

YEAR 2019 FINANCIAL ASSISTANCE AGREEMENT

Between

CITY OF BLAINE, WASHINGTON

And

BLAINE ATHLETIC BOOSTER CLUB

THE CITY OF BLAINE, a municipal corporation of the State of Washington (hereinafter the "City"), with offices at 435 Martin St., Suite 3000, Blaine Washington 98230, and **BLAINE ATHLETIC BOOSTER CLUB**, a Non-Profit Corporation, (hereinafter the "Recipient"). The parties, in consideration of the mutual covenants herein, do agree as follows:

1. **PURPOSE.** The Agreement sets out the terms of financial assistance provided by the City to the Recipient to assist the latter in providing the services to the City as identified on **Exhibit A**, attached hereto and incorporated herein by the reference.

2. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2019, through December 31, 2019.

3. **LIAISON.** The City's Project Manager for this Agreement is the Blaine City Manager. The Recipient's responsible person is Cliff Freeman, President, PO Box 152, Blaine, WA 98231.

4. **SCOPE OF WORK.** See Attached **Exhibit A**, incorporated herein by this reference.

5. **FUNDS PROVIDED AND METHOD OF PAYMENT.**

A. The City has budgeted a total of One Thousand and 00/100 Dollars (\$1,000.00) in 2019, for the services described in **Exhibit A**.

B. The City Agrees to financially assist the Recipient only for activities specified in **Exhibit A**. The parties agree that if Hotel/Motel tax funds are used to finance all or part of this Contract, the use of those funds shall be limited to uses authorized by the Revised Code of Washington 67.28.1816.

C. Payment shall be based on a properly executed voucher request, including copies of substantiating documentation, submitted during the annual grant period ending December 31, 2019. Payment will be made either on a reimbursement basis to the Recipient or directly to outside Vendors. The City will make payment to the Vendor or Recipient no more than thirty (30) days after said voucher request is received and approved by the City. No final

payment shall be made until all activities of the Recipient have been reviewed and approved by the City.

6. **CHANGE IN SCOPE OF SERVICES.** Changes to the Scope of Services (Exhibit A) shall require prior written authorization. Approved Modifications shall be attached hereto and shall be approved in the same manner as this Agreement.

7. **ACCOUNTING AND AUDIT.** The Recipient agrees to keep records of all financial matters pertaining to this Agreement. The financial records shall be made available to representative of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

8. **LIABILITY AND INSURANCE.** The Recipient agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Recipient, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of parties. Recipient will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A.	Workers Compensation	Statutory Amount
B.	Broad Form Comprehensive General Liability	\$2,000,000.

An insurance certificate showing the foregoing will be submitted to the City for approval at least annually.

9. **COMPLIANCE WITH LOCAL LAWS.** The Recipient shall be duly licensed and shall comply with all applicable laws, ordinances and codes of federal, state and local governments, specifically, but not limited to RCW 67.28, as adopted and amended.

10. **NONDISCRIMINATION.** Recipient shall not discriminate in employment or services to the public on the basis of sex, race, color, creed, national origin, marital status, physical, mental or sensory handicap except any employment action based on a bona fide occupational qualification.

11. **TERMINATION; REDUCTION IN FUNDING.**

A. The City may terminate this agreement in whole, or in part, at any time before its expiration, whenever it is determined that the Recipient has failed to comply with the conditions of this agreement. Notice of termination shall be in writing.

B. This Agreement is subject to the availability of funds to carry out the service described herein. The City, at its discretion, shall determine whether there are funds

sufficient to pay for the service contracted for. Should the City determine that funds are not adequate, the recipient shall be given written notice which shall describe the budget amendments proposed. In no instance shall the City not fund eligible costs incurred up to the date of the written notice. The City shall make every effort to work with the Recipients to that services can be modified or eliminated in an orderly manner.

C. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, due to City budgetary constraints and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement, in whole, notwithstanding any other termination of this Agreement. Termination under this section shall be effective upon receipt of written notice thereof.

D. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

12. **ASSIGNMENT.** Neither Party shall assign or delegate any or all interest in this Agreement without first obtaining the written consent of the other party.

13. **VENUE STIPULATION.** This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

14. **STATUS OF RECIPIENT.** Neither Recipient nor personnel employed by the Recipient shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Recipient shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker compensation, insurance, payroll deductions and all related costs.

15. **REPORTS.** The Recipient shall be responsible for providing periodic reports as may be required by the City and shall permit periodic inspection of its records by a representative of the City. In addition, the Recipient shall complete an annual Lodging Tax

Expenditure Form for festivals, events, and tourism related facilities reporting the actual number of travelers generated from the event during the calendar year for 2019. The completed report is to be submitted to the City of Blaine within fourteen (14) days of the last day of the event or activity.

16. **SPONSOR.** All written material and publicity for the project shall recognize the City's participation as a sponsor. Where appropriate, the City's Logo shall be displayed.

17. **INTEGRATION.** This document contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Agreement, which have not been reduced to writing herein. No oral promises or representations or commitments have been made by the other as a basis for this Agreement, which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement and executed with all legal formalities.

18. **SEVERABILITY.** If any provision of this Agreement shall be deemed to be null and void or unenforceable by the action of a court of law, such provision shall be severable and not affect the balance of this Agreement, which shall remain in full force and effect.

EXECUTED this 6th day of September, 2019, for the Recipient.

RECIPIENT:

By: Sean Jones

Title: Booster Club Board, Athletic Director

EXECUTED this 18th day of September, 2019, for the City of Blaine

CITY OF BLAINE, WASHINGTON

By: Michael Jones

Michael Jones, City Manager

Samuel Crawford, Acting City Manager

ATTEST:

Samuel Crawford
City Clerk/Assistant to the City Manager

Jeffrey Lazenby
Finance Director

**CITY OF BLAINE
BELLINGHAM WHATCOM TOURISM**

EXHIBIT A – SCOPE

- 1. Design and Fabrication of a Street Banner for H Street Banner Pole to promote the Blaine Athletic Hall of Fame annual event.**

\$1,000.00

The source of the funds for the above-referenced events shall be Hotel/Motel taxes and the funds shall only be used for the marketing and operations of special events and festivals and to support the operations and capital expenditures of tourism-related facilities owned by nonprofit organizations, as described by RCW 67.28.1816, designed to attract tourists to the City of Blaine.