

RESOLUTION NO. 2019-11

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE AGREEMENT FOR PROMOTIONAL SERVICES BETWEEN THE CITY OF BENTON CITY AND BENTON CITY LIONS CLUB

WHEREAS, the City Council has determined that it is a benefit to the citizens of the City to participate in the celebrations of the Fourth of July at events within the City providing not only recreation for its citizens, but also economic benefit to local businesses as well as the City; and

WHEREAS, the Benton City Lions Club has committed to conduct these celebrations and provide promotional services to the City upon the City's financial participation; and

WHEREAS, the obligations and requirements between the Benton City Lions Club and the City of Benton City are set forth in a written Agreement for Promotional Services; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Agreement for Promotional Services between the City of Benton City and the Benton City Lions Club, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required to complete this transaction.

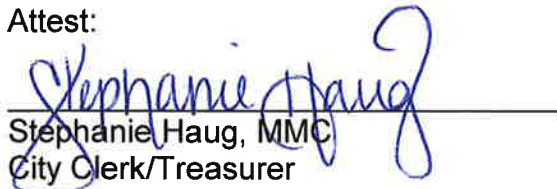
ADOPTED this 4th day of June, 2019, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 4th day of June, 2019.

Resolution 2019-11 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 4th day of June, 2019.




Linda Lehman, Mayor

Attest:



Stephanie Haug, MMC
City Clerk/Treasurer

Approved as to Form:



Kerr Ferguson Law, PLLC
City Attorney

**AGREEMENT FOR PROMOTIONAL SERVICES
BETWEEN
CITY OF BENTON CITY AND BENTON CITY LIONS CLUB**

THIS AGREEMENT is entered into this 14 day of June 2019, by and between the City of Benton City, Washington, a Municipal Corporation (hereinafter referred to as "City") and the Benton City Lions Club, a nonprofit Washington Corporation (hereinafter referred to as "BCLC").

WHEREAS, the City Council has determined that it is a benefit to the citizens of the City to participate in the celebrations of the Fourth of July at events within the City providing not only recreation for its citizens, but also economic benefit to local businesses as well as the City; and

WHEREAS, BCLC has committed to conduct these celebrations and provide promotional services to the City upon the City's financial participation.

NOW, THEREFORE, in consideration of the mutual covenants provided herein and other valuable considerations, the Parties agree as follows:

**SECTION I
SERVICES TO BE PROVIDED BY BCLC**

BCLC shall:

- A. Designate on all promotional materials that City is a sponsor of the event and display an advertising banner for City at the fireworks display.
- B. Purchase and display, for the citizens of Benton City and the public, fireworks at the fireworks display during the Fourth of July 2019 celebration at the Benton City Lions Club Field of Dreams, 1100 Ellen Avenue, Benton City, Washington.

**SECTION II
SERVICES TO BE PROVIDED BY CITY**

City shall pay to BCLC the sum of FIVETHOUSAND DOLLARS and 00/100 (\$5,000.00) for the services provided above upon invoice for services performed.

**SECTION III
INDEMNIFICATION**

BCLC shall defend, indemnify and hold the City, its officers, employees, officials and volunteers harmless from any and all claims, judgments, damages, causes of action, or penalties resulting from the City's participation in this Agreement and/or the activity conducted by BCLC described in Section I above. This duty to defend, indemnify and hold harmless shall survive termination of this agreement.

Such indemnification shall be secured by a policy of general commercial insurance (which includes coverage for special events including the fireworks display) provided by *BCLC* and naming the *City* as an additional insured thereunder with the policy limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

SECTION IV RECORDS

BCLC shall keep and provide to the *City* copies of any and all records, receipts and other proof of expenditures incurred in the performance of this Agreement subject to initial examination by the *City* and/or State Auditor for a period of three (3) years. *BCLC* shall on or before August 31, 2019, provide the *City* with a report showing a summary of the expenditures and verifying that the *City* funds utilized in this Agreement were used solely for the purpose as provide in Section I above.

SECTION V TERM

This Agreement is solely for the purpose of conducting the events identified in Section I. It shall commence on the date of execution below and terminate, except for indemnification under Section III and the reporting provisions required in Section IV above, on August 31, 2019.

SECTION VI RELATIONSHIP OF THE PARTIES

In the performance of the services provided in Section I above, *BCLC* is an independent contractor and nothing herein shall be construed to create a partnership, joint venture, or create any agency capacity of *BCLC* as an agent of the *City*.

SECTION VII GENERAL PROVISIONS

For the purpose of this Agreement, time is of the essence. In the event of a dispute, the Parties shall meet in a good faith effort to resolve the dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo. Venue shall be placed in Benton County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be awarded its reasonable attorney fees and costs as additional judgment against the other.

DATED this 14 day of June, 2019.

CITY OF BENTON CITY

By: 
Linda Lehman, Mayor

ATTEST: 
Stephanie Haug, MMC
City Clerk/Treasurer

BENTON CITY LIONS CLUB

By: 
Lions Club President

ATTEST: 
Lions Club Secretary

APPROVED AS TO FORM:


Kerr Ferguson Law PLLC, City Attorney