

RESOLUTION NO. 2013-13

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:

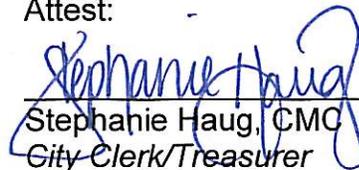
That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the original Agreement for Promotional Services Between the City of Benton City and the Benton City Lions Club, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and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

ADOPTED this 18 day of June, 2013, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 18 day of June, 2013.

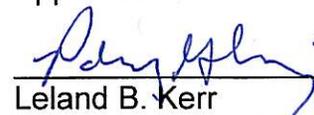
Resolution 2013-13 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 18 day of June, 2013.


Lloyd R. Carnahan
Mayor

Attest:


Stephanie Haug, CMC
City Clerk/Treasurer

Approved as to Form:

 #39345
Leland B. Kerr
City Attorney

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

THIS AGREEMENT is entered into this 18 day of June, 2013, 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 all promotional materials of the *City* as 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 2013 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 four thousand two hundred dollars (\$4,200.00) 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 from the *City's* participation in this Agreement and 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 commercial general insurance (which includes coverage for special events including fireworks display) provided by *BCLC* and naming the *City* as an additional insured there under with the policy limits not less than one million dollars (\$1,000,000.00).

**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, 2013, 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, 2013.

**SECTION VI
RELATIONSHIP OF THE PARTIES**

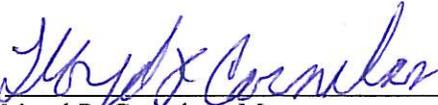
In the performance of the services provided in Section I above, *BCLC* is an independent contractor and nothing herein shall be construed to create a partnership, joint venture, or create any agency capacity of *BCLC* as an agent of the *City*.

**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. If the Parties are unable to resolve the dispute, 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 18 day of June, 2013.

CITY OF BENTON CITY

By: 
Lloyd R. Carnahan, Mayor

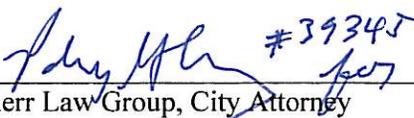
BENTON CITY LIONS CLUB

By: 
Wendy Davis, President

ATTEST: 
Stephanie Haug, City Clerk-Treasurer

ATTEST: 
Judy Riggers, Secretary

APPROVED AS TO FORM:

 #39345
Kerr Law Group, City Attorney