

**RESOLUTION 2011-WW**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO SIGN A SITE AGREEMENT WITH THE YOUTH CONNECTION.**

**WHEREAS**, the Town of Eatonville Council will authorize the Mayor to sign a site agreement with the Youth Connection and;

**WHEREAS**, the Youth Connection would perform volunteer services to indirectly pay the Town for the value of \$200.00 per month for the rental which would include services directly beneficial to the Town and Community Center and;

**WHEREAS**, this agreement attached hereto shall renew for an additional twelve (12) month period automatically every calendar year on January 1. Either party may terminate this agreement upon written notice provided to the other party not less than sixty (60) days before termination.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Council authorizes the Mayor to sign a site agreement with the Youth Connection.

**PASSED** by the Council of the Town of Eatonville at a regular meeting this 28th day of November, 2011.

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Ray Harper, Mayor

ATTEST:

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Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

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Town Attorney

# Town of Eatonville

Incorporated October 28, 1909

P.O. Box 309 • 201 Center St. W.  
Eatonville, WA 98328  
360-832-3361 • Fax: 360-832-3977

## SITE AGREEMENT BETWEEN THE YOUTH CONNECTION AND THE TOWN OF EATONVILLE

**THIS AGREEMENT** by and between the Town of Eatonville, herein referred to as 'Town', and Youth Connection, a community volunteer group.

### RECITALS:

**A. WHEREAS:** The Youth Connection has been acting as coordinator in working with youth in the Eatonville School District area to foster and promote activities and programs to address youth issues related to reducing illegal drug activity, gangs and youth at risk in the Eatonville community, which activity is a direct benefit to the Town of Eatonville in reducing criminal activity in the Town; and

**B. WHEREAS:** The Youth Connection in conducting those activities has been renting portions of the Eatonville Community Center, 305 Center St W., to conduct its programs and the reasonable value of the rental of the facility is \$200.00 per month; and

**C. WHEREAS:** The Youth Connection uses the entire Community Center as scheduled, see attached; and

**D. WHEREAS:** The Youth Connection would like to perform volunteer service hours to pay the Town the value of \$200.00 per month rental which would include services directly beneficial to the Town and the Community Center. The Youth Connection shall provide 20 volunteer credit hours per month. Youth credit hours must be equal to or greater than 15 and adult credits can be used for the remaining 5. Credit hours shall be for Town approved projects that directly benefit and provide service to the Town and shall not include general meetings and or board meetings, now, therefore,

**FOR AND IN CONSIDERATION OF THE MUTUAL AGREEMENT SET FORTH HEREIN,** it is agreed by and between the Town and the Youth Connection as follows:

Section 1. In consideration of the Youth Connection performing some youth recreation Activities which will be an indirect benefit to the Town and for directly providing volunteer services that will provide maintenance service for the Community Center, as well as provide maintenance assistance to the Town by picking up trash, volunteer projects in the parks and community area, as well as other tasks that might be of

service to the Town from time to time, the Town agrees to allow Youth Connection to have exclusive use of the Community Center. Said use shall occur at mutually agreed upon dates and times, which Youth Connection shall propose to the Town in writing not less than one (1) month prior to the date of said use.

Section 2. Time Devoted to Services. In the performance of service by the Youth Connection will work with Town to find mutually agreeable dates and times to both parties. All services by Youth Connection must be performed within the effective period of this agreement as detailed herein. The Youth Connection will provide monthly documentation to the Town showing dates, numbers of persons involved and hours performing the services to confirm that the spirit of this agreement is being met.

Section 3. Duration, Termination, and Revisions to Agreement. The parties agree that this contract will terminate on December 31, 2012, or sooner if either party gives written notice to the other of termination such termination to be effective immediately upon receipt of notice of termination by the non-terminating party.

This Agreement shall renew automatically for a twelve (12) month calendar period absent written notice of termination given in accordance with the preceding paragraph. This agreement may not be amended or changed except by a written agreed to and executed by both parties. This agreement supersedes all prior agreements, memoranda, and understandings whether written or oral and as such reflects the complete understanding of the parties.

Section 4. Status of The Youth Connection. It is agreed that all services performed by the Youth Connection shall be performed as an independent contractor and the Youth Connection employees and volunteers shall not be considered employees or agents of the Town for any purpose.

Section 5. Indemnity. In further consideration for its use of the Town's premises, Youth Connection hereby releases, discharges, and holds harmless the Town and the Town's employees, officials, agents, and/or volunteers from and against any claims, lawsuits, demands, or liability that arise out the Town's ownership and/or maintenance of said premises, whether negligent or not. Youth Connection further agrees to defend, indemnify, and hold harmless the Town and the Town's employees, officials, agents, and/or volunteers against any claims, lawsuits, demands, or liability (including costs and attorneys' fees) that arise out of Youth Connection's use of the Town's facilities as described herein.

Section 6. General Terms

- a. Assignment. Neither party shall assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- b. Waiver. The failure of either party to insist upon the strict observance and

performance of the terms of this Agreement shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms.

- c. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the signature page of this Agreement or such other address as either party may specify in writing.
- d. Governing Law. This Agreement shall be governed in all respects by Washington law without regard to conflicts of law principles thereof.
- e. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** the parties have executed this agreement effective as dated below.

**TOWN OF EATONVILLE**

**THE YOUTH CONNECTION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Town Clerk

