FACILITY USE AGREEMENT BETWEEN THE COUNCIL ON AGING & HUMAN SERVICES (COA HUMAN SERVICES), A NONPROFIT CORPORATION AND THE CITY OF COLFAX, WASHINGTON

THIS FACILITY USE AGREEMENT (hereinafter called "Agreement") is entered into by and between the COUNCIL ON AGING & HUMAN SERVICES (hereinafter called "COAHS") and the CITY OF COLFAX, WASHINGTON (hereinafter called "City") as of July 8, 2016 as authorized by RCW 35.86.040. The COAHS and the CITY are hereinafter referred to as the "Parties."

BACKGROUND and PURPOSE

The COAHS is a private non-profit public-benefit organization committed to enhancing lives and supporting communities with transportation and nutrition services. COAHS needs a place in the CITY to store their transit vehicles. The parking facility at Firemen's Park can accommodate COAHS vehicles. The CITY owns the mini-park and parking facility whose legal description is "Lot 1 and the North half of Lot 2, Block 49, ORIGINAL TOWN OF COLFAX according to the plat thereof recorded in Volume A of Plats, page 16, records of Whitman County, Washington." more commonly known as FIREMEN's PARK. The deed to the park and parking lot recorded on November 25th, 1996 states any sales or rental of the facility must be approved by the WASHINGTON STATE TRANSPORTATION COMMISSION. While the WASHINGTON STATE TRANSPORTATION COMMISSION does not allow the CITY to assess a lease cost on the facility, it does allow the CITY to recoup proportional operation and maintenance costs of the parking lot. The purpose of this Agreement is:

1) To establish the terms and conditions under which the CITY will provide facility use to COAHS.

NOW, THEREFORE, it is hereby agreed by and between the parties herto as follows:

1. The CITY shall allow the COAHS to utilize the parking facility at Firemen's Park to house its fleet with no rental/lease rate per WASHINGTON STATE TRANSPORATION COMMISSION policy.

2. The COAHS shall remit to the city on August 1st and February 1st a payment of $600 to the CITY to be used solely on maintenance activities of the Firemen's Park parking lot.

3. Each party holds harmless and shall indemnify the other for all losses and claims; including attorney's fees arising pursuant to this Agreement for its own acts, errors, or omissions.

4. Five (5) parking spots are to remain open for unrestricted citizen use.

5. Each party shall continue to be responsible for its own equipment, employees, and property

6. This Agreement shall be in effect for 2016 thru 2018 and maybe thereafter extended upon such terms and conditions as are mutually agreed to between the parties.

7. Either party can terminate the agreement with 30 days written notice to the other party.

IN WITNESS WHEREOF, the said COAHS and the said CITY have caused this contract and agreement to be executed by their respective officers on the day and year first written above.

COUNCIL ON AGING & HUMAN SERVICES

By: Paige Collins

Executive Director

~~President~~, Council on Aging & Human Services

Attested to by:

Suzanne Sugimura

Director of Transportation

~~Secretary~~, Council on Aging & Human Services

CITY OF COLFAX

By: _____

G. Todd Vanek, Mayor, City of Colfax

Attested to by:

Connie Ellis

Connie Ellis, Clerk, City of Colfax

Approved as to form:

_____

John Kragt, City Attorney, City of Colfax