

## **FAMILY CENTER USE AGREEMENT**

**THIS FAMILY CENTER USE AGREEMENT** ("Agreement") is made and entered into this 8th day of May, 2012, by and between the City of Granite Falls, a Washington municipal corporation ("City"), and Lutheran Community Services Northwest ("LCSN"), a 501(c)(3) non-profit corporation organized under the laws of Washington State.

**WHEREAS**, the City is the owner of the certain real property ("Property") located at 9424 Portage Ave, Granite Falls, Washington, and is legally described as follows:

Section 13 Township 30 Range 06 Quarter SE - N 180FT OF S 951.49FT OF SW1/4 SE1/4 EXC W 1158.10FT TH OF ALSO EXC ANY PTN LY WHN PORTAGE AVE LESS PTN SD SUB LY S OF FDL - BEG SE COR SD SUB TH N00\*27 13W 77.17FT TO BEG SD LN TH S89\*15 35W 110.16FT TO W LN OF SD SUB & END OF SD LN TGW PTN OF SD SUB DAF: BEG AT INT OF E LN OF W 1158.10FT & N LN OF S 771.49FT OF SW1/4 SE1/4 TH N00\* 03 54E ALG SD E LN 152.52FT TAP ON N LN OF S 924FT OF SW1/4 SE1/4 TH S89\* 18 00W ALG N LN OF S 924FT OF SW1/4 SE1/4 20FT TH S00\* 03 54W 58.63FT TH S06\* 01 25E 94.29FT TAP ON N LN OF S 771.49FT OF SW1/4 SE1/4 SD PT ALSO BEARS S89\* 18 00W FR POB TH N89\* 18 00E ALG N LN OF S 771.49FT OF SW1/4 SE1/4 10FT TO POB LESS PTN OF SD SUB LY S OF LN DAF: BEG AT SW COR OF SD SUB TH N06\* 01 25W 77.41FT TO BEG OF SD LN TH N89\* 15 35E 18.21FT TO E LN OF SD SUB & END OF SD LN AKA LOT 1 OF CITY OF GF BLA REC AFN 9806190388 & CORR AFN 9905200704.

**WHEREAS**, a structure formerly used as a residence is located upon said Property and LCSN desires to occupy, use and maintain said structure as a Family Center ("Family Center") in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Use of the Property and Management and Operation of the Family Center.**

a. In consideration for the social services that LCSN shall provide to the citizens of Granite Falls as described in Subsection 1(a), the City hereby agrees to let LCSN use and occupy the Family Center and Property in accordance with terms and conditions of this Agreement.

b. LCSN shall manage and operate the Family Center as a non-profit neighborhood facility providing social services to the citizens of Granite Falls and the surrounding community, including but not limited to services that assist and aid the poor and infirm. Such services shall include those as listed in Exhibit "A" attached.

c. LCSN shall cooperate and communicate proactively with the City and other users of neighboring lands and properties to establish and maintain effective and positive working relations with the City and neighborhood residents.

d. Except as otherwise provided herein, LCSN shall be responsible for all administration cost, operational expenses, maintenance cost, taxes, overhead, and other fees expenses relating to or arising out of the its management, operation and use of the Property as a Family Center under this Agreement.

e. LCSN shall not cause or permit waste, damage and/or injury to the Family Center and the Property.

f. LCSN shall not sublease the Property or any portion thereof without the express written consent of the City.

2. **Term of Agreement.** The Agreement shall be in full force and effect commencing upon May 14th, 2012, and shall continue in duration until terminated by either Party in accordance with Section 3.

3. **Termination.** Either Party may terminate this Agreement, with or without cause, at any time by giving the other Party thirty (30) days written notice of termination.

4. **Maintenance.**

a. The City shall keep and generally maintain the Family Center building and Property in a clean, sanitary, and usable condition during the term of this Agreement. Such maintenance shall include, but not be limited to, routine and minor repair and replacement of Center premises, property, fixtures (including, but not limited to, plumbing, electrical, lighting fixtures), janitorial/cleaning services, regular mowing and landscape maintenance. LCSN shall provide City personnel with reasonable access at reasonable times in order for said personnel to carry out the City's maintenance obligations under this Section and this Agreement.

b. Notwithstanding any other provision of this Section, the City's obligations hereunder are expressly made subject to the annual availability of funds that have been appropriated by the Granite Falls City Council. Such appropriations involve the legislative prerogative of the City Council, and no assurance can be given that appropriated funds will be available in any particular year. If sufficient funds are not so appropriated, LCSN may choose to be responsible for all such maintenance itself, including the cost thereof, and provide the City with written notification of its election to do so, or it may terminate this Agreement in accordance with Section 3.

5. **Alterations, Modifications and Capital Improvements.** LCSN shall make no alteration, modification, and/or capital improvements to the Family Center building and surrounding Property without the prior written consent of the City. Any such alterations, modifications,

and/or capital improvements shall be made at the sole expense and cost of the LCSN unless otherwise provided by mutual written agreement of the parties.

**6. Utilities.**

a. The City shall pay all charges for water, electrical, sewer, refuse and any storm water utilities which may be required or used by LCSN in the use and operation of the Family Center; provided, however, that LCSN shall be responsible for the cost of annual electrical charges/fees in excess of twenty-five hundred dollars (\$2,500.00).

b. Notwithstanding any other provision of this Section, the City's obligations hereunder are expressly made subject to the annual availability of funds that have been appropriated by the Granite Falls City Council. Such appropriations involve the legislative prerogative of the City Council, and no assurance can be given that appropriated funds will be available in any particular year. If sufficient funds are not so appropriated, LCSN may choose to pay for necessary utilities itself and provide the City with written notice of its election to do so, or it may terminate this Agreement in accordance with Section 3.

**7. Taxes and Assessments.** LCSN shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of or associated with the services provided by LCSN pursuant to this Agreement. In the event the City is assessed any such tax or assessment, LCSN shall pay the same before it becomes due.

**8. Independent Contractor Status of LCSN.** LCSN and the City understand and expressly agree that LCSN is an independent contractor in the performance of each and every part of this Agreement. LCSN, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. Additionally, and as an independent contractor, LCSN and its officers, employees, agents and volunteers shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between LCSN or any officer, employee or agent of LCSN and the City.

**9. Maintenance of Records, Annual Report and Inspections.**

a. LCSN shall maintain accounts and records, including personnel, property, financial, and program records, and such other records as the City may deem necessary to ensure proper accounting for all services provided through the Family Center and pursuant to this Agreement, including a system of internal controls and accounting systems which conform to generally accepted accounting principles and auditing standards.

b. All such records and documents shall be retained by LCSN and shall be available for inspection, audit and copying by City representatives and/or appropriate federal/state officials during the term of this Agreement and for a period of three (3) years following the termination of this Agreement.

c. LCSN shall deliver to the City an annual written report describing in reasonable detail for the previous year the Family Center's uses, operations, maintenance, capital improvements, and any other significant information relating to the Family Center.

**10. Access and Inspection.** The City shall have the right at all reasonable times to have access to the Family Center and Property and to make inspections thereof. City employees and others who may exercise such inspection right include, but are not limited to, police officers, fire inspection personnel, code enforcement/building inspection personnel, and maintenance personnel. If any inspection demonstrates, in the opinion of the City Planner, Building Inspector, Fire Chief, and/or Police Chief, clear and present danger to the public, the Family Center, or those in attendance at the Family Center, the City Planner, Building Inspector, the Fire Chief and/or the Police Chief may order the Family Center vacated at no risk or liability to the City, its public officials, officers, employees, and/or agents.

**11. Non-discrimination.** During the performance of this Agreement, LCSN shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. This non-discrimination provision shall also include and apply to the provision of social services provided by the LCSN at or through the Family Center.

**12. Compliance with Applicable Laws.** LCSN shall operate, maintain, and manage the Family Center in accordance with all applicable statutes, laws, regulations, and ordinances and shall not allow the Family Center to be used for any unlawful purposes.

**13. Insurance Requirements.**

a. Real Property Insurance. The City shall maintain a policy or policies of real property insurance with respect to the Family Center and the Property. The City shall not be responsible for the personal property owned by LCSN or owned by any person employed by or volunteering for LCSN or owned by any person using or seeking to use the social services offered by LCSN.

b. Commercial Liability Insurance.

i. LCSN shall maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to the Property which may arise from or in connection with the LCSN's use of the Family Center and the Property.

ii. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form C G 00 01 and shall cover premises and contractual liability. The City shall be named as insured on the LCSN's Commercial General Liability Insurance policy using ISO Additional Insured Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage. Property insurance shall be written on an all-risk basis.

iii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The LCSN's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.

iv. In the event the LCSN's receives notice (written, electronic, or otherwise) that any of the above required insurance coverage is being cancelled or/or terminated, the LCSN shall immediately (within forty-eight (48) hours) provide written notice of such cancellation/termination to the City.

v. Insurance obtained by LCSN shall be with insurers with a current A.M. Best rating of not less than A-VII.

vi. LCSN shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the LCSN.

vii. LCSN and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises of said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

**14. Indemnity.**

a. Except as otherwise provided herein, LCSN agrees to protect, defend, indemnify, and hold harmless the City, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) arising out of or in connection with any act and/or omission of LCSN in the operation and use

of the Family Center and/or providing social services and/or carrying out its duties and obligations under this Agreement.

b. LCSN's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) LCSN and/or its directors, officers, agents, employees, consultants, volunteers, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

c. LCSN specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided that LCSN's waiver of immunity by the provisions of this subsection extends only to claims against the LCSN by the City and does not include, or extend to, any claims by the LCSN's employees directly against LCSN. The obligations of LCSN under this Subsection have been mutually negotiated by the parties hereto, and LCSN acknowledges that the City would not enter into this Agreement without the waiver thereof of LCSN.

d. Nothing contained in this Section or Agreement shall be construed to create a liability or a right of indemnification by any third party.

e. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**15. Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by LCSN to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of LCSN stated herein.

**16. Severability.**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the City determine that the severed portions substantially alter this Agreement so that the original intent and purpose of the Agreement no longer exists, the City in its sole discretion, terminate this Agreement.

**17. Non-Waiver of Breach.** A waiver by either party hereto of a breach of the other Party hereto of any covenant or condition of this Agreement shall not impair the right of the Party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**18. Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

**19. Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

TO CITY: Sheikh Haroon Saleem, Mayor  
Granite Falls City Hall  
206 South Granite Avenue  
P.O. Box 1440  
Granite Falls, WA 98252

TO LCSN: Roberta Nestaas, President/CEO  
LCSNW Main Office  
4040 S. 188th St., #300  
SeaTac WA 98188

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

**20. Integration and Supersession.** This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

**21. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

22. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

23. **Authority to Bind Parties and Enter Into Agreement.** The undersigned represent that they have full authority to enter into this Agreement and to bind the Parties for and on behalf of the legal entities set forth below.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**CITY OF GRANITE FALLS**

By: [Signature]  
Sheik Haroon Saleem,  
Mayor

Date: 5/15/12

**LUTHERAN COMMUNITY SERVICES  
NORTHWEST**

By: [Signature]  
Roberta Nestaas  
President/CEO

Date: 5/24/2012

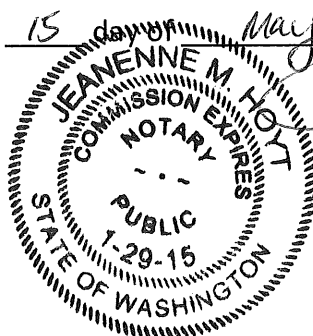
Approved as to Form:

By: [Signature]  
Paul T. McMurray,  
City Attorney

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that SHEIK HAROON SALEEM is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF GRANITE FALLS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 15 day of May, 2012.



[Signature]  
Jeanenne M. Holt  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Mapleville  
My commission expires 1-29-2015




STATE OF WASHINGTON       )  
                                          )ss.  
COUNTY OF SNOHOMISH    )

I certify that I know or have satisfactory evidence that ROBERTA NESTAAS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President/CEO of LUTHERAN COMMUNITY SERVICES NORTHWEST to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 24<sup>th</sup> day of May, 2012.

**Notary Public  
State of Washington  
Katharine E Gerken  
Commission Expires 6-01-15**

  
Katharine E. Gerken

(Legibly print name of notary)

NOTARY PUBLIC in and for the State of

Washington, residing at Seattle, King County, WA

My commission expires 06/01/2015

The overarching goal of Lake Stevens Family Support program intends that all families have strength based supports, access to wrap-around services, and community based resource availability necessary for healthy, stable and sustaining households; avoiding homelessness, illness, and family crisis. The Lake Stevens Family Center (LSFC) operates through implementation of the **“Best Practices of Family Support”**, one of which mandates that programs are responsive to emerging needs in the community. Growing disparity in families created by the economic downturn of Snohomish County is fueling the increased need for local access to Basic Needs resources.

The intention of the Granite Falls Family Support Outreach site is to bring local services to the community of Granite Falls through implementation of the Healthy Families Project.

Commitment to the Granite Falls Family Support Outreach site is to provide immediate

- ✚ **A minimum of 15 hours per week to provide local access for residents of Granite Falls to access conventional services** and long-term household sustaining resources including, but not limited to, Basic Food and DSHS application assistance, Legal Assistance and other services delivered within the community that the participants live

- \* **Information and referral**
- \* **Household stabilizing resource consultations**
- \* **DSHS application assistance**
- \* **Basic Food application preparation**
- \* **Emergency Basic Needs Pantry**
- \* **Basic Needs assistance**

Additional services provided at the Granite Falls Outreach site will include some or all of the following components of the Healthy Families Project and will be made available as capacity allows; based on funding and community investment.

**Healthy Families Project services that include three major interwoven components:**

- ✚ **Family Health** - One-on-one consultation to identify and connect individuals/families to household stabilizing supports for familial health;
  - \* **Youth/Parent/Family education** may include but not limited to: Parenting, and babysitting classes
  - \* **Skill Building classes** may include but not limited to: Youth Leadership, CPR/First Aid, Babysitting, resume assistance, English classes for primary Spanish speaking adults and children
  - \* **Support Groups** may include but not limited to: for Grandparents raising Grandchildren, and others

DESCRIPTION OF LCSNW SOCIAL SERVICES – EXHIBIT “A”  
HEALTHY FAMILIES PROJECT OVERVIEW

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- ✦ **Financial Health** - Increased resource access and information including, but not limited to, Financial Counseling Services, Foreclosure mediation, Legal assistance, and other services delivered within the community that the participants live.
  - \* **“Survival Budgeting”** flexible seven-week course that includes budgeting topics/tools to provide financial education within one-on-one Family Health Consultation or utilized to hold multi-person classes that also include support and network building opportunities.
  
- ✦ **Physical Health** - helping lower-income families avoid the “Carb Trap” that often leads to obesity, heart disease, and other medical conditions that could hinder their ability to attend school, work, or be active in the community. Services in Granite Falls may include:
  - \* **“Cooking More with Less”** cost effective family meal classes – utilizing staple items provided through food banks.
  - \* **“Healthy Eating” - integrated into both the Cooking and Budgeting classes** - Low-Cost healthy meals meal education
  - \* Activities/classes/opportunities include, may include but are not limited to, “Buying More with Less” campaign, Basic Food , Physical Activity through the generations, and other services delivered within the community that the participants live.