

**CITY OF PROSSER, CITY OF SUMNER,
PROSSER CHAMBER OF COMMERCE,
AND
SUMNER DOWNTOWN ASSOCIATION
COOPERATIVE AGREEMENT**

THIS COOPERATION AGREEMENT is entered into by and between the CITY OF PROSSER, CITY OF SUMNER, PROSSER CHAMBER OF COMMERCE, and SUMNER DOWNTOWN ASSOCIATION for the purposes of establishing the basis of cooperative and mutually-beneficial interests and activities.

WHEREAS, the City of Prosser is located in eastern Washington and has a historic downtown, a thriving wine-producing industry, a desire to further develop tourism and wine markets, a population of over 5,000 residents, and is known as the “*Birthplace of the Washington Wine Industry*,” and

WHEREAS, the City of Sumner is located in western Washington and has a historic downtown, proximity to 500,000 people within a 15-minute drive, a desire to further develop tourism and connections with the winery industry, a population of over 9,000 residents, and is known as the “*Rhubarb Pie Capital of the World*”; and

WHEREAS, the Prosser Chamber of Commerce and the Sumner Downtown Association promote their respective downtowns and business districts, build relationships with new partners, expand markets for their businesses, promote tourism, and enhance their community character and economic activity;

WHEREAS, it is in the best interests of all the parties to establish a cooperative relationship to the mutual benefit of the parties;

NOW THEREFORE, in consideration of the foregoing recitals, it is agreed as follows:

A. Term

This agreement shall have a term of five (5) years after the effective date hereof, provided that this agreement shall be renewed from year to year unless terminated or modified in accordance with the provisions hereof. Any party may terminate their participation in the agreement with thirty (30) days notice to the other parties. The remaining parties may continue the execution of the agreement. The agreement may be modified by mutual agreement of the parties at any time.

B. Purpose

The purpose of this agreement is to support future and on-going cooperative activities between the Prosser and Sumner communities for the purposes of promoting the respective downtowns and business districts, seeking to build working relationships with new partners, expanding markets for businesses, promoting tourism, and enhancing community character and economic activity in both communities.

C. Provisions

The parties shall explore ways to work collaboratively in order to achieve the purposes of this agreement, including any of the following:

1. Visitations to either community
2. Joint promotion and marketing
3. Specific tourism promotions
4. Attendance at community events
5. Other events or activities which support the purposes of this agreement

The costs of events or activities shall be borne by the participants and shall be determined by their respective budgets.

D. Additional Agreements

When deemed necessary or appropriate, additional interlocal agreements or letters of agreement between the Chief Executive Officers may be executed to see forth the terms and conditions of other specific activities.

E. Liability


Each of the parties will indemnify, hold and save harmless the other from all loss, damage, liability, or expense, (including expense of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any property, caused by or resulting from any act or omission of each party's own comparative negligence.

CITY OF PROSSER

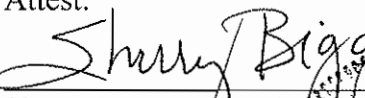

Paul Warden, Mayor


Charles Bush, City Administrator


Approved as to form


Howard Saxton, City Attorney

Attest:


Sherry Biggs, City Clerk

CITY OF SUMNER


Dave Enslow, Mayor


John Doan, City Administrator

Approved as to form


Brett Vinson, City Attorney

Attest:

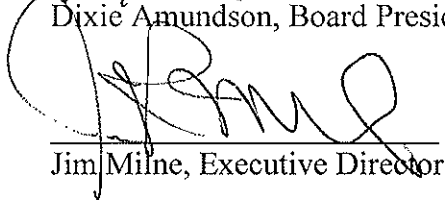

Terri Berry, City Clerk



**PROSSER CHAMBER
OF COMMERCE**



Dixie Amundson, Board President

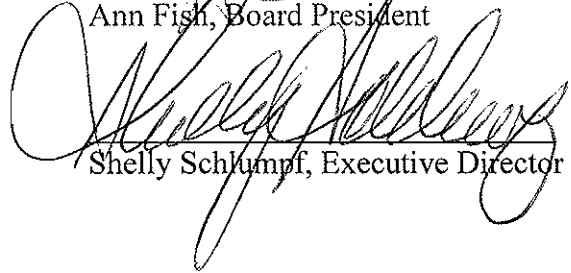


Jim Milne, Executive Director

**SUMNER DOWNTOWN
ASSOCIATION**



Ann Fish, Board President



Shelly Schlumpf, Executive Director