CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

CITY TREASURER
ROBIN NEWCOMB

PUBLIC WORKS

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

General Government Committee
Agenda
May 29, 2024
8:30 AM

119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

GENERAL GOVERNMENT COMMITTEE
STEVEN HARPER - CHAIR
JERRED WIES
BETH WILLIAMS

CITY ATTORNEY
ALEXANDRA KENYON

Join Virtually with Zoom: https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode:98922
TextMyGov **Receive city text alert notifications: text CLEELUM to 91896**

DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

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1. **Call to Order**
2. **Unfinished Business**
   a. Senior Center Funding - General Government Committee
   b. Cle Elum Municipal Code Review - Discussion
3. **New Business**
   a. Approve the Minutes from the General Government Committee Meeting Dated May 1, 2024
4. **Other Committee Comments**
5. **Adjourn**

Upcoming Meetings:
Next General Government Committee Meeting: June 26, 2024 @ 8:30 a.m.
Regular Council Meeting: June 11, 2024 @ 6:00 p.m.
Planning Commission Meeting: June 4, 2024 @ 6:00 p.m.
Lodging Tax & Events Committee Meeting: June 10, 2024 @ 8:30 a.m.
Public Safety & Health Committee Meeting: June 18, 2024 @ 1:00 p.m.
Public Works & Community Development Committee Meeting: June 6, 2024 @ 12:00 p.m.

Kittitas County, Washington
BOARD OF COUNTY COMMISSIONERS

District One	District Two	District Three
Cory Wright	Laura Osiadacz	Brett Wachsmith

To: Lori Nevin
Upper County Senior Center (Putnam Centennial Center)
719 East 3rd Street
Cle Elum, WA 98922

Date: December 20, 2023

Subject: Senior Center Agreement - 2024

From: Julie Kjorsvik, Clerk of the Board

☐ Original document returned for your information & records.

☐ Copy for your information & records.

☐ Please sign and return all enclosed documents to our office at your earliest convenience *(a fully executed document will be returned to you)*.

☒ Please sign and return a fully executed original back to our office at your earliest convenience.

If you have any questions, please feel free to contact our office at your convenience. Thank you.

AGREEMENT
UPPER KITTITAS COUNTY SENIOR CENTER
~~PUTNAM~~ CENTENNIAL CENTER

THIS AGREEMENT, dated this 19th day of December 2023, is made by and between KITTITAS COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "County" and the UPPER KITTITAS COUNTY SENIOR CENTER (~~Putnam~~ Centennial Center), a non-profit organization under the laws of the State of Washington, hereinafter referred to as the "Center."

1. PURPOSE. The purpose of this Agreement is to provide public services which will benefit senior citizens and others in Upper Kittitas County.

   a. The County enters into this Contract pursuant to the authority granted in RCW 36.01.010 and RCW 36.39.060, and agrees to pay the Center a sum of Forty Thousand dollars ($40,000.00) payable in equal monthly installments of 1/12th of the total sum in return for the Center's services set out below.

   b. In return, the Center will provide public services benefiting senior citizens and others in the communities of Upper Kittitas County as set forth herein and consistent with the by-laws of the Center, which states as follows;

      "The purpose of the Center shall be the operation to provide a network of services, including health, social, recreation, educational programs and transportation for all members regardless of race, color, creed, sex or national origin. They shall also, upon approval of the Board of Directors, allow the Center to be used for community activities."

2. SERVICES PROVIDED BY THE CENTER. Areas of service to be provided by the Center, but not limited to, are the following;

   a. Provision of a meeting space for ~~AARP,~~ County meetings and other public meetings which affect senior citizens.

   b. Serving as an Upper Kittitas County Emergency Shelter (as designated by Kittitas County Board of Commissioners – Resolution 2007-01).

   c. Provision of personal enrichment, fellowship and other activities for seniors.

   d. Provision of a meeting place for senior networking lunches for social service agents working with seniors in Upper Kittitas County.

   e. Provision of a work space for social service agencies serving seniors when such agencies operate in Upper Kittitas County.

   f. Provision of drop-in activities for seniors.

   g. Provisions for informational brochures, flyers and pamphlets about services to be made available in the Center's magazine rack and on its bulletin board.

h. Provisions for ~~a weekly~~ newspaper article and ~~monthly~~ calendar of events to be published to keep seniors informed of scheduled events.

i. Provision of an informational network for seniors to help access services to meet their needs.

j. Provision of call-in referral services to direct callers to the appropriate agency to address the nature of their call.

k. Provision of exercise classes, arts and craft classes, personal enrichment classes, lectures, health care services and other activities.

l. Provision of adequate space for Kittitas County to provide services as needed to Upper Kittitas County residents. If this agreement is terminated or not renewed, the County and the Center will negotiate an acceptable lease for the space dedicated for County use.

3. TERMS OF AGREEMENT.

a. Commencement and Renewal of Term: This Agreement shall be in effect for the period between January 1, 2024, and ending December 31, 2024. The parties agree to meet before the end of each calendar year to negotiate the continuation of this Agreement, unless earlier terminated by giving Thirty (30) days written notice to the other party before December 31. However, there is no assurance of renewing this Agreement until both parties have signed a new Agreement.

b. Termination for Change in Funding: If the funds upon which the County has relied to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Agreement by providing at least Fifteen (15) days written notice to the Center.

c. Termination for Convenience: Either party may terminate this Agreement for convenience upon giving the other party at least Sixty (60) days written notice.

d. Termination for Default or Non-Performance: If either party defaults in its performance under this Agreement, the non-defaulting party may give the defaulting party written notice that it has Fifteen (15) days in which to cure the default. If the defaulting party fails to commence correction of such non-performance within the Fifteen (15) days and fails to diligently complete the correction thereafter, the non-defaulting party may terminate this Agreement. In the event of such termination, the non-defaulting party shall have all rights and remedies available to it under the law.

e. Payment for Authorized Work: Upon termination for any cause, the Center will be paid for all authorized work performed up to and including the termination date.

f. Records to be Kept. The Center shall keep adequate records to reflect the services delivered, and such records shall be open to the County's inspection and audit.

g. County Observation. The County shall have the right to observe the activities conducted in the Center and shall have the right to determine whether said activities meet the requirements of this contract. The Center agrees to make any changes requested by the County with respect to the manner in which it conducts its activities and delivers its services for which it claims reimbursement.

h. Failure to Comply. Failure to comply with any of the provisions stated in this Agreement shall constitute material breach of contract and be cause for termination.

i. Public Records. The County respects the confidentially of information provided to the County. However, any documents provided to the County will become County property and thus public information. To the extent required by law, such documents may be subject to public disclosure requirements.

4. INDEPENDENT RELATIONSHIP OF THE PARTIES.

a. The parties agree that they are independent entities organized under the laws of the State of Washington operating pursuant to the terms and conditions of this Agreement.

b. No agent, employee, servant or representative of either party shall be deemed to be an agent, employee, servant or representative of the other party for any purpose, and employees of one party are not entitled to the benefits the other party provides to its employees.

c. Each party is solely responsible for its acts and the acts of its agents, employees, servants, subcontractors, volunteers or representatives during the term of this Agreement.

d. In relation to the performance of this Agreement, neither party will hold out itself or any of its officers, agents, employees, servants or representatives as, nor claim status as, an officer, agent, employee, servant or representative of the other and will not claim for itself or its officers, agents, employees, servants or representatives any rights, privileges or benefits which would accrue to an officer, agent, employee, servant or representative of the other.

5. COMPLIANCE WITH LEGAL REQUIREMENTS.

a. In the performance of this Agreement, each party accepts responsibility for compliance with federal, state and local laws and regulations. The Center specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

b. The County is an equal opportunity employer. In the performance of this Agreement, the Center will not discriminate against any employee or applicant for employment on grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

i. Such nondiscrimination in employment shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.

ii. The Center shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

c. In the performance of this Agreement, the Center will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

6. INSURANCE.

a. The Center shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Center, its agents, employees, servants or representatives.

b. The Center is responsible for maintaining the following:

i. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident. If necessary, the policy shall be endorsed to provide contractual liability coverage.

ii. Commercial general liability insurance covering liability arising from premises, operations, independent contractors and personal injury and advertising injury, such coverage to be written with limits no less than One Million Dollars ($1,000,000) per each occurrence and Two Million Dollars ($2,000,000) general aggregate.

iii. Where professionals act on behalf of the Center to perform professional services through the Center, the Center shall obtain professional liability insurance with limits of no less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) policy aggregate limit.

iv. Where required, the Center shall obtain workers' compensation coverage as mandated by the Washington State Department of Labor and Industries.

v. All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

c. Other Insurance Provisions:

i. Kittitas County shall be named as an additional insured under the Center's commercial general liability insurance policy with respect to work performed for the County. The Center must provide to the County a policy of endorsement as evidence of the additional insured coverage, which endorsement must state that the Center's insurance shall not be reduced or cancelled without Thirty (30) Days prior written notice sent to the County by certified mail, return receipt requested.

ii. The Center's insurance policies for automobile liability, professional liability and commercial general liability shall provide, or be endorsed to provide, that the Center's insurance coverage shall be primary insurance with respect to the County. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be excess of the Center's insurance and shall not contribute with it.

d. Verification of Coverage: Upon adoption of this Agreement, the Center shall furnish the County with original certificates and a copy of any amendatory endorsements including, but not limited to, the additional insured endorsement evidencing the Center's insurance requirements. Certificates of insurance and policy endorsements shall be furnished and signed by a person authorized by the respective insurance company to bind coverage on the insurance company's behalf.

7. INDEMNIFICATION AND HOLD HARMLESS.

a. No liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.

b. To the extent of its comparative liability, each party shall indemnify, defend and hold harmless the other party, its departments, elected and appointed officials, agents, employees, servants and representatives, from and against any and all claims, damages, losses, expenses or suits, including reasonable attorney fees and costs, arising out of or resulting from the activities or services undertaken by the Center in meeting its obligations under this Agreement.

c. It is specifically agreed that the Center shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Center or the Center's employees.

8. ASSIGNMENT.

The Center shall not assign its performance under this Agreement or any portion of this Agreement without the express written consent of the County, which consent must be sought in writing by the Center not less than Thirty (30) days prior to the date of any proposed assignment. The County reserves the right to reject without cause any such assignment. If such assignment is authorized by the County, the assignment shall include appropriate safeguards against discrimination. The Center shall take such action as may be required to ensure full compliance with all the above provisions concerning nondiscrimination in employment and in receipt of services or benefits provided under this Agreement.

9. MODIFICATION AND WAIVER.

a. This Agreement may be amended, superseded, cancelled, renewed or extended and the terms hereof may be waived, only by a written consent signed by the parties or, in the case of a waiver, by the party waiving compliance.

b. The parties agree that forgiveness of any delay or non-performance of any provision of this Agreement, by any party in exercising any right, power or privilege under this Agreement, does not constitute a waiver of the provisions of this Agreement. No whole or partial waiver on the part of any party of any right, power or privilege under specific circumstances shall operate or be construed as a future waiver of such right, power or privilege.

c. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity, except where this Agreement expressly provides otherwise.

d. Only the Board of Kittitas County Commissioners is authorized to agree to modifications on behalf of the County.

10. DISPUTE RESOLUTION, JURISDICTION AND VENUE.

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. In the event of a dispute regarding termination of this contract, the County and the Center agree to resolve such dispute through mediation, if possible. In the event that mediation is unsuccessful, the parties agree that the venue for any litigation shall lie in Kittitas County.

11. ENTIRE AGREEMENT.

The parties agree that this contract is the complete expression of the parties' Agreement and any oral representations or understandings not incorporated herein, or any other terms not found herein, are excluded.

12. SEVERABILITY.

a. If for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision or part found to be invalid.

b. If any provision of this Agreement is in conflict with any statutory provision in the State of Washington, said conflicting provision shall be deemed inoperative and null and void as to the extent of said conflict, and this agreement shall be deemed modified to conform to the valid statutory provision.

c. In the event that any agency of the State of Washington or any federal agency shall issue a formal or informal opinion declaring that this entire Agreement is unlawful or *ultra vires*, or in the event that any court so rules, the Center shall, upon demand of the County, refund to the County any payments hereunder made.

DATED this 19th day of December 2023.

UPPER KITTITAS COUNTY SENIOR CENTER (PUTNAM CENTENNIAL)

Executive Director

ATTEST:

Julie A. Kjorsvik
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS KITTITAS COUNTY, WASHINGTON

Cory Wright, Chairman

Brett Wachsmith, Vice-Chairman

Laura Osiadacz, Commissioner

Approved as to form:

_____

Deputy Prosecuting Attorney

Contract for Services between Kittitas County and UKCSC

2. Data:

a. UKCSC Members 401 total.

b. UKCSC Members with a 98922 zip code = 226 (46 of those use a PO Box)

c. UKC Commissioner District 2 population 14,706 (https://hub.arcgis.com/datasets/kitcogis::commissioner-districts/explore)

d. City of Cle Elum population in 2022 was 2,116. Age 50+ was 1,037 (49%) (censusreporter.org)

e. Patrons using the facility are not tracked by Zip Code, however we did track each visitor to our 2023 Holiday Bazaar by zip code (attached)

Please let me know if the Councilors request any other information. When it's set up, please email me a link to the meeting on April 24, 8:30 am.

200012010042
Page: 1 of 10
12/01/2000 03:42P
Kittitas Co Auditor CONE ET AL AGR 17.00

AFTER RECORDING MAIL TO:
CONE, GILREATH, ELLIS, COLE & ANDERSON
PO BOX 499
ELLENSBURG WA 98926

Document Title(s): (or transactions contained therein)
1. Property Use Agreement Between City of Cle Elum and Upper Kittitas County Senior Center
2.

Reference Number(s) of Documents assigned or released:

[ ] Additional numbers on page ___ of document

Grantor(s): (Last name first, then first name and initials)
1. City of Cle Elum
2.
3. [ ] Additional names on page ___ of document

Grantee(s): (Last name first, then first name and initials)
1. Upper Kittitas County Senior Center
2.
3. [ ] Additional names on page ___ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or quarter/quarter section/township/range)

20-15-26041-0002

[x] Complete legal description is on Exhibit A of the document

Assessor's Property Tax Parcel/Account Number(s):

Note: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

PROPERTY USE AGREEMENT BETWEEN

CITY OF CLE ELUM AND UPPER KITTITAS COUNTY SENIOR CENTER

An Agreement between the City of Cle Elum, a Washington municipal corporation of the second class and the Upper Kittitas County Senior Center, a non-profit 501c3 corporation, for the use of a portion of the area of land known as Centennial Park, so the Upper Kittitas County Senior Center can carry out its program of services for the community's senior citizens.

ARTICLE I - BACKGROUND

1. The City of Cle Elum (the City) owns Centennial Park, a park approximately 8 acres in area with about 5 acres in use as ball fields and related parking, located on the north side of Third Street at Yakima Avenue, in Cle Elum, Kittitas County, Washington.

2. The Upper Kittitas County Senior Center (UKCSC) has been in operation as an I.R.C. non-profit 501©(3) corporation for the past 8 years, and provides a wide range of services for area senior citizens, including meals, recreational activities, educational programs, fellowship opportunities, field trips, and social services.

3. The UKCSC is currently located in the Upper Kittitas County District Court building. The lease is due to expire within the next year and a half, and is not likely to be renewed. Further, the existing leased space cannot adequately support the UKCSC programs both in terms of size and facilities.

4. The UKCSC has developed plans to build a new Senior Center building, to be financed with accumulated savings, and relying substantially on donated materials and labor.

5. In recognition of the importance of supporting its senior citizens, the City currently provides direct financial support to the UKCSC, which directs much needed services to senior citizens in the community, most of whom are on limited, fixed incomes.

6. The City and UKCSC have now determined that it is in their mutual best interests to enter into a written agreement, authorizing UKCSC to use a portion of Centennial Park for the construction and operation of a building which will house the UKCSC programs, activities and services.

ARTICLE II - PURPOSE OF AGREEMENT

The purpose of this Agreement is to:

1. Provide the terms and conditions under which UKCSC can use a portion of Centennial Park to construct and operate a Senior Center building for their programs and activities.

2. Define operational and maintenance responsibilities.

3. Identify responsibilities for costs and address liability issues.

4. Identify a process to provide for improvements and upgrades.

ARTICLE III - DURATION OF AGREEMENT

1. This Agreement shall extend for a term of fifty (50) years from the date the Agreement is executed by the Parties.

ARTICLE IV - EFFECTIVE DATE OF AGREEMENT

1. This Agreement shall become effective on the date first appearing below.

ARTICLE V - DESCRIPTION OF PROPERTY SUBJECT TO AGREEMENT

1. This Agreement shall apply and pertain to that portion of Centennial Park identified and described on Exhibit A, which is hereby incorporated as a part of this Agreement.

ARTICLE VI - PERMITTED USES

1. UKCSC may use the property described in this Agreement for all programs and activities which are undertaken under the sponsorship and in support of the goals and mission of UKCSC. Such programs and activities may include, but are not limited to regular meetings, group meals, recreational events and activities, social gatherings, and educational and informational presentations.

2. UKCSC may also rent the facility to outside groups for such functions as community gatherings, class reunions, and wedding receptions, provided that such rentals or permissions to use the facility meet all of the following minimum requirements:
   a. Prior to any rentals, the UKCSC shall prepare a written policy establishing the terms and conditions for such rentals, which must be approved by the City and formally adopted by the UKCSC Board of Directors. The

UKCSC executive director shall be authorized to approve applications for rentals, provided that such applications comply with the terms of the duly adopted rental policy.

b. The written policy must, at a minimum, require proof of insurance from any users, and include adequate deposit to cover damage and repairs.

c. Proceeds from all rentals must be used in support of UKCSC programs and activities.

d. Facility rentals must be scheduled in such a way as to not unduly interfere with or limit the availability of the facility for regular UKCSC programs and activities.

3. UKCSC may sublease space within the building, or enter into separate use agreements, with organizations or agencies which provide educational or social service functions which are generally related or in support of the overall UKCSC mission and goals (see Attachment A), provided that all such subleases must meet the following minimum requirements:

a. The City must be a signatory party to all such sublease agreements.

b. Proof of insurance must be provided by any group or organization seeking to obtain a sublease for use of part of the building.

c. Proceeds from all subleases must be used in support of overall UKCSC programs and activities.

d. Subleases must not involve facility commitments which would unduly interfere with or limit the ability of UKCSC to meet its primary facility needs.

e. All sublessees shall be required to comply with all applicable local, state and federal laws and regulations.

4. UKCSC shall not be charged any rent payment for the use of the above described property, so long as it is used in accordance with the terms and provisions of this Agreement.

ARTICLE VII - IMPROVEMENTS

1. Project site plans and initial Senior Center building construction plans must be approved by the City Council. Modifications and/or improvements to the building or adjacent property covered by this Use Agreement must be requested and approved by the Building Official. No improvements or modifications will be installed or provided by UKCSC without the written permission of the City Administrator. This permission will be granted upon demonstration that the improvement will provide a benefit to UKCSC program participants and will not detract from the appearance and function of the property.

2. UKCSC shall obtain any and all local, state or federal permits associated with construction and development activities undertaken by UKCSC within the terms and provisions of this Agreement.

3. UKCSC shall assume the costs of maintaining any improvements to the property covered by this Agreement, unless otherwise agreed to by the City Council. Should an improvement be made without the permission of the City, the City has the right to direct UKCSC to remove the improvement within thirty (30) days at UKCSC cost. If the improvement is not removed within 30 days, the City may remove the improvement and bill UKCSC for all related costs and will be entitled to full payment for those removal costs through use of any and all mechanisms allowed to it by law.

ARTICLE VIII - RULES, LAWS, AND ORDINANCES

1. UKCSC agrees to abide by and uphold the policies and ordinances of the City of Cle Elum and the laws and regulations of the State of Washington, including those which regulate the operation of food and beverage serving facilities.

ARTICLE IX - RIGHT TO ENTER

1. The City shall have the right to enter UKCSC facilities for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance and compliance with the provisions of this Agreement. The City shall provide advance notice, and shall attempt to conduct such inspections during reasonable operating hours, unless exigent circumstances exist.

ARTICLE X - ANNUAL REPORT TO COUNCIL

1. UKCSC shall meet with the City Council on an annual basis to report on the status of Senior Center activities and programs.

ARTICLE XI- TERMINATION

1. Upon termination or expiration of this Agreement, any permanent structure(s) or improvements placed on the property by UKCSC shall become the property of the City.

2. Failure to fulfill the terms, conditions, and obligations of this Agreement by either Party may be determined to constitute a breach of the Agreement, giving rise to termination of the Agreement. A minimum of sixty (60) days notice to correct any failure regarding the terms, conditions, and obligations of this Agreement shall be provided prior to taking steps to terminate the Agreement.

3. UKCSC shall have a period of 18 months from the date of signing of this Agreement to complete construction of the Senior Center building as designed and planned, on this property. At its sole discretion, the City of Cle Elum may grant one or more subsequent six (6) month extensions to this completion deadline. If the completion deadline expires, and the City fails to grant an extension, the termination provisions of this Agreement shall apply. The deadline for extension application shall be not less than thirty (30) days prior to expiration of the Agreement.

4. Unless determined otherwise by the City of Cle Elum, this Agreement shall obligate UKCSC to restore this property to its pre-construction condition, in the event that the termination provisions of the Agreement are invoked.

5. In the event that UKCSC fails to complete the construction of the proposed Senior Center building within the allowed time, as may be extended pursuant to this Agreement, then UKCSC agrees to indemnify and hold the City harmless from any materialman's or mechanic's liens and any and all other unpaid obligations constituting liens against, as well as any other claims, suits or actions for damages, including without limitation attorneys' fees, expert witness fees, costs and disbursements, associated with the Senior Center building to be built by UKCSC pursuant to this Agreement.

ARTICLE XII - NON-DISCRIMINATION

1. UKCSC agrees to comply with all local, state, federal, and all other applicable laws against discrimination.

ARTICLE XIII - LIABILITY

1. UKCSC shall secure and maintain commercial general liability insurance for the entire term of this Agreement to cover all UKCSC uses of the property. Said insurance shall be in the amount of not less than $1 million per occurrence. The City shall be named additional insured for said policy or policies, and a certificate of insurance so naming the City, along with a copy of the policy binder, shall be provided to the City within fifteen (15) days of the effective date of the policy.

2. The City shall be provided with at least thirty (30) days notice in the event of cancellation of UKCSC's liability insurance coverage.

3. The City reserves the right to review and adjust the minimum amount of insurance coverage required of UKCSC at ten (10) year intervals throughout the life of this Agreement.

4. UKCSC shall be responsible for obtaining, prior to construction activity on the Senior Center building, Builders Risk insurance coverage for its Senior Center construction project. This coverage must cover the entire period while construction is underway. UKCSC must provide the City with an estimated value for the completed structure, to enable the City to confirm that the amount of insurance is adequate to cover building replacement.

5. UKCSC shall be responsible for providing the City with verification that all groups and individuals working on the project have Labor and Industries coverage against on the job injury. This coverage must extend throughout the period that construction is underway.

6. UKCSC shall be responsible for providing the City with verification that the project is covered by General Contractor's Liability Insurance, in an amount of $1 million, with the City named as additional insured.

7. UKCSC shall submit to the City, upon request, certificates of insurance and copies of the endorsements on all insurance policies required by this Agreement, said documents to evidence the insurance coverages and provide for thirty (30) days' notice of any reduction in insurance coverage during performance of this contract, and naming the City of Cle Elum, its elected officials, officers, employees, agents and representatives as additional insureds.

ARTICLE XIV - INTERPRETATION

1. This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Washington, and the parties intend that Washington law shall apply to the interpretation hereof. Venue to enforce all obligations under this Agreement shall be Kittitas County Superior Court.

2. In the event that either party commences proceedings in Kittitas County Superior Court to interpret or enforce this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and costs and disbursements, including expert witness fees, reasonably incurred or made in such proceedings, including appellate proceedings.

3. This Agreement is an agreement recordable with the Kittitas County Auditor, and shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors, and assigns.

ARTICLE XV - AMENDMENTS/MODIFICATION

1. The provisions of this Agreement may be amended only by written instrument duly executed by both Parties, after approval by the Cle Elum City Council. Notwithstanding the provisions of this Agreement, the Senior Center reserves the right to propose to the City additional plans for the use of this property.

ARTICLE XVI - INDEMNIFICATION

1. UKCSC and the City shall indemnify and hold harmless the other Party, its officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions by the other Party, its officers, agents, and employees, in performing its obligations under this Agreement.

2. In the event that any suit based upon such a claim, action, loss, or damages, resulting from the actions of UKCSC, is brought against the City, UKCSC shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgement is rendered against the City, its officers, agents and employees or jointly against the City and UKCSC and their respective officers, agents, employees, UKCSC shall satisfy the same, except in those cases which are solely due to City negligence.

3. In the event that any suit based upon such a claim, action, loss, or damages, resulting from the actions of the City, is brought against UKCSC, the City shall defend the same at its sole cost and expense; provided that UKCSC retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgement is rendered against UKCSC, its officers, agents, and employees or jointly against UKCSC and their respective officers, agents, and employees, the City shall satisfy the same.

ARTICLE XVII - ENTIRE AGREEMENT

1. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

ARTICLE XVIII - RATIFICATION

1. Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XIX - SEVERABILITY

1. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, The City and UKCSC have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 13th day of October, 2000.

CITY OF CLE ELUM

By: _____
Gary Berndt, Mayor

Attest: _____
DeLiela Bannister, City Clerk

Approved as to form:

_____
Erin Anderson, City Attorney

UPPER KITTITAS COUNTY SENIOR CENTER

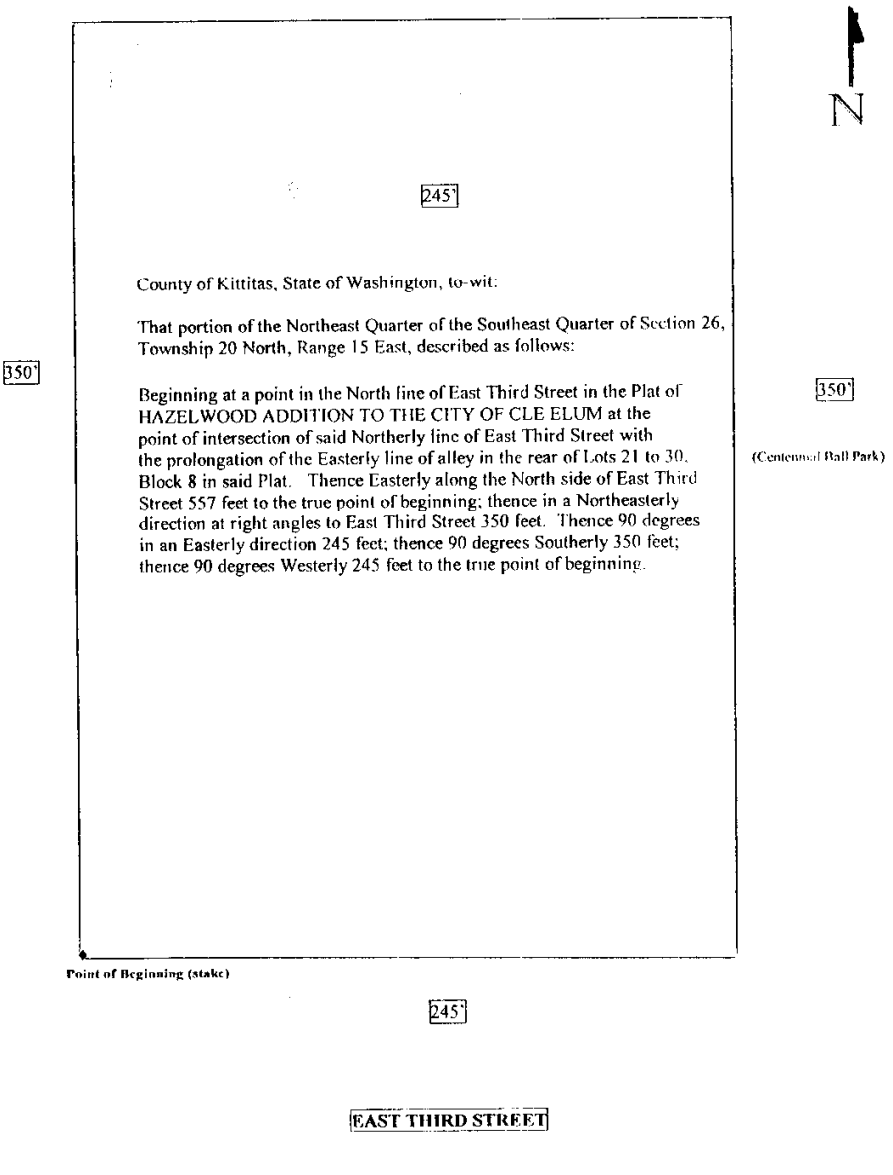
By: _____
Jeronimo Romero, President

By: _____
Uzell Snook, Treasurer

Attest: _____
Isabell Allen, Director

EXHIBIT A

(Legal Description for Attachment to Land Use Agreement between City of Cle Elum and UKC Senior Center)



County of Kittitas, State of Washington, to-wit:

That portion of the Northeast Quarter of the Southeast Quarter of Section 26, Township 20 North, Range 15 East, described as follows:

Beginning at a point in the North line of East Third Street in the Plat of HAZELWOOD ADDITION TO THE CITY OF CLE ELUM at the point of intersection of said Northerly line of East Third Street with the prolongation of the Easterly line of alley in the rear of Lots 21 to 30, Block 8 in said Plat. Thence Easterly along the North side of East Third Street 557 feet to the true point of beginning; thence in a Northeasterly direction at right angles to East Third Street 350 feet. Thence 90 degrees in an Easterly direction 245 feet; thence 90 degrees Southerly 350 feet; thence 90 degrees Westerly 245 feet to the true point of beginning.

CLE ELUM GENERAL GOVERNMENT COMMITTEE
MINUTES
MAY 1, 2024
8:30 AM
119 W FIRST STREET
CLE ELUM, WA 98922

1. **Call to Order**

Steven Harper - Committee Member present
Jerred Weis - Committee Member present
Beth Williams - Committee Member absent

Rob Omans - City Administrator
Debbie Lee - Clerk

2. **Unfinished Business**

a. Senior Center Funding - General Government Committee

Lori Nevin from the Senior Center provided the committee with the contract that the Senior Center and Kittitas County currently have. Kittitas County currently helps fund the Senior Center with $40,000.00 per year. Lori would like the Cle Elum General Government Committee and the Council to identify their needs regarding the center. Lori mentioned that most Senior Centers are funded totally by the city that they are located in. The Upper Kittitas County Senior Center has a different business model since it serves multiple cities. Lori stated that the best part about the center is what it does for the community. There are 2.2 paid staff, otherwise the center runs on volunteers.

It was explained that the membership is $25 per year per person or $250 for a lifetime membership. This membership offers the monthly newsletter, free dinner at the annual dinner, voting rights, and a free meal during your birthday month. You do not need to be a member to come to the Senior Center or a senior. Last week, the State of Washington presented the interim board with an award for stepping up and running the center during the time they did not have a director. There were over 100 nominations for this award.

Discussion was had about the value of the land that the City owns where the Senior Center is located. Committee Member Harper stated that with the City owning the land, this allows the Senior Center to apply for grants that they might not otherwise be able to apply for.

Lori Nevin asked about a time line. Committee Chair Harper stated he will bring it to the Council for discussion on May 14, 2024 and then it will go back to the Committee on May 22, 2024 so the Committee can finalize an agreement. Most likely a final decision could be at the June 11, 2024 Council Meeting.

Committee Chair Harper thought a good starting point would be a suggestion of $10,000 per year and his goal is to get it in this years budget. The Council can discuss what their

thoughts are on amount of meetings they might need the space for or other uses the city may need.

b. City of Cle Elum Personnel Policy - Finance Director Robin Newcomb

Committee Chair Harper would like these items in the personnel policy to be tabled until the Collective Bargaining is complete as there may be other changes that need to be made.

Discussion was had about removing or keeping the gratuity/tip as a non-allowable expense. Committee Member Harper feels this is gifting of public funds and should be removed. This item will also be tabled until the Collective Bargaining is complete.

3. New Business

a. Approve the Minutes of the General Government Committee Meeting Dated March 27, 2024

MOTION: Committee Member Harper made a motion to approve the minutes for the meeting dated March 27, 2024; seconded by Committee Member Weis.
MOTION CARRIED: 2 yes 0 no.

b. Cle Elum Municipal Code Review - Discussion

Committee Members present started with the general provisions of the Cle Elum Municipal Code.

They did discuss under Definitions 1.04.010 changing "all Councilmen" to Councilmembers. The Committee will finish reading through Title 1 and discuss it at the next meeting.

4. Other Committee Comments

5. Adjourn

Meeting adjourned 9:37 a.m.

Steven Harper, Chair

Debbie Lee, Clerk