

CITY  
RETURN TO  
EVERETT CITY CLERK  
2930 Wetmore  
Everett, WA 98201

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

**THIS AGREEMENT** is dated this 26<sup>th</sup> day of November, 2013 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) 257-8455      User Fax: (425) 257-6506  
User Email: rdalberg@everettwa.gov  
Contact Name: Ryan Dalberg

**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 2014 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 59<sup>th</sup> 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 2014: January 08, February 05, March 05, April 09, May 07, June 04, August 06, September 10, October 08, November 05, and December 03.
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 Bayfield

By:

Ray Stephanson  
Ray Stephanson, Mayor

Date:

12/30/13

Date:

12-17-2013

ATTEST:

Sharon Fuller

Sharon Fuller, City Clerk

Date: 12-17-2013

APPROVED AS TO FORM:

James D. Iles

James D. Iles, City Attorney

Date: 12/13/13

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

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

to Ryan Dalberg 12/23

RETURN TO EVERETT CITY CLERK 2930 Wetmore Everett, WA 98201

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

COUNCIL BILL # Originating Dept. Police Contact Person DC James Lever Phone Number 425-257-8418 FOR AGENDA OF 12/11/2013

Initialed by: Department Head CAA Council President

Location Preceding Action Attachments Interlocal Agreement for In-Service Training Department(s) Approval Legal

Table with 3 columns: Description, Amount, and Account Number(s). Rows include Amount Budgeted, Expenditure Required, Budget Remaining, and Additional Required.

DETAILED SUMMARY STATEMENT:

The Everett Police Department coordinates the facilities necessary for the Snohomish County Regional Training Group to conduct regular in-service training sessions. The City of Arlington has agreed to allow the 2014 training sessions 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.

Council approved on 12/11/13 ST