

AGREEMENT

THIS AGREEMENT is entered into this date by and between the LEAVENWORTH AREA CHAMBER OF COMMERCE a Washington non-profit organization (the "CHAMBER") and the CITY OF LEAVENWORTH, a Washington municipal corporation (the "City"), sometimes collectively referred to as the "Parties".

RECITALS

- A. The Parties desires to pursue a parking study, assessment, and investment analysis for the City of Leavenworth, Chelan County (the "Project"). The Project represents a commitment of resources toward enhancing the vitality of the area, expansion of economic and employment opportunities, and promotion of tourism, together with increased local revenues.
- B. The City, the Chamber and the Chelan County Port have agreed to share the costs of the Parking Study with a total cost of \$56,322. The Chelan County Port has committed to a contribution of \$30,000. The City and Chamber to split the remaining costs.
- C. The City has requested and the CHAMBER agrees to contribute \$13,161 toward the parking study, assessment, and investment analysis for the Project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Incorporation.** The Recitals set forth above are by this reference incorporated into this Agreement and are binding commitments and representations of the Parties.
2. **Administration; Consultant Selection.** The City shall be the lead agency and be responsible for administering the Project and selection of a consultant to complete the scope of work approved as set forth in Section 2.1, below.
 - 2.1. The Parties agreed to and have created a Review Committee (the "Committee") which includes the Leavenworth Economic Development Committee and up to three (3) individuals appointed by the Chamber. The Chelan County Port also has representation on the Review Committee. In the future the CHAMBER and City may provide staff to support the study's progress and the Committee (the staff will be non-voting).
 - 2.2. The City has followed its consultant selection process and desires to hire Rick Williams Consulting as the consultant for the Project. The Committee has met with Mr. Rick Williams and has made recommendations and assisted the City in developing the scope of work to be incorporated into the contract between the consultant and the City.
 - 2.3. It is anticipated that there will be a draft or interim report prepared by the consultant, which shall be provided to the Committee members. The Committee members shall timely discuss a comprehensive list of comments to the consultant in response to the draft report. The Committee agrees to meet or discuss the progress of the Project at any time upon the request of either Party. All written communications between the City and the

selected consultant shall be available to the CHAMBER upon request. The CHAMBER shall have an opportunity to review and provide comment on a final draft of the report prior to acceptance of the final report by the City pursuant to the contract with the consultant; provided, however, that the ultimate decision whether to accept the final report as complete shall be made by the City.

3. **Payment.** The Chamber will pay the City up to \$13,161 toward the Project, subject to the following terms and conditions: within thirty (30) days of the CHAMBER's receipt of supporting documentation, satisfactory to the CHAMBER (including a copy of the parking study, assessment, and investment analysis prepared by the consultant approved by the Parties), the CHAMBER will make payment to the City. As part of the supporting documentation, the City shall provide to the CHAMBER an itemization of consultant time and invoices relating to the study. It is the intent of the Parties that the CHAMBER contribution be used to pay actual out-of-pocket expenses incurred with the consultant retained by the City to prepare the feasibility and investment study. The Parties agree that the contribution by the CHAMBER shall not be used to pay for employees of the City or administration and oversight by the City. The CHAMBER's financial commitment is limited to \$13,161. The CHAMBER shall have no obligation for costs in excess of the financial contributions and commitments toward the Project and the City agrees to indemnify and hold the CHAMBER harmless from and against any claims in this regard.
4. **Rights in Final Report.** The City shall own the final report, provided, however that the CHAMBER shall have an irrevocable license and right to use the final report and the information contained therein prepared by the selected consultant without restriction or charge.
5. **Termination.** This Agreement shall terminate on the earlier of March 31, 2018, or upon the CHAMBER's payment to the City pursuant to Section 3, above, which payment shall not exceed \$13,161 whichever occurs first.
6. **Powers.** The Parties warrant that each holds the power, authority and/or authorization as required by applicable law to enter into this Agreement.
7. **Severability.** In the event that any provision in this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.
8. **Applicable Law; Recording-Public records.** This Agreement shall be governed by the laws of the state of Washington, and the venue of any dispute under this Agreement shall be in Chelan County. Each Party shall be responsible for the costs of electronically posting this Agreement on their respective websites. The parties agree that this Agreement and all records related to the project are public records and the Chamber agrees to fully cooperate to respond in the event of a public records request.
9. **No Entity Created.** The Parties agree that there is no separate organization or administrative entity created or necessitated by this Agreement. Nothing herein shall be deemed the creation of a partnership or similar entity between the Parties.
10. **Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.
11. **Notice.** Any notice required by this Agreement shall be sent to:

Leavenworth Area Chamber of Commerce
P.O. Box 327
Leavenworth, WA 98826
Attn: Nancy Smith

City of Leavenworth
P.O. Box 287
Leavenworth, WA 98826
Attn: Joel Walinski

12. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the CHAMBER regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be altered, amended or modified in any way unless such modification, alteration or amendment is reduced to writing, mutually agreed upon and signed by both Parties. The "effective date of this Agreement" shall be deemed to be the date of the last signature set forth below.

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year written below.

LEAVENWORTH AREA
CHAMBER OF COMMERCE

CITY OF LEAVENWORTH

By: Paula Helsel
Paula Helsel, President

By: Cheryl K. Farivar
Mayor Cheryl K. Farivar

Dated: 6/28/17

Date: June 27, 2017

Agreed as to Form:

Thom Graafstra
Thom Graafstra, City Attorney