

**COMMUNITY YOUTH CENTER/HADLEY HALL – USE
AGREEMENT BETWEEN CITY OF ARLINGTON
AND CITY OF EVERETT**

THIS AGREEMENT is dated this 17th day of , NOV. 2015 by and between the **CITY OF ARLINGTON**, a municipal corporation of the State of Washington, hereinafter “City,” and the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter “User.”

User Address: 3002 Wetmore Avenue, Everett, WA 98201
User Phone: (425) 257-7491 User Fax: (425) 257-6506
User Email: trtownsend@everettwa.gov
Contact Name: Trevor Townsend

WHEREAS, the Everett Police Department coordinates the facilities necessary for the Snohomish County Regional Training Group to conduct regular in-service training sessions, referred to in this Agreement as “police skills refresher training”; and

WHEREAS, the Snohomish County Regional Training Group desires to utilize City designated facilities for in-service training; and

WHEREAS, the Everett Police Department and the City have agreed on a location and dates for 2016 in-service training;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **FACILITY**. This agreement is for the use of Hadley Hall portion of what is commonly known as the Arlington Community Youth Center/Hadley Hall facility, 18513 59th Ave. NE, Arlington, WA 98223.
2. **RIGHT TO USE FACILITY**. User shall have the right to use the facility from 0800 to 1700 hours on the following dates in 2016: January 06, February 03, March 02, April 06, May 04, June 08, August 03, August 30, October 05, November 02 and December 07.
3. **PURPOSE**. User warrants that the purpose for which the facility will be used is the following: Police Skills Refresher Training
4. **LIMITATIONS ON RIGHT TO USE**: User shall use said premises only for the purpose for which said premises are leased, and shall not use the premises for illegal purposes.
5. **HOLD HARMLESS**. To the extent of its fault only, User shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement.

6. LIABILITY INSURANCE. User is a self-insured entity and will furnish a letter detailing User's self-insured status to the City prior to use of the facility. In addition, each participating entity in the Snohomish County Regional Training Group is required by the Interlocal Agreement for In-Service Training Sessions (Attachment "A" to this agreement, hereinafter referred to as "Regional Training Interlocal") to be responsible for the conduct and liability of its own personnel in the performance of the Regional Training Interlocal and to maintain appropriate insurance coverage or self-insurance for the activities occurring under the Regional Training Interlocal, including but not limited to personal injury, death and property damage limits of not less than \$1,000,000.00 (one million dollars) per occurrence.

7. FEES. User shall pay, in advance, a deposit of \$-0- and pay a fee to the City of \$-0- to fully or partially compensate the City for costs of maintaining the facility. User shall comply with the requirements as listed on the attached check out list.

8. TERMINATION. Either party shall have the right to cancel this Agreement at any time, upon giving thirty (30) days written notice thereof.

9. AMENDMENTS. This Agreement may be amended only upon written agreement of the parties, executed in the same manner as provided by law for the execution of this Agreement.

IN WITNESS WHEREOF, the City and the User have executed this Agreement as of the date first above written.

CITY OF ARLINGTON, WASHINGTON

CITY OF EVERETT, WASHINGTON

By: Kristin Baufer

By: Ray Stephanson
Ray Stephanson, Mayor

Date: 12/4/2015

Date: 11-23-2015

ATTEST:

Sharon Fuller
Sharon Fuller, City Clerk
Date: 11-23-2015

APPROVED AS TO FORM

James D. Iles
James D. Iles, City Attorney
Date: 4/17/15

**Policies and Procedures
Cleaning Agreement
Community Youth Center/ Hadley Hall**

Hadley Hall is a no smoking, non-alcohol facility.

Main Hall

Clean Tables, put them in the closet.
Clean and stack chairs on chair rack and put them in the closet.
Vacuum carpet.

Kitchen

Clean and sanitize all countertops.
Clean stove and oven if they were used.
Remove all food from refrigerator, if used.
Remove trash and put in dumpster (located in parking lot).
Replace garbage can liners.
Clean sink-no food scraps.
Sweep floor, mop if necessary.

Locking up

It is your responsibility to lock all doors and set the security system. If you have problems, call Sonitrol for assistance.

Decorations

No articles are to be taped, pinned or attached to the walls. Candles and open flame are prohibited.

Refreshments

You are welcome to serve refreshments in the facility. However, care must be taken so the facility is not damaged.

Failure to clean and lock the facility will result in the forfeiture of your deposit. An additional \$150.00 will be charged for carpet damage or food/drink stains on carpets, or damage to walls or appliances.

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

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PROJECT TITLE:

Community Youth
Center/Hadley Hall Use
Agreement with the City of
Arlington

- _____ Briefing
- _____ Proposed Action
- _____ Consent
- _____ Action
- _____ First Reading
- _____ Second Reading
- _____ Third Reading
- _____ Public Hearing
- _____ Budget Advisory

COUNCIL BILL # _____
 Originating Dept. Police
 Contact Person D/C Jim Lever
 Phone Number 425-257-8418
 FOR AGENDA OF November 10, 2015

Initialed by:
 Department Head _____
 CAA db
 Council President As

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
		Interlocal Agreement for In-Service Training; Use Agreement	Police, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Everett Police Department coordinates the facilities for the Snohomish County Regional Training Group, a consortium of local law enforcement agencies, to conduct regular in-service training sessions. The City of Arlington has agreed to allow training sessions during 2016 to be conducted at the Arlington Community Youth Center/Hadley Hall facility at no cost to the City of Everett or any of the agencies that comprise the Snohomish County Regional Training Group.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Community Youth Center/Hadley Hall Use Agreement with the City of Arlington at no cost to the City of Everett.

*Account approved
11-10-15 AJP*