

GRANITE FALLS HISTORICAL SOCIETY MUSEUM AGREEMENT 2014

THIS AGREEMENT ("Agreement") is entered into this 27th day of December, 2013, by and between the City of Granite Falls, a municipal corporation of the State of Washington (the "City"), and the Granite Falls Historical Society (the "Historical Society"), a nonprofit entity organized under the laws of Washington State.

WHEREAS, the Historical Society maintains a museum facility ("Museum") at 109 East Union Avenue, Granite Falls, Washington; and

WHEREAS, the Historical Society provides a valuable community benefit, including preservation of the history of the City and its environs, curation of valuable public and private records, visitor information, and thereby tourist and economic development promotion; and

WHEREAS, the City wishes to provide for the continuation of these valuable community benefits.

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

1. SERVICES: In exchange for City's payment, the Historical Society agrees to provide the following services:
 - a. The Historical Society shall keep the Museum open to the public and properly staffed a minimum of 5 hours per week, 12 months of the year. The Historical Society agrees to post telephone numbers that can be used to arrange for special visits outside of the Museum's normal operating hours. On or before December 31, 2013, the Historical Society shall provide to City a schedule of the Museum's open hours showing the facility to be open the required hours.
 - b. The Historical Society shall promote the Museum to schools and community groups and to be open such additional dates and times to educational tours and events throughout the year.
 - c. The Historical Society shall provide a location in the Museum for the placement of tourist or visitor information. Said location shall consist at a minimum of a rack or racks to contain brochures or pamphlets about tourist sites, locations and services in the Granite Falls area. A Museum staff person shall be familiar with the available information and shall respond to visitor and tourist requests for information.
 - d. Restrooms within the Museum shall be available to members of the public visiting the Museum.
 - e. The Historical Society shall maintain and preserve a collection of materials and information at the Museum concerning the history of Granite Falls and surrounding areas. Historical records shall be available for City inspection and copying at cost.

2. TERM OF AGREEMENT: The term of this Agreement shall commence upon execution of the Agreement, and expire on December 31, 2014 and automatically renew each year.

3. COMPENSATION AND MANNER OF PAYMENT: In consideration for said services rendered under this Agreement, the City shall pay a one-time sum of seven hundred and fifty dollars (\$750) to the Historical Society that shall be as established in the City's Annual Budget.

4. REPORTS AND ACCOUNTING: The Historical Society shall maintain records in accordance with the generally accepted accounting principles for receipt, keeping, and expenditure of amounts received under this Agreement. Reports shall detail the services provided by the Historical Society. In addition to its quarterly reports, the Historical Society 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 Historical Society agrees to make its records and accounts available for inspection by the City of Granite Falls.

5. TERMINATION: This Agreement shall automatically terminate upon expiration of the term specified in Section 2. 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 Historical Society 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 Historical Society shall have no authority to bind the City of Granite Falls to any contract or agreement. The Historical Society shall not represent any person or entity that the Historical Society possesses authority to act on behalf of the City of Granite Falls.

7. DEFENSE & INDEMNIFICATION:

- a. The Historical Society 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 Historical Society 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 Historical Society 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 Historical Society'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 Historical Society'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 Historical Society and/or its directors, officers, agents, employees, and/or consultants, shall apply only to the extent of negligence of Historical Society 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 Historical Society shall maintain general liability and other insurance coverage in such amounts and on such terms as set forth in Attachment A. The Historical Society shall maintain this coverage throughout the term of this Agreement and shall provide proof of coverage upon request by the City.
8. **DISCRIMINATION:** The Historical Society shall maintain and operate the Museum 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 Historical Society 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 Historical Society represents and warrants that he or she has been fully authorized by Historical Society to execute this Agreement on its behalf and to legally bind Historical Society 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.

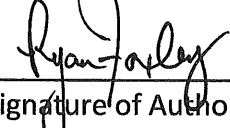
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

CITY OF GRANITE FALLS



Sheikh Haroon Saleem, Mayor

GRANITE FALLS HISTORICAL SOCIETY



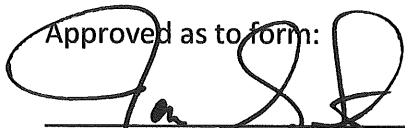
Signature of Authorized Representative
Title: President - GFHS

Attest:



Darla Reese, City Clerk

Approved as to form:



Thomas H. Graafstra, City Attorney