

RESOLUTION NO. 15-1049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE BLACK DIAMOND COMMUNITY CENTER FOR THE CITY'S PAYMENT OF \$10,000 FOR THE COMMUNITY CENTER'S LIABILITY INSURANCE FOR THE YEAR 2015-2016

WHEREAS, the City entered into an agreement with the Black Diamond Community Center on September 4, 2008, adopted by Resolution No. 08-539, and the parties have agreed that this agreement is terminated and is of no force and effect; and

WHEREAS, the Community Center owns and operates the Black Diamond Community Center located at 31605 Third Avenue in Black Diamond, Washington; and

WHEREAS, the Community Center provides many services for the public welfare and the citizens of the City; and

WHEREAS, the parties acknowledge that the Community Center must obtain liability, auto and/or property insurance for its continued operation; and

WHEREAS, in consideration of the public services provided by the Community Center the City has agreed to pay \$10,000.00 towards the Community Center's purchase of liability insurance for the year 2015-2016 under the terms and conditions set forth in the Agreement attached hereto as Exhibit A; and

WHEREAS, the City's contribution will be used by the Community Center towards the actual purchase of such insurance and for no other purpose;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to sign the Agreement between the City of Black Diamond and the Black Diamond Community Center, attached hereto as Exhibit A.

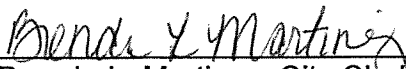
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF NOVEMBER, 2015.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

**AGREEMENT BETWEEN THE CITY OF BLACK DIAMOND
AND
BLACK DIAMOND COMMUNITY CENTER**

THIS Agreement is made effective as of the 5 day of NOV, 2015, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the "CITY")
24301 Roberts Drive
Black Diamond, WA 98010
Contact: Mayor Carol Benson Phone: 360-886-5700 Fax: 360-886-2592

and the Black Diamond Community Center, a nonprofit corporation organized under the laws of the State of Washington, doing business at:

BLACK DIAMOND COMMUNITY CENTER (hereinafter the "Community Center")
31605 Third Avenue
Black Diamond, WA 98010

TERMS AND CONDITIONS

1. **Termination of Previous Agreement.** On September 4, 2008, the City passed Resolution No. 08-539, authorizing a Services Agreement between the City and the Community Center. The parties executed the "Agreement Between City of Black Diamond Community Center" on September 4, 2008. The parties agree that this Agreement is terminated and is of no force and effect.
2. **Public Services Provided by the Community Center.** The Community Center owns and operates the Black Diamond Community Center located at 31605 third Avenue in Black Diamond, Washington. The Community Center provides many services for the public welfare and the citizens of the City, including, but not limited to, the operation of an emergency food bank and emergency clothing and household goods bank, energy assistance for low-income families, meals on wheels for the homebound or disabled, senior nutrition programs, adult day health programs for homebound and disabled seniors, youth and family programs and meth lab awareness education.
3. **City's Contribution Towards the Community Center's Insurance.** The parties acknowledge that the Community Center must obtain liability, auto and/or property insurance for its continued operation. In consideration of the public services provided by the Community Center as described in Section 2 above, the City agrees to pay Ten Thousand Dollars and No Cents (\$10,000.00) to the Community Center, as a contribution towards the Community Center's insurance for the year 2015-2016. The City's contribution is not meant to limit the amount of insurance that the Community Center may purchase nor is it meant to anticipate the actual insurance needs of the Community Center. Instead, the Community Center will use its own discretion to decide where to purchase its insurance, what should be covered and the amount it will pay for such insurance. The City's contribution will be used by the Community Center towards the actual purchase of such insurance and for no other purpose.
4. **Community Center's invoice to the City.** The Community Center shall submit an invoice to the City from its insurance company showing that the City's contribution towards the Community Center's desired coverage is no more than \$10,000. The City shall issue a check to the Community Center to pay this amount within 10 days after receipt of the invoice.

5. **Audit of Community Center's records.** The Community Center shall provide documentation to the City showing payment of the insurance premium, by submitting a copy of a receipt from the Community Center's insurance company, showing the amount paid and the date. The Community Center shall keep records pertaining to this Agreement available for audit by the City for three years after payment. Copies shall be made available upon request.

6. **Discrimination and Compliance with Laws**

A. The Community Center agrees not to discriminate against any employee or applicant for employment or any other person seeking assistance from the Community Center because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance.

B. The Community Center agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable to the Community Center operation.

7. **Relationship of Parties.** No agent, employee, representative or consultant of the Community Center shall be or shall be deemed to be the employee, agent, representative or consultant of the City. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the Community Center's employees, agents, representatives or consultants. The Community Center will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and consultants during the performance of this Agreement.

8. **Suspension and Termination of Operations.** If the Community Center ceases operations during the term of this Agreement, the Community Center agrees that it shall attempt to obtain a refund of any City funds spent on the insurance for the remainder of the policy.

9. **General Provisions.**

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Community Center.

C. Venue and Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

D. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

E. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,
WASHINGTON

BLACK DIAMOND COMMUNITY
CENTER

By: Carol Benson
Carol Benson
Mayor

By: Keith C Watson
Name: KEITH C WATSON

Date: 11/6/15

Title: BOARD PRESIDENT

Date: 10-21-15

Attest:

By: Brenda L Martinez
Brenda Martinez
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney