.

5. TERMINATION: This Agreement shall automatically terminate as specified in paragraph 3 above. In addition, this Agreement may also be terminated by either party upon ten (10) calendar days written notice of termination to the other party.

6. RELATIONSHIP OF THE PARTIES: The GFCC in the performance of its services under this Agreement shall be an independent Agreement or, and its employees shall not be considered as employees, agents or representatives of the City. The GFCC shall have no authority to bind the City of Granite Falls to any contract or agreement. The GFCC shall not represent any person or entity that the GFCC possesses authority to act on behalf of the City of Granite Falls.

7. DEFENSE & INDEMNIFICATION:

- a. The GFCC shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the services performed or to be performed under this Agreement by the GFCC and/or its directors, officers, agents, employees, and/or consultants to the fullest extent permitted by law and subject to the limitations provided below, including but not limited to indemnifying and refunding to the City any money provided by the City to the GFCC under this Agreement in the event that this Agreement is found to be invalid and/or void and/or

in the event that the Washington State Auditor's Office opines and/or indicates that the expenditure of funds under this Agreement was improper.

- b. The GFCC's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City or its elected officials, agents, officers and/or employees.
- c. The GFCC's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the GFCC and/or its directors, officers, agents, employees, and/or consultants, shall apply only to the extent of negligence of GFCC and/or its directors, officers, agents, employees, and/or consultants.
- d. Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.
- e. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. **INSURANCE:** The GFCC shall maintain general liability and other insurance coverage in such amounts and on such terms as set forth in Attachment A. The GFCC shall maintain this coverage throughout the term of this Agreement and shall provide proof of coverage upon request by the City.

8. **DISCRIMINATION:** The GFCC shall operate and provide services under this Agreement in a nondiscriminatory manner in accordance with any and all applicable federal, state and local laws and regulations.

9. **COMPLIANCE WITH LAW:** The GFCC shall comply with all federal, state and local laws and ordinances applicable to the services to be provided under this Agreement.

10. **ENTIRE AGREEMENT:** The parties agree that this Agreement is the complete expression of terms that define the relationship between them. Any oral representations or understandings not incorporated herein are excluded.

11. **AMENDMENT:** This Agreement may only be amended by the mutual written agreement of the parties. All agreements shall be signed by both parties and attached to this Agreement.

12. **NONWAIVER:** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

13. **FAIR MEANING:** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

15. **VENUE:** it is hereby stipulated and agreed that all actions arising from the performance and/or interpretation of this Agreement shall be subject to the venue and jurisdiction of the Snohomish County Superior Court.

16. **AUTHORITY:** The person executing this Agreement on behalf of the GFCC represents and warrants that he or she has been fully authorized by GFCC to execute this Agreement on its behalf and to legally bind GFCC to all the terms, performances and provisions of this Agreement. The person executing this Agreement on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Agreement on its behalf and to legally bind the City to all the terms, performances and provisions of this Agreement.

17. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

CITY OF GRANITE FALLS



Brent Kirk, City Manager

GRANITE FALLS CHAMBER OF COMMERCE

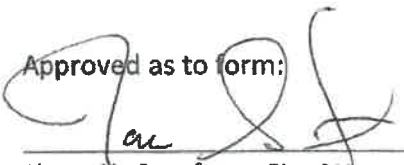


Signature of Authorized Representative
Joshua Vondertzen
Print Name
Title: President of Chamber

Attest:



Darla Reese, City Clerk

Approved as to form:


Thom H. Graafstra, City Attorney