

RECEIVING NO. 4020
DATE 5-14-08
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**COOPERATION AND FACILITIES USE AGREEMENT
BETWEEN THE NORTHSHORE SENIOR CENTER
AND THE CITY OF WOODINVILLE**

This Cooperation and Facilities Use Agreement (“Agreement”) is hereby entered into this 17th day of April, 2008 by and between the Northshore Senior Center (“the Center”), a Washington non-profit corporation, and the City of Woodinville (“the City”), each referred to individually as a “party” and collectively as “Parties”, for the purpose of establishing a contractual relationship under which the Parties will cooperate to share resources in providing social services to local senior citizens, and to define the Parties’ respective rights, obligations and liabilities regarding this undertaking.

RECITALS

WHEREAS, as an important public welfare benefit, the Parties both engage in activities that provide support and aid to senior citizens within the Woodinville community; and

WHEREAS, the Parties desire to cooperate in providing said services in order to maximize their respective resources; and

WHEREAS, the Parties are authorized to make and enter into contracts as necessary to accomplish the purposes set forth herein; and

WHEREAS, the City owns and operates the Carol Edwards Center, a recreational, meeting space and office facility; and

WHEREAS, the Center desires to utilize, and the City has agreed to avail, certain space located within the Carol Edwards Center for the purpose of providing social services to local senior citizens; and

NOW, THEREFORE, in consideration of the terms, conditions and performances made herein, it is agreed as follows:

TERMS

I. Purpose

The purpose of this Agreement is to establish a contractual relationship under which the Parties will cooperate to share resources in providing social services to local senior citizens, including but not limited to the use of certain space within the Carol Edwards Center.

II. Services Provided by the City:

1. Woodinville Senior Center Office and Program Space At no monetary charge to the Center, the City shall allow the Center to:
 - Use approximately 850 square feet of office and program space (“the Designated Premises) located in the A Building, Suite #2 area of the Carol Edwards Center for the exclusive purpose of providing social /program services to local senior citizens.
 - Reserve up to 8 hours per week of conference room or Medium room usage at the Carol Edwards Center. Reservation of this room usage is allowed up to 4 months prior to usage date.
 - Evergreen Room or Madrona Room usage will be allowed up to 2 times per year (for a total of 8 hours) on Monday or Wednesdays during Carol Edwards Center operating hours.
 - Carol Edwards Center Computer Lab for the following periods of time:

Monday	9-3pm
Tuesday	9-10:15am, 11:30-2pm, 3-5pm
Wednesdays	9am – 3pm
Thursdays	9-10:15am, 11:30-2pm
Fridays	9am – 3pm
 - The Center’s access to Suite # 2 is available at any time. Custodial services are limited to Monday – Friday, no weekend custodial services are provided. City reserves the right to .limited hours of access to Suite #2 in order to provide facility maintenance or repair.
2. Any use by the Center of facilities beyond the Designated Premises shall occur only upon the City’s prior written approval, and shall be charged at the regular non-profit rate pursuant to the City’s current facility rental and use policy.
3. Additional Resources The Center may request, and the City may in its sole discretion grant, the temporary use of additional City materials and services in connection with the Parties’ joint efforts as contemplated by this Agreement, including but not limited to chairs, tables, fencing and City personnel resources.

III. Services Provided by the Center:

The Center will provide the following resources to the Parties’ joint planning and program delivery effort:

1. Personal Services The services of a single Center employee (i) who will be available at least 20 hours per week on a regular basis, and (ii) who holds the position of Woodinville Senior Programs Coordinator.
2. Staff Coordination Additional Center staff or volunteers shall coordinate with City personnel regarding senior services planning and program delivery.

3. **Sharing of Data** The City shall have access upon request to the Center's Woodinville Senior Program data and budgetary information. The Center's data collected and used in carrying out their work and programs will be made available to City staff as required in the normal conduct of the City's business, except that any data that Center is prohibited from disclosing by state or federal law shall not be made available to City staff if such disclosure would violate any applicable legal restriction against disclosure.
4. The Center shall follow all Computer Lab Operation Guidelines as provided in Attachment A. Any theft, loss, or damages that occur during the time of Northshore Senior Center operation of the lab, will be the responsibility of the Center to reimburse the City within 30 days. The City will provide all computer IT support, repair and maintenance for computer lab computers and equipment. The Center staff should not alter or attempt to provide repairs, but instead report any faulty equipment or damage to the City.
5. The Center shall complete and maintain Facility Check forms for the Computer Lab. This form is to be completed each time the computer lab is used. The Woodinville Senior Program Coordinator will turn in this completed form at the end of each quarter, or if damage or theft is noted.

IV. Coordination and Cooperation

To ensure effective cooperation and facilitate communication between the Parties, each party shall designate a representative ("Designated Representative") responsible for communications between the Parties and as a central point of contact for each Party. The respective Designated Representatives for each party are:

Lane Youngblood
Parks & Recreation Director
City of Woodinville

Lee Harper
Executive Director
Northshore Senior Center

The Parties may substitute a new Designated Representatives by written notice to the other Party's Designated Representative.

V. Condition of Premises

The Center shall maintain the Designated Premises in a reasonably neat, clean, sanitary and orderly condition. Upon the termination or expiration of this Agreement, the Center shall ensure that the Designated Premises are returned to the City in the approximate condition at the time this Agreement was executed.

VI. Retention of Right of Access and Use

The Center's authority to access and use the Designated Premises under this Agreement is nonexclusive. The City expressly reserves the right in its discretion to access and utilize the Designated Premises throughout the duration of this Agreement.

VII. Indemnification and Hold Harmless

The Center agrees to hold harmless, protect, indemnify and defend the City, its officers, officials, agents, employees and representatives from and against any and all claims, costs, judgments, losses, liability or suits including attorney's fees or awards for damage to property and/or for injuries, sickness or death of persons, including claims by the Center's own employees to which the Center might otherwise be immune under Title 51 RCW, arising out of or in connection with any willful misconduct or negligent act, error, or omission of the Center, its officers, agents, subcontractors or employees, in connection with the services required by this Agreement. PROVIDED, that the Center's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the City, its officers, agents or employees.

It is specifically and expressly understood that the indemnification provided herein constitutes the Center's waiver of immunity under Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by both parties.

This clause shall survive the termination or expiration of the Agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

VIII. Insurance

As specified in this section, the Center shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise out of the Center's activities or in connection with the Center's use of the Designated Premises.

Center shall provide a certificate of insurance evidencing:

General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an insured on Center's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the Center's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Center's insurance and shall not contribute with it.

The Center shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

IX. Termination

This Agreement shall terminate as follows:

1. Upon thirty (30) days written notice by either party to this Agreement.
2. Absent termination under Paragraph 1 of this Section, this Agreement shall be automatically renewed and extended for additional, successive one-year terms, with each renewal term commencing on the effective anniversary date of this Agreement.

X. Additional Services

In the event there is a change in the resources to be provided by either Party, an Amendment to this Agreement covering such changes will modify this Agreement.

XI. Governing Law, Dispute Resolution and Venue

This Agreement shall be governed by the laws of the State of Washington. The Parties shall in good faith attempt to work collaboratively for the purpose of resolving any disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level possible. Disagreements that are unable to be resolved shall be referred to the City Manager of the City of Woodinville and the Executive Director of the Northshore Senior Center, if necessary, for resolution. In the event that litigation between the Parties arises out of or in connection with this Agreement, the prevailing party shall be entitled to its attorney fees and costs from the other party. The venue for any such litigation shall lie exclusively in the Superior Court for King County, Washington.

XII. Effective Date

This Agreement will commence and become effective on April 24th, 2008.

XIII. Integration

This Agreement contains the entire understanding regarding the subject matter hereof, and shall supersede any prior oral or written statements by the Parties regarding the same.

XIV. Regulatory Authority Preserved

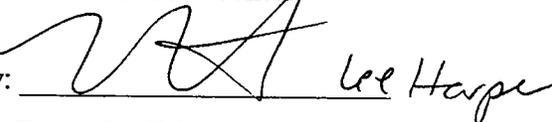
Nothing herein shall be construed as a waiver, limitation or other abridgement of the City's regulatory authority, which the City hereby reserves in full.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year above written.

City of Woodinville

By: 
Parks & Recreation Director

Northshore Senior Center

By: 
Executive Director

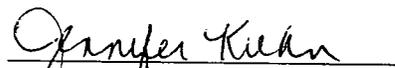
CITY CONTACT:

Cindy Shelton
City of Woodinville
17401 133 Ave NE
Woodinville, WA 98072
Ph. 425-398-9327
Fax 425-489-2758

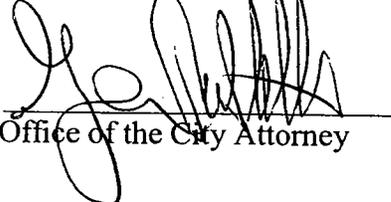
CENTER CONTACT:

Patricia Gustafson
Northshore Senior Center
10201 E. Riverside Drive
Bothell, WA 98011
Ph. 425-487-2441 / 425-488-4289

ATTEST/AUTHENTICATED:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
Office of the City Attorney