

RESOLUTION NO. 08-539

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A SERVICES
AGREEMENT BETWEEN THE CITY OF BLACK DIAMOND
AND THE BLACK DIAMOND COMMUNITY CENTER**

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

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

WHEREAS, in consideration for the public benefit Black Diamond Community Center's programs provide, the City provides various administrative, facilities and maintenance services; and

WHEREAS, the City of Black Diamond and the Black Diamond Community Center desire to formalize an agreement that sets forth the services provided by the City to the Black Diamond Community Center in consideration of the programs they provide for the public welfare and public benefit;

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

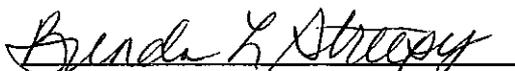
Section 1. The Mayor is hereby authorized to execute a services agreement between the City of Black Diamond and the Black Diamond Community Center in the form as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF SEPTEMBER, 2008.

CITY OF BLACK DIAMOND:


Howard Botts, Mayor

Attest:


Brenda L. Streepy, City Clerk

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

1. Date and Parties. This Agreement is made this 4th day of September, 2008, by and between the City of Black Diamond, Washington ("City") and Black Diamond Community Center, a Washington nonprofit corporation ("BDCC").

2. General Recitals.

2.1 BDCC owns and operates the Black Diamond Community Center located at 31605 Third Avenue in Black Diamond, Washington (the "Community Center").

2.2 BDCC provides many services for the public welfare and the citizens of Black Diamond, including operating an emergency food bank and emergency clothing and household goods bank, energy assistance for low-income families, meals on wheels for the homebound or disabled, senior nutrition programs, adult day health programs for homebound and disabled seniors, youth and family programs, and meth lab awareness education.

2.3 In consideration for the public benefit BDCC's programs provide, the City provides various services to BDCC, including providing insurance for the community center and the community center's vehicles, providing snow plowing as needed and other intermittent maintenance of the community center parking lot, and providing occasional copying or other minor administrative services for community events.

2.4 The parties desire to formalize an agreement that sets forth the services provided by the City to BDCC in consideration of the programs BDCC provides for the public welfare and public benefit.

3. Public Services provided by BDCC. BDCC shall provide services for the welfare and benefit of the citizens of Black Diamond and the surrounding community at the Community Center, including operating an emergency food bank and emergency clothing and household goods bank, energy assistance for low-income families, meals on wheels for the homebound or disabled, senior nutrition programs, adult day health programs for homebound and disabled seniors, youth and family programs, and meth lab awareness education, or similar programs.

4. Services provided by City. In consideration of the public services provided by BDCC described in Section 3 of this Agreement, the City shall provide the following:

4.1 Commercial General Liability insurance covering the Community Center. The limits of the policy shall be \$ 20,000,000. BDCC shall be named as an insured on the policy.

4.2 Property Insurance covering the full value of the Community Center and improvements. BDCC shall be named as an insured on the policy.

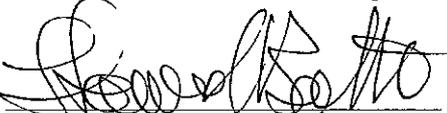
4.3 Automobile Liability insurance covering motor vehicles owned by BDCC for Community Center use, up to a maximum of 4 vehicles. The minimum combined single limit for bodily injury and property damage shall be \$ 10,000,000 per accident. BDCC shall be named as an insured on the policy.

4.4 Snow removal as needed and other intermittent maintenance of the Community Center parking lot, at the discretion of the City.

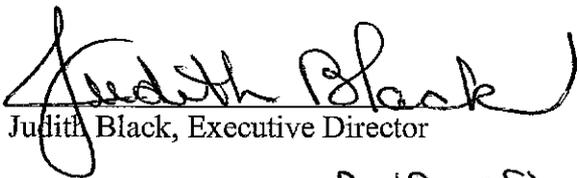
4.5 Occasional copying or other minor administrative services for Community Center events, at the discretion of the City.

5. Term of Agreement: This Agreement shall become effective upon the date set forth above and shall remain in effect until terminated by either party. Either party may terminate this Agreement upon providing 30 days advance written notice to the other party.

City of Black Diamond, Washington

By: 
Howard Botts, Mayor

Black Diamond Community Center, a
Washington nonprofit corporation

By: 
Judith Black, Executive Director

8-19-08