

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILLWOOD, WASHINGTON, GRANTING A LIMITED, NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO SUSTAINABLEWORKS TO USE THE CITY LOGO; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City of Millwood (the "City"), Spokane County, Washington is a non-charter code city, by virtue of the Constitution and laws of the State of Washington; and

WHEREAS, SustainableWorks has presented itself to the City Council as a 501(c)(3) nonprofit corporation that uses various funding sources to perform energy efficiency services to qualified residents of the City, including professional energy audits, consultations and retrofits to the private homes of such residents; and

WHEREAS, SustainableWorks desires to use the City logo for promotional purposes regarding the professional energy audits, consultations and retrofits it would independently perform in the City; and

WHEREAS, the City Council finds it in the best interests of the City to encourage that that the professional energy efficiency services independently performed by SustainableWorks to available for qualified residents of the City; and

WHEREAS, the City Council grants SustainableWorks a limited, non-exclusive and non-transferable license ("License") to use the City logo ("Logo") subject to terms and conditions outlined below; and

WHEREAS, the City Council declares that the rights granted under this resolution shall not be construed as establishing any precedent in the future for any other person or entity seeking or requesting similar treatment; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MILLWOOD, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

Section 1. Grant of Limited, Non-Exclusive and Non-Transferrable License. The City hereby grants to SustainableWorks the License subject to the terms and conditions as follows:

a. Sustainable Works shall be allowed to communicate and/or publicize for non-commercial, promotional purposes that the City supports the energy efficiency services of SustainableWorks for qualified residents of the City. The Logo may be used by SustainableWorks only for non-commercial, promotional purposes regarding professional energy audits, consultations and retrofits performed by or on behalf of SustainableWorks in the City;

b. SustainableWorks shall not acquire any ownership rights to the Logo as a result of this License or use of the Logo;

c. SustainableWorks shall not have any right to transfer or assign this License or any of the rights and/or obligations granted hereunder.

d. SustainableWorks and the City shall remain independent of each other, and the License and/or use of the Logo by SustainableWorks shall not be construed as creating a partnership, joint venture, or agency relationship between the parties.

e. The License granted hereunder is intended for the exclusive benefit of the parties hereto, and nothing contained in this Resolution shall be construed to create any rights or benefits in or to any third party, and shall not be enforceable by any third party.

f. If SustainableWorks becomes aware of any use of the Logo inconsistent with this Resolution or infringement of the Logo by a third-party, SustainableWorks shall promptly notify the City in writing and cooperate with the City to cease and/or remedy such use or infringement;

g. SustainableWorks shall defend, indemnify and hold harmless the City, its officers, agents and employees from any and all claims, injuries, damages, losses or suits, including attorneys fees, arising out of or in connection with (a) any use or misuse of the Logo, (b) SustainableWorks performance of the terms of this License, and (c) advertising, marketing and promotional activities of SustainableWorks involving the Logo;

h. The City may terminate the License immediately for any breach of the License by SustainableWorks, and on five (5) days notice for any reason whatsoever, whether with or without cause. Upon termination of this License, all of the rights of SustainableWorks shall immediately terminate and SustainableWorks shall immediately cease and desist from use of the Logo;

i. Any provision of the agreement between the parties, which may reasonably be interpreted or construed as surviving the completion or termination of the License shall survive the completion or termination;

j. This Resolution is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with terms and obligations here under is stipulated to be in Spokane County.

k. In any action arising out of or relating to this License, the prevailing party shall be awarded its reasonable costs and expenses, including consultant and attorneys fees.

Section 2. Severability: If any section, sentence, clause, or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 3. Repeal: All resolutions, laws, and regulations, or parts thereof in conflict with this resolution are, to the extent of said conflict, hereby repealed.

Section 4. Effect: This resolution shall be in full force and effect upon adoption by the Council.

ADOPTED BY THE COUNCIL OF THE CITY OF MILLWOOD THIS 10th DAY OF JULY, 2012.



DANIEL N. MORK, MAYOR

Attest:



THOMAS G. RICHARDSON, CLERK

Comes now SustainableWorks, does accept, without qualification, all of the terms and conditions of the foregoing License granted to it by the City of Millwood, Spokane County, State of Washington, under Resolution No.2012-07, approved July 10, 2012.

SustainableWorks

By: _____

Print Name: _____

Its: _____