

**AGREEMENT
BETWEEN THE CITY OF MAPLE VALLEY
AND THE LAKE WILDERNESS ARBORETUM FOUNDATION
FOR USE OF LAKE WILDERNESS PARK**

This Agreement for the use of Lake Wilderness Park is made this 6th day of March, 2020 (hereinafter referred to as "Effective Date") by and between the City of Maple Valley (hereinafter referred to as "City") and the Lake Wilderness Arboretum Foundation (hereinafter referred to as "Foundation"), a private non-profit foundation organized under the laws of the State of Washington.

RECITALS

WHEREAS, the City owns Lake Wilderness Park, a park formerly owned and operated by King County; and

WHEREAS, the Foundation has developed, operated, and maintained the northern portion of the park (hereinafter referred to as the "Arboretum"), located north of and adjacent to the existing Lake Wilderness Lodge, 22520 SE 248th St, Maple Valley, Washington 98038, as described and shown on Exhibit A; and

WHEREAS, the Foundation developed the Arboretum for the propagation and display of native and cultivated plants, shrubs and trees, assembly of exhibits and production of instructional materials for the enjoyment of its members and the general public; and

WHEREAS, the Foundation has successfully operated the Arboretum with community volunteers since 1965; and

WHEREAS, the City has determined that it would be an efficient use of public funds and in the public interest to enter into a two-party agreement permitting the City and the Foundation to continue to jointly develop, operate, maintain and cooperatively use the Arboretum for the public's enjoyment as set forth in the terms of this Agreement; and

WHEREAS, the City desires to enhance the public's knowledge and appreciation of the natural vegetation and culture of the area by entering into this Agreement;

NOW, THEREFORE, the City and the Foundation enter into this three-part agreement; including Part I: General Terms, Part II: Execution of Improvements, and Part III: Use of the Arboretum.

I. GENERAL TERMS

1. EFFECTIVE DATE: The date this Agreement is authorized by the City Council of Maple Valley will serve as the "Effective Date". Should this Agreement not be fully executed by both parties within twenty one (21) days of the Effective Date, this Agreement shall become null and void.
2. DURATION: The term of this Agreement is five (5) years from the Effective Date. Ninety days prior to the expiration of this agreement, the parties will review the agreement and if there are no objections by either party, the agreement will automatically be extended an additional five (5) years, without further legislative approval. This Agreement will terminate with no further period of automatic extension, on _____, 2030.
3. OWNERSHIP: The real property, buildings, improvements, restoration, plants, trees and shrubs and all permanent fixtures shall become and remain the sole property of the City except as noted in Section 24b in this Agreement. Personal property stored at the Arboretum (e.g., tools, equipment, and supplies) will remain the property of the Party that supplied it.

Rules governing City Parks shall also apply to the Arboretum. The City shall provide and post City Park Rules signs at the Arboretum.

4. REPRESENTATIVES: Upon execution of this Agreement, each Party will designate one person to be its primary representative for this Agreement. All designations shall state the name of the representative, his/her title, mailing address, and phone number(s). Should the designated representatives change, the party that is changing its designated representatives shall provide written notice to the other party that states the effective date that the newly designated representatives will be acting on behalf of that party. A current list of Foundation Executive Board members and the Arboretum representative designations shall be attached to this Agreement as Exhibit D. The Foundation shall update Exhibit D as Board members change, and such update will be provided in the form of written notice to the City's designated representatives. Such update shall not be considered an amendment to this Agreement. The City representative designations shall be attached to this Agreement as Exhibit E.
5. COLLABORATION AND INFORMATION SHARING: The City agrees to consult with and provide information to the Foundation on master planning efforts for Lake Wilderness Park.
6. GUIDELINES FOR EXHIBIT, PROGRAMMING AND INTERPRETIVE PLAN: The Foundation shall present the City with guidelines for exhibits and program content as well as an interpretive plan for the Arboretum. The guidelines and interpretive plan shall also address standards for interior and exterior signs, placards, and labeling. Any major sign must comply with the City's sign code.
7. MEETINGS: Foundation representatives shall meet, at a minimum, semi-annually with the City's representatives for the purpose of planning, coordinating, and scheduling improvements, exhibits,

program activities, and public meetings to occur in the buildings or on the grounds.

8. NOTICE OF VIOLATION; CURE; DEFAULT: If either party believes the other is in violation of this Agreement, written notice of such alleged violation shall be provided in writing and delivered to the other party. The City Manager shall, within ten (10) working days of receipt of said notice, schedule a meeting to review and discuss the alleged violation and shall, within five (5) working days following the meeting, notify the Foundation's designated representative in writing of his/her findings and conclusions from such a review. The party that is determined to be in violation of this Agreement will have thirty (30) days to commence a cure of the violation and a total of sixty (60) days to completely cure the violation. The thirty (30) day period shall commence the day after the date of the City Manager's written review of his/her findings and conclusions. The City Council will be notified of the City Manager's written review. In the event the Foundation is responsible for curing a violation, and fails to do so within the sixty (60) day period, the City may, at its option, cure the default and invoice the Foundation for any associated expenses. The Foundation shall promptly make payment on the invoice. Failure by the Foundation to cure a violation may entitle the City to terminate this Agreement for default.
9. ACCEPTANCE OF PREMISES: The Foundation has examined the premises and accepts them in their present condition. It is agreed that the Foundation and the City, through its designated representative, will consult with one another on the furnishings, design, and display layout of the building(s) and keep one another apprised of changes from jointly planned and agreed to scheduled public viewing hours, programs, and public meetings held in the building, offices, or on the grounds.
10. KEY CONTROL: The Foundation shall provide the City with keys and/or combinations for purposes of the City's emergency access to the Arboretum buildings and office spaces provided by the City.
11. UTILITIES: The City shall provide the Foundation with all power and water services to operate the Arboretum at no expense to the Foundation, except as otherwise agreed to in writing.
12. GROUNDS UPKEEP: The Foundation will maintain the Arboretum gardens, structures, outbuildings and any other areas not specifically identified in Section 13 below, to ensure the operation and preservation of a safe and usable Arboretum.

The Foundation shall also promptly report to the City's Parks and Recreation Director and/or designee all hazardous or potentially dangerous conditions. The City shall work with The Foundation to promptly address all hazardous and potentially dangerous conditions to fully safeguard and protect the public, and City and Foundation employees, agents, and officials.

13. MAINTENANCE: The City will provide maintenance services that support the operation of the Arboretum as follows:
 - Paved Parking areas

- Mow the 2 large meadows
- Empty trash cans
- Maintain irrigation system
- Maintain the main gravel loop trail

14. HANDLING EMERGENCIES: The Foundation and the City agree to jointly develop guidelines for addressing emergencies and natural disasters, and such guidelines shall be supplementary to the City's adopted Emergency Operations Plan. When beyond its resources, the Foundation may request City assistance to address potentially dangerous situations, emergencies, and natural disasters. The City shall review such requests and provide support as it deems reasonable.
15. HAZARDOUS SUBSTANCES; LIABILITY ASSOCIATED THEREWITH: As used herein, the term "Hazardous Substance" means any hazardous, toxic, or dangerous substance, waste, or material, which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination, or cleanup. The Foundation shall keep upon the premises, in a location accessible to the City, on request during normal business hours, copies of all reports regarding hazardous or toxic materials on the premises that the Foundation has provided to any other governmental agency in the previous quarter. The Foundation shall, upon request by the City and at the Foundation's expense, provide the City with a copy of any such report. In the event of any accident, spill, or other incident involving hazardous or toxic matter that the Foundation is required to report to any governmental agency, the Foundation shall immediately report the same to the City and supply the City with all information and reports with respect to the same, together with the Foundation's clean-up or remediation plan and schedule. If such clean-up or remediation plan is not acceptable to the City in the City's sole discretion, the City may so notify the Foundation and, upon 48 hours prior written notice (or without notice if so required by an emergency) may enter on the premises to conduct the cleanup or remediation and charge the Foundation the costs thereof. All information described herein shall be provided to the City regardless of any claim by the Foundation that it is confidential or privileged, provided that the City shall not publish or disclose the information to any third party except to comply with Chapter 42.56 RCW. The Foundation agrees to hold harmless, protect, indemnify, and defend the City from and against any damage, loss, claim, or liability, INCLUDING attorney's fees and costs, resulting from the Foundation's use, disposal, transportation, generation, and/or sale of any Hazardous Substances and any negligence associated therewith. These indemnities will survive the termination of this Agreement, whether by expiration of the Term or otherwise.
16. PROVISION OF USE OF OTHER SPACE: The Foundation will communicate with the City to reserve space at the Lodge for the purpose of conducting classes and holding meetings. The Foundation shall have use of the Lodge in accordance with Resolution 17-1168, or as hereinafter amended. The Foundation will follow the procedures established by the City for reservation and use of the Lodge

17. HOLD HARMLESS: The Foundation shall indemnify, hold harmless and defend the City, its elected and appointed officials, agents, employees or volunteers, while acting within the scope of their duties as such, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising out of or in connection with the performance of this Agreement, or which arises out of the Foundation's use of the Arboretum, or from the conduct of the Foundation's business, or from any activity, work or thing done, permitted or suffered by the Foundation, its elected and appointed officials, agents, employees or volunteers, in or about the Arboretum, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's (Foundation's) waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

18. ASSIGNMENT: Neither Party will assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other Party.
19. TERMINATION: This Agreement may be terminated upon written mutual agreement between the parties hereto. A mutual agreement for termination of this Agreement will not be effective sooner than six months after a Termination Agreement has been executed between the parties.
- a) Either party may also terminate this Agreement unilaterally, and dispense with renewal or further renewal, after giving six (6) months prior written notice to the other party. This agreement shall remain in full force and effect during any such termination period. A written notice of intent to terminate this Agreement shall operate to nullify the automatic five year renewal period of this Agreement as set forth in Section 1.
20. ANTI-DISCRIMINATION: The Foundation shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Foundation under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, honorary discharged veteran or military status or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.
21. LIENS; PROPOSED CONTRACTS: The Foundation shall keep the premises free from liens arising out of obligations incurred by the Foundation. At the City's written request, the Foundation will furnish written proof of payment made, that if not paid, could provide the basis for a lien on the premises. The Foundation shall provide the City with a copy of any contracts with service providers for maintenance, repair, or improvements to any buildings or to real property used by the Foundation under this Agreement.

22. **LIABILITY INSURANCE:** Commensurate with the Effective Date, the Foundation, at its expense, shall obtain and maintain commercial liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate limit and \$2,000,000 products/completed operations aggregate. The Foundation and the City shall review insurance coverage annually to determine whether the coverage is adequate and conforms to the requirements set by the City's insurance provider. If the annual review finds that the Foundation's coverage is inadequate, the Foundation shall obtain the type of coverage and the amount of coverage recommended by the City's insurance provider. The Foundation's policy(ies) shall name the City as an additional insured and state that it is primary over any insurance carried by the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Foundation's insurance and shall not contribute to it. In the event of non-renewal, cancellation or material change in the coverage provided to the Foundation, thirty (30) days' written notice of such change shall be furnished to the City prior to its effective date.

The Foundation shall provide a Certificate of Insurance or, upon request of the City, a duplicate of the policy as evidence of insurance protection provided. This insurance shall not be canceled or reduced without prior written notice to the City at least thirty- (30) days in advance of the cancellation.

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

23. **ACCESS FOR INSPECTION OR UPKEEP:** The City reserves the right to inspect the premises at a reasonable time and with reasonable notice. The Foundation may be present during such times.

II. EXECUTION OF IMPROVEMENTS

24. **ALTERATION AND IMPROVEMENTS:** The Foundation will not substantially alter or improve the grounds, buildings or natural resources of the premises without prior review and consent of the Parks and Recreation Director and/or designee, either through the future acceptance of a Site Plan (to be attached as Exhibit B, or on a project by project basis, consistent with Section 20 herein). Ownership of such alterations and improvements will remain with the City unless otherwise agreed upon in writing.

- a) **Time Frame:** The City and Foundation shall agree upon time frames for all improvements and shall annually modify/adjust as needed to more accurately reflect the schedule.
- b) **Western Deciduous Azalea Display Garden:** The parties agree that the Foundation has installed and maintains a Western Deciduous Azalea Display Garden at a mutually acceptable site adjacent to the Lake Wilderness Lodge. The Foundation, in coordination with the City, may remove the display garden within one year of termination of this agreement, provided a representative selection from the garden remains on site for the public's benefit.

25. PROJECT FINANCING: The City will support the Foundation in seeking grant opportunities for the maintenance, operation, and construction of the Arboretum.
26. CONTRACT DOCUMENTS AND BIDDING: The Foundation shall be responsible for preparing and submitting all of the required information necessary for obtaining any and all required permits, and will be considered the "applicant" pursuant to Ch. 197-11 WAC. The City shall be identified as the lead agency for the purpose of State Environmental Policy Act (SEPA) procedural determinations. The Foundation may request waiver of fees associated with any City permits and the City may consider such in accordance with City policy and state law.
27. PROJECT CONSTRUCTION: The Foundation shall perform the duties of the "Owner" as defined in any contract documents and specifications. In the construction of the Arboretum, and in regards to maintenance and repair of real property wherein land is affected, including trees, the Foundation shall comply with all applicable laws, statutes, rules, codes, regulations and ordinances, including, without limitation, all necessary governmental permits and approvals.

If at any time, in the reasonable judgment of the City, the Foundation or any of its agents, employees, officers, or contractees fail to competently perform the duties stated herein, the City may seek remedy using the provisions of paragraph 7.

28. LICENSE TO ENTER PROPERTY: The City hereby grants to the Foundation a limited license to enter upon its real property as necessary solely for the exercise of the rights and obligations set forth herein.

III. USE OF THE ARBORETUM

29. PERMITTED USES: The Foundation agrees to use the Arboretum for the primary purpose of providing historical, cultural, recreational, and educational services related to its functions as an Arboretum. The Foundation may use the Arboretum for its organizational purposes including membership activities, training, certification, support of similar or complimentary efforts and sale of items that are commonly sold at arboretums and normal fundraising activities, provided that the *net* proceeds of such activities shall be used solely for development, maintenance, and operations of the Arboretum. All activities conducted at the Arboretum are subject to the City's regulations and policies, and to the further provisions of this Agreement. Use of the Arboretum for other Foundation purposes shall not be permitted without the City's prior written consent.
30. PRIORITY USE: The Foundation will have priority use of the Arboretum during the period of this Agreement. All other uses of the Arboretum will be scheduled with and jointly approved by the Foundation and the City's representative. Because of the proximity of the Arboretum to the Lodge and the Park, the Foundation shall share information about Foundation events and activities with the City, and the two parties agree to work together to avoid scheduling conflicts.

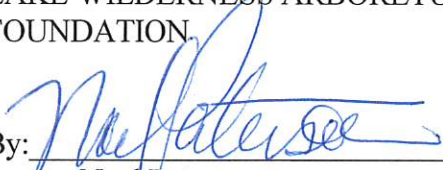
31. USE OF ARBORETUM FOR WEDDINGS: The Foundation agrees to allow the City to schedule, coordinate, promote, and operate wedding functions at the Arboretum. The City will compensate the Foundation equal to fifty (50) percent of the annual revenues collected by the City for the use of the grounds.
32. COMPLIANCE WITH ALL LAWS AND REGULATIONS: In using the Arboretum, the Foundation shall comply with all applicable laws, ordinances and regulations from any and all authorities having jurisdiction.
33. ENTIRE AGREEMENT: This Agreement contains the entire Agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Proposed changes that are mutually agreed upon shall be incorporated by written amendment to this Agreement.
34. WAIVER: It is hereby agreed that no waiver of any condition or covenant in this Agreement, shall be taken to constitute waiver of any subsequent condition or covenant.
26. SEVERABILITY: Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Foundation, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.
27. NOTICES: Any written notice required or permitted to be given herein shall be made via registered or certified U.S. mail, return receipt requested, or delivery in person to the party who is the intended recipient of the notice at the following addresses or such other respective addresses as either party hereto may from time to time designate in writing:

LAKE WILDERNESS
ARBORETUM FOUNDATION
President
P. O. Box 72
Maple Valley, WA 98038

CITY OF MAPLE VALLEY
City Manager
P. O. Box 320
Maple Valley, WA 98038

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LAKE WILDERNESS ARBORETUM
FOUNDATION

By: 
Noel Paterson
President, LWAF

CITY OF MAPLE VALLEY

By:  ASST CITY MANAGER
Laura Philpot
City Manager

APPROVED AS TO FORM:

By: 
City Attorney

Exhibits

- A – Property Description/Map (provided by City)
- B – Current Site Plan (provided by Foundation)
- C – Proof of Tax Exemption (provided by Foundation)
- D – Foundation Representative and Officers of Board (provided by Foundation)
- E – City Representative (provided by City)
- F – Insurance (provided by Foundation)

EXHIBIT A - Property Description/Map

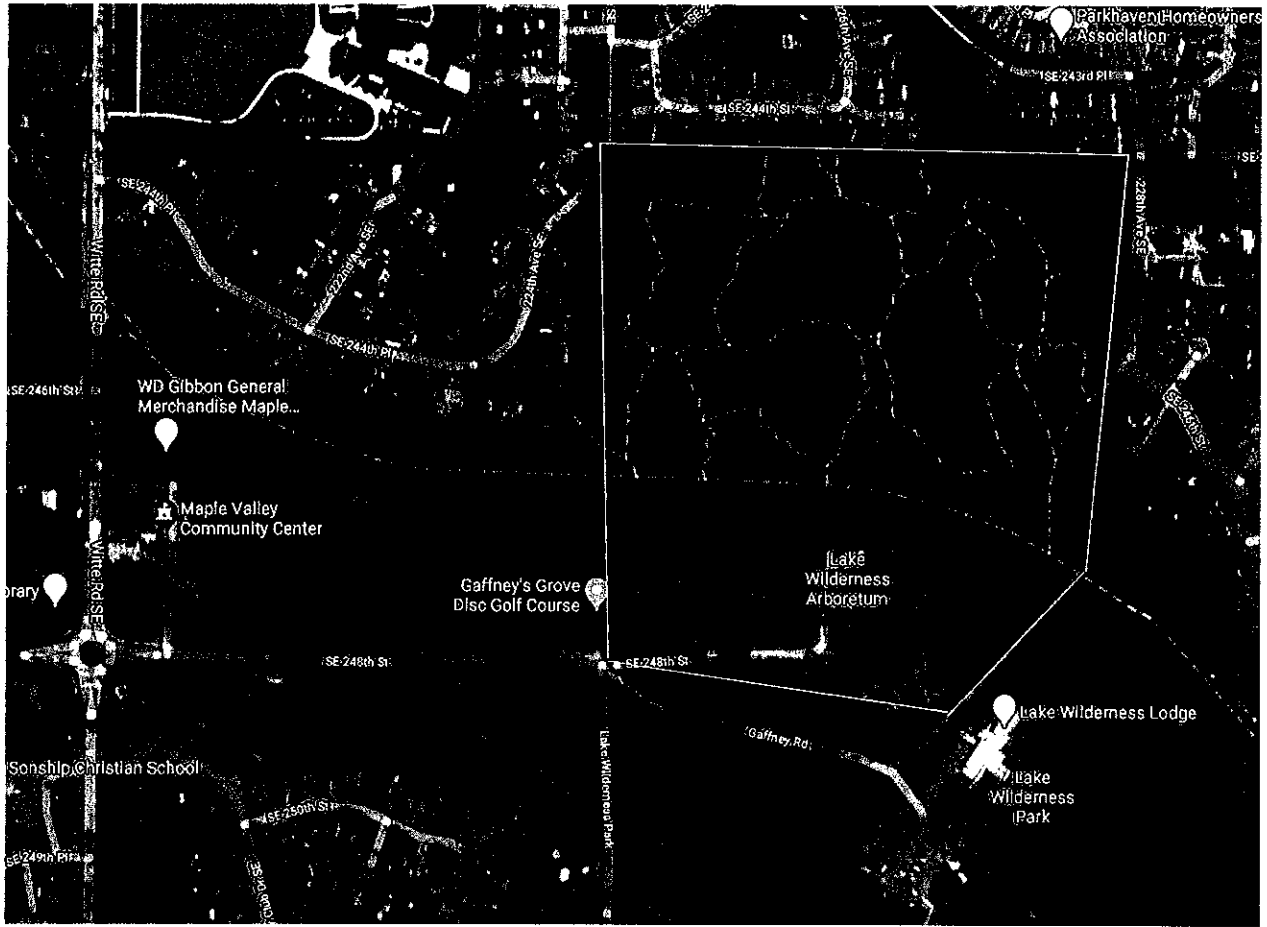


EXHIBIT B – Current Site Plan




Lake Wilderness Arboretum
Visitor's Map

- LAKE WILDERNESS ARBORETUM**
SE 248th St. Maple Valley, WA
42 Acres of Gardens and Forest Trails
- ★ Points of Interest
- | | | |
|------------------------------|---------------------------|-----------------------------|
| 1. Map/Information Kiosk | 6. Plant Sales and Events | 11. Pergola Rest Area |
| 2. Gazebo & Picnic Area | 7. Ant Hill and Highway | 12. Animal Service Highway |
| 3. Totem & Tribal Life Trail | 8. Pond & Water Feature | 13. Slash Piles |
| 4. Camp Circle Area | 9. Bridge & Rock Steps | 14. Wolf Trees (Old Growth) |
| 5. Squirrel Topiary | 10. Bat Tree House | 15. Fort Tree |

Open from dawn to dusk.
Entrance and parking are free.
www.lakewildernessarboretum.org

EXHIBIT C – Proof of Tax Exemption

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248336501
Apr. 09, 2008 LTR 4168C EO
91-6067924 000000 00 000
00016630
BODC: TE

LAKE WILDERNESS ARBORETUM
FOUNDATION
PO BOX 72
MAPLE VALLEY WA 98038-0072724

010346

Employer Identification Number: 91-6067924
Person to Contact: Ms. Holland
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Mar. 31, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in August 1966, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Requests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

EXHIBIT D – Foundation Representatives and Officers of Board

| | | | |
|-------------------------------|---------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------|
| President | Noel Paterson 21210 SE 270 th St. Maple Valley, WA 98038 | (C) 206-399-1847 | noelpaterson@gmail.com |
| Vice-President | Maggie Westerlund 22232 196 th Ave. SE Renton, WA 98058 | (H) 425-432-2098 (C) 206-930-2477 | unclefertch@msn.com |
| Recording Secretary | Diane Barnes 20039 SE 290th Pl Covington, WA 98042 | (H) 235-630-0201 (C) 503-929-0305 | diane.barnes@gmail.com |
| Corresponding Secretary | Open | | |
| Treasurer | Sarah Gilbert 22119 SE 277th ST Maple Valley, WA 98038 | (H) 425-413-0708 (C) 206-7154543 | LWAFtreasurer@gmail.com |
| BOARD MEMBERS AT LARGE | | | |
| | Mike Heller | | adkdaddio@outlook.com |
| | Bob Dunning | (C) 206-407-9827 | bob.dunning@gmail.com |
| | Debbie Fuchs 21515 SE 245 th St. Maple Valley, WA 98038 | (C) 425-358-0891 | debbiefuchs@hotmail.com |
| | Criss Vefik 1356 32 nd Pl. NE Auburn, WA 98002 | (H) 253-833-1351 (C) 253-347-1110 | crissbarrett@msn.com |
| | Roxann Harr | | roxhart2018@outlook.com |
| | Erin LaMontagne | | lamontangee73@gmail.com |

EXHIBIT E – City Representatives

Updated 2/12/2020

General and/or Agreement

Parks and Recreation Director
Dave Johnson
dave.johnson@maplevalleywa.gov

Maintenance

Park Operations Manager
Al Frank
Al.frank@maplevalleywa.gov

Rental/Scheduling

Event & Facility Coordinator
Rachiah Whipple
Rachiah.whipple@maplevalleywa.gov

EXHIBIT F – Insurance

See attached

CONTRACT/GRANT/DOCUMENT ROUTING & APPROVAL FORM

PLEASE COMPLETE & INCLUDE THE FOLLOWING (Please do not staple these items together):

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Document Preparation</p> <input type="checkbox"/> Save the Word version of contract <input type="checkbox"/> Complete <u>all</u> contract fields <input type="checkbox"/> Print a minimum of two originals <input type="checkbox"/> Include all attachments and exhibits | <p>Additional attachments</p> <input type="checkbox"/> One copy of the insurance documents <input type="checkbox"/> One copy of authorizing resolution <input type="checkbox"/> One copy of the entity's corporate registration <input type="checkbox"/> W-9 Tax Identification form <input type="checkbox"/> One copy of MRSC Roster information | <p>Background Check</p> <input type="checkbox"/> Background check authorized <input type="checkbox"/> Pass: <i>HR approval required</i> <p align="center">(Parks Contracts Only)</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

INFORMATION

The Deputy City Clerk will coordinate contract review and arrange for final execution. Once signed by the City, the contract originals will be mailed to the vendor/service provider. The vendor/service provider is responsible for signing and returning one signed original to the Deputy City Clerk. The Clerk's Department will hold the City's original. A scanned copy will be distributed to the originating department and to Finance. Please **COMPLETE** the following section for expeditious contract execution:

Type of document: Interlocal Agreement

Contract Originator: Dave Johnson Date: 2/24/2020

Department: Parks & Recreation Resolution No. (if any): R-20-1433

Contractor/Vendor/Lessor: Lake Wilderness Arboretum Foundation

Description: Cooperative Use Agreement

Contract Modification: _____ Contract/Bid/RFP #: C-20-1698

Effective Date: 2/24/20 Termination Date: 2/23/25 Renewal/Continuation: One 5-year extension

Total Amount (including reimbursable expenses): 0 CIP #: _____

| Account Coding: | Year | Amount | Account Code |
|----------------------|------|--------|--------------|
| Must be completed by | 20 | \$ | Acct #: |
| Contract Originator | 20 | \$ | Acct #: |
| | 20 | \$ | Acct #: |
| | 20 | \$ | Acct #: |

Available Budget: _____

Comments: _____

ROUTE FOR SIGNATURE
(Please Sign and Date)

- Dept. Head: [Signature] 2.25.2020
- HR & Deputy City Clerk: A. Dacuko 2.28.20
- Finance: [Signature]
- City Attorney: [Signature] 3-5-20
- City Clerk: A. Dacuko 3.6.20
- City Manager: [Signature] 3.6.20
- City Clerk (attest): A. Dacuko 3.6.20
- Alt. Authorized Director: _____

| | |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For City Clerks Department Use | |
| Clerk Receiving: <u>3148</u> | <input checked="" type="checkbox"/> Mailed <u>3/6/20</u> <input checked="" type="checkbox"/> Received <u>3/6/20</u> <input checked="" type="checkbox"/> Scanned <u>↓ ↓ ↓</u> <input checked="" type="checkbox"/> Emailed <u>↓ ↓ ↓</u> |
| Contract No.: <u>C-20-1698</u> | |