



LODGING TAX GRANT AGREEMENT

This Lodging Tax Grant Agreement (this “**Agreement**”) is effective as of the date last signature below and is between the City of Everett, a Washington municipal corporation (the “**City**”), and the Grant Recipient identified in the Basic Provisions below (“**Grant Recipient**”). This Agreement includes the Basic Provisions and attached General Provisions. The City and Grant Recipient agree as follows:

BASIC PROVISIONS	
Award Year	2024
Grant Recipient	Evergreen Arboretum and Gardens
	PO Box 13014
	Everett, WA 98206
	contactus@evergreenarboretum.com
Work Completion Date	December 31, 2024
Grant Amount	\$16,000
City Project Manager	Tyler Chism
	City of Everett – Economic Development
	2930 Wetmore Ave
	Everett, WA 98201
	tchism@Everettwa.gov

BASIC PROVISIONS	
AmpliFund	<p>AmpliFund is the City’s online Grant Management Software program for grant management, payment submission, accomplishment tracking, and additional responsibilities from Grant Recipient as needed for City monitoring.</p> <p>Grant Recipient agrees to maintain an active user registration for the subrecipient AmpliFund award portal and take all other actions necessary for Grant Recipient to implement this Agreement with AmpliFund. If Grant Recipient does not comply with this for any reason, the City may refuse to make reimbursement payments until Grant Recipient is in full compliance. All items for reimbursement, including backup documentation, must be submitted through AmpliFund. Grant Recipient is responsible for identifying a person responsible for making submissions into AmpliFund on behalf of the Grant Recipient, and is responsible to add additional users as needed.</p> <p>The City cannot access Grant Recipient accounts in AmpliFund and is not responsible for Grant Recipient user portal roles and/or registration. If Grant Recipient encounters problems using AmpliFund, Grant Recipient must refer all questions to AmpliFund. The City will not provide service support for Grant Recipient’s AmpliFund use; that is the sole responsibility of Grant Recipient.</p>
Scope of Work	<p>The Grant Recipient, in its proposal for a lodging tax grant (which is incorporated into this Agreement by reference), requested a grant for following project:</p> <p style="text-align: center;">Wintertide Lights 2024</p> <p>This project as further described in AmpliFund is referred to in this Agreement as the “Project” or the “Work.”</p> <p>City of Everett Lodging Tax Grants are entered for the purpose of encouraging tourism within the City, with a particular focus of attracting potential tourists living outside the City. The Grant Recipient must utilize the grant money to provide tourism promotion within the City of Everett. “Tourism promotion” means, for the purpose of this Agreement, activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.</p>

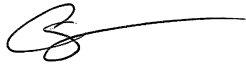
BASIC PROVISIONS	
Payment Information	<p>The City will only reimburse the Grant Recipient for costs actually incurred by the Grant Recipient in performing the Work specified in the Scope of Work. The Grant Recipient’s request for payment must be made in AmpliFund by the Work Completion Date. The Grant Recipient’s request for payment must be submitted in AmpliFund.</p> <p>Unless otherwise determined by the City Project Manager, requests for payment must be made in AmpliFund and must include the Tax Expenditure Report Worksheet, as specified below, and all documentation necessary for the City to verify: (1) the accuracy of the reimbursement requested and (2) that all of the Work is completed, and, if provided by a third-party vendor, paid for. This required documentation includes, but is not limited to, a breakdown of all expenses requested for reimbursement and receipts showing those expenses have been paid, all as determined by the City Project Manager.</p>
Economic Impact Report	<p>To obtain reimbursement from the City, the Grant Recipient must submit an Economic Impact Report with its request for payment. Unless otherwise determined by the City Project Manager, this submission must be made in AmpliFund. The Economic Impact Report must include, at a minimum, the actual number of people attending the event: (1) traveling for business or pleasure on a trip away from their place of residence or business and staying overnight in paid accommodations; (2) traveling for business or pleasure on a trip to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and (3) traveling for business or pleasure on a trip from another country or state outside of their place of residence or their business.</p> <p><i>The Grant Recipient must fill out and return the attached “Everett or Tourism Facility Lodging Tax Expenditure Report Worksheet.”</i></p>

[signatures on following page]

IN WITNESS WHEREOF, the City and Grant Recipient have executed this Agreement, which includes the above Basic Provisions and the attached General Provisions.

**CITY OF EVERETT
WASHINGTON**

EVERGREEN ARBORETUM AND GARDENS



Cassie Franklin, Mayor

04/17/2024

Date

Signature: Eileen D. Simmons

04/17/2024

Name of Signer: Eileen Simmons

Signer's Email Address:

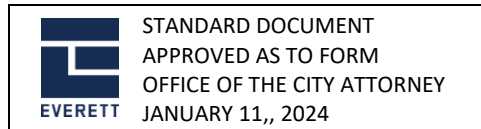
contactus@evergreenarboretum.com

Title of Signer: President

ATTEST



Office of the City Clerk



ATTACHMENT
GENERAL PROVISIONS TO LODGING TAX GRANT AGREEMENT

1. **Engagement.** The City hereby agrees to grant the Grant Recipient money, and the Grant Recipient hereby agrees to use the money in a competent and professional manner in furtherance of the Scope of Work as defined in the Basic Provisions. The Scope of Work so identified is hereafter referred to as the "Work." Without a written directive of an authorized representative of the City, the Grant Recipient shall not utilize the money for any uses that are in addition to, or beyond the scope of, the Work.

2. **Intellectual Property.** All intangible property created in furtherance of the Work may be used by the City for any purposes, whether the purpose for which they are made is executed or not, and may be used without the consent of the Grant Recipient. The Grant Recipient retains all intellectual property rights in documents and intangible property created by the Grant Recipient prior to engagement, or not created by the Grant Recipient for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and all Work shall be completed by the Work Completion Date in the Basic Provisions.

4. **Compensation.** The City shall pay the Grant Amount stated in the Basic Provisions for completed Work, as set forth in Payment Information in the Basic Provisions. Such payment shall be full compensation including, but not limited to all labor, materials, supplies and incidentals necessary to complete the Work.

5. **Termination.** The City may terminate this Agreement upon seven days prior written notice. Unless terminated by the Grant Recipient's material breach, the Grant Recipient shall be paid or reimbursed for all Work completed prior to the date of such termination notice and work completed after such notice date that was reasonably necessary to terminate the Work in an orderly manner. The City does not, by this Section 5 waive, release, or forego any legal remedy for any violation, breach, or non-performance of any of the provisions of this Agreement

6. **Subletting / Assignment of Contract.** The Grant Recipient shall not sublet or assign any of the Work without the express, prior written consent of the City.

7. **Indemnification:** Except as otherwise provided in this Section, the Grant Recipient hereby agrees to the maximum extent allowed by law to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Grant Recipient (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Grant Recipient is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Grant Recipient's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Grant Recipient. The Grant Recipient's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, the Grant Recipient specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Grant Recipient recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged

is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. The provisions of this Section shall survive the expiration or termination of this Agreement.

8. **Independent Contractor.** This Agreement neither constitutes nor creates an employer-employee relationship. Grant Recipient must provide services under this Agreement as an independent contractor. Grant Recipient must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Grant Recipient agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

9. **Compliance with Federal, State and Local Laws.** Grant Recipient shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. Grant Recipient acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW. Grant Recipient will fully cooperate with the City so that the City may comply with its obligations under the Public Records Act.

10. **Equal Employment Opportunity.** Grant Recipient shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Grant Recipient shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

11. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Grant Recipient shall make available to the City for the City's examination all of the Grant Recipient's records and documents with respect to all matters covered by this Agreement and, furthermore, the Grant Recipient will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

12. **City of Everett Business License.** Grant Recipient agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

13. **Submission of Reports and Other Documents.** The Grant Recipient shall submit all reports and other documents as and when specified in this Agreement. This information shall be subject to review by the City, and if found to be unacceptable, Grant Recipient shall correct and deliver to the City any deficient Work at Grant Recipient's expense with all practical dispatch. Grant Recipient shall abide by the City's determinations concerning acceptability of Work.

14. **Miscellaneous.**

A. Any waiver or breach of any provision will not be construed as waiver of a subsequent breach or preventing enforcement of other provisions.

B. Venue for any lawsuit arising from this Agreement shall be Snohomish County.

C. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

D. This Agreement may only be modified by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Grant Recipient

E. This Agreement is signed with AdobeSign. AdobeSign signatures are fully binding.

Everett or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related facilities owned by
Local Jurisdictions or Non-profit Organizations.

Official Report Form, is Due _____ Current Date: _____

1. Name of Organization:
2. Project/Event Name:
3. Name and contact information of Person completing this form:
4. Dates of Event (Write "full year" if project is for marketing/advertising throughout year):
5. Total Lodging Tax funds allocated to this event or facility:
6. Total Overall cost for this Project:
7. Estimated/Actual total event attendance or user count for the facility:
8. Estimated/Actual number of attendees traveling 50+ miles or more to attend event:
9. Estimated/Actual number of attendees from out-of-state or out-of-country:
10. Estimated/Actual number of attendees paying for overnight lodging to attend event.
11. Describe methodology used in determining above estimates/actuals:
12. Any other information that demonstrates the impacts of the festival, event or tourism-related facility owned by non-profit organization or local jurisdiction (please describe):












2024 LTAC Evergreen Arboretum_4.9.2024_SD

Final Audit Report

2024-04-17

Created:	2024-04-12
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAK3jpfz-IEvxLaeYOFyyBU2naSrYeKkj_

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-  Signer contactus@evergreenarboretum.com entered name at signing as Eileen D. Simmons
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 Agreement completed.

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