



# MONROE CITY COUNCIL

## Agenda Bill No. 19-132

<b>SUBJECT:</b>	<b>Authorize Mayor to Sign Sky Valley Food Bank/Monroe Boys &amp; Girls Club Joint Parking License Agreement</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/11/2019	Administration Public Works	Deborah Knight Brad Feilberg	Brad Feilberg	<b>Consent Agenda #11</b>

**Discussion:** 11/27/2018, 06/11/2019  
**Attachments:** 1. Joint Parking License Agreement

**REQUESTED ACTION:** Move to authorize Mayor to sign the Sky Valley Food Bank / Monroe Boys & Girls Club Joint Parking License Agreement; and expressly authorize further minor revisions deemed necessary or appropriate.

### POLICY CONSIDERATIONS

*Acting as the property owner, the City Council can choose to approve the Joint Parking License Agreement.*

### DESCRIPTION/BACKGROUND

The City owns the property and facilities used by both the Sky Valley Food Bank (located at 223 Sky River Parkway) and the Monroe Boys & Girls Club (located at 261 Sky River Parkway).

The two parties and the City (as property owner) entered in to a joint parking license agreement in 2006 allowing clients of both organizations to use the parking area located between the two buildings. This agreement referenced the property lease agreements between the City and the parties in effect at the time and states that the parking “license shall run concurrently with the Food Bank Lease, as may be amended, and shall terminate upon termination of the Food Bank Lease.” Unfortunately, in 2008 the City and the Food Bank entered into a new lease rather than amending the 1998 lease in effect at the commencement of the 2006 joint parking license agreement, thus terminating the 2006 joint parking license agreement.

The City Attorney has reviewed the proposed joint parking license agreement. The agreement is essentially the same as the original agreement except for some indemnification language modified by the City Attorney.

### FISCAL IMPACTS

There are no fiscal impacts associated with approval of the joint parking license agreement.

### TIME CONSTRAINTS

N/A

### ALTERNATIVES

N/A

**JOINT PARKING LICENSE AGREEMENT**

This Agreement is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and among Sky Valley Food Bank, a Washington nonprofit corporation (“Food Bank”), The Boys & Girls Club of Snohomish County, a Washington nonprofit corporation (“Boys & Girls Club”), and the City of Monroe, a Washington municipal corporation (“City”).

WHEREAS, pursuant to that certain lease (“Food Bank Lease”), dated June 11, 2019, by and between the City and the Food Bank, the City leases to Food Bank that certain property located at 233 Sky River Parkway, Monroe, WA 98272-2170 as legally described in Exhibit A hereto (“Food Bank facility”); and

WHEREAS, pursuant to that certain lease (“Boys & Girls Club Lease”) dated April 23, 1998, as amended, by and between the City and the Boys & Girls Club, the City leases to the Boys & Girls Club that certain property located at 261 Sky River Parkway, Monroe, WA 98272-2170 and as legally described in Exhibit B hereto (“Boys & Girls Club facility”) (the Boys & Girls Club and Food Bank facilities are referred to collectively as “Properties”); and

WHEREAS, Monroe Municipal Code Sections 18.86.070 and 18.86.080 allow for joint or cooperative use of parking facilities in order to satisfy parking requirements of the Monroe Municipal Code; and

WHEREAS, the Boys & Girls Club and Food Bank wish to enter into an agreement for joint use of the Properties’ parking areas pursuant to MMC 18.86.070 and 18.86.080 in order to comply with the requirements for joint parking; and

WHEREAS, by decision dated October 17, 2018, the City’s Building Official has determined that the joint parking proposal authorized in this Agreement satisfies the applicable criteria for approval pursuant to MMC 18.86.070 through 080; and

WHEREAS, the City, as the owner of the Properties, wishes to consent to the joint use of the parking facilities on the Properties.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves, and their heirs, successors, and assigns as follows:

1 City and Boys & Girls Club hereby grant to Food Bank and its employees, agents, customers, guests, and invitees, a non-exclusive, revocable license to enter onto the Boys & Girls Club facility to use the parking facilities on the property legally described in Exhibit B hereto, and for pedestrian and vehicular access to said parking facility. This license shall run concurrently with the Boys & Girls Club Lease, as may be amended, and shall terminate upon termination of the Boys & Girls Club Lease, unless terminated earlier by the City.

2 City and Food Bank hereby grant to Boys & Girls Club and its employees, agents, customers, guests, and invitees, a non-exclusive, revocable license to enter onto the Food Bank facility to use the parking facilities on the property legally described in Exhibit A hereto, and for pedestrian and vehicular access to said parking facility. This license shall run concurrently with

the Food Bank Lease, as may be amended, and shall terminate upon termination of the Food Bank Lease, unless terminated earlier by the City.

3 Food Bank and Boys & Girls Club hereby agree, jointly and severally, to hold harmless, indemnify and defend the City, its officers, agents, consultants and employees, from and against any and all claims, losses, or liability, including attorneys' fees, for injuries, sickness or death of persons, including without limitation employees of the Food bank or Boys & Girls Club, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Food Bank or Boys & Girls Club, their officers, agents, consultants or employees, and/or the use of the Properties hereunder by any of their respective employees, agents, customers, guests and invitees, in connection with the rights granted by this Agreement, provided, however, that

A The obligations of Food Bank and Boys & Girls Club to indemnify, defend and hold City harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees, and

B Food Bank and Boys & Girls Club further agrees that this hold harmless, defense and indemnification provision applies to any condition of the Properties, patent or latent. Food Bank and Boys & Girls Club assume full risk of access to the Properties by their employees, agents, customers, guests, and invitees, and are fully responsible for determining whether the Properties are safe for their purposes. City makes no representation as to whether the Properties are safe or suitable for the purposes of Food Bank and Boys & Girls Club.

C. The provisions of this Section 3 shall survive the expiration or termination of this Agreement.

4 This Agreement shall not be modified or terminated without the consent of the City. This Agreement may be modified or terminated to the extent justified by a change in parking needs by either of the parties to this Agreement. The City of Monroe shall also have the authority to enforce the terms of this Agreement, and/or to terminate this Agreement upon 60 days written notice if the City determines in its sole discretion that the Properties, or any portion thereof, are required for another City purpose.

5 Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the specific subject matter herein, specifically including without limitation the parties' previous Joint Parking License Agreement dated December 19, 2006. There are no other understandings or agreements between them.

6 Recording. This Agreement shall be filed with the Monroe City Clerk for recording pursuant to MMC 18.86.080.

SKY VALLEY FOOD BANK

BOYS & GIRLS CLUB OF SNOHOMISH COUNTY

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

CITY OF MONROE

\_\_\_\_\_  
Geoffrey Thomas, Mayor

ATTEST/AUTHENTICATED

\_\_\_\_\_  
Elizabeth Adkisson, MMC, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Office of the City Attorney

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that s/he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **Sky Valley Food Bank** to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED \_\_\_\_\_, 2019

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that s/he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **Boys & Girls Club of Snohomish County** to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED \_\_\_\_\_, 2019

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) SS  
COUNTY OF SNOHOMISH        )

I certify that I know or have satisfactory evidence that Geoffrey Thomas is the person who appeared before me, and said person acknowledged that s/he was authorized to execute the instrument and acknowledged it as the Mayor of **City of Monroe** to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED \_\_\_\_\_, 2019

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF FOOD BANK FACILITY**

**Sky Valley Food Bank**

- Parcel ID: 00558300800900
- Address: 233 Sky River Parkway (previous address – 784 Village Way)
- Legal Description: ROBERTS BROS 1<sup>ST</sup> ADD TO MONROE BLK 008 D-00 TH PTN OF LOT 9 DAF COM SE COR OF SD LOT 9 TPB TH S88\*46 31W 116 38 FT TO SW COR OF SD LOT 9 TN N01\*1150W 9 37FT TN N88\*50 05E 116 38FT TO E LN OF SD LOT 9 TH S01\*12 21E 9 25FT TO POB & TGW ALL LOTS 10, 11 & 12 & ALSO TGW TH PTN VAC PARK ST LY ADJ TO LOT 7 THRU 12 INCL & TGW TH PTN OF ALLEY VAC BY CITY OF MON ORD NO 934 PER BLA REC AF N09008090343 AKA PARCEL E SD BLA.

**EXHIBIT B**

**LEGAL DESCRIPTION OF BOYS & GIRLS CLUB FACILITY**

Monroe Boys & Girls Club

- Parcel ID: 00484600400100
- Address: 261 Sky River Parkway (previous address – 816 Village Way)
- Legal Description: Section 1 Township 27 Range 6 Quarter SE KELSEY S 1<sup>ST</sup> ADD TO MONROE BLK 005 D-00 – TH PTN OF SW1/4 SE1/4 & SE1/4 SW1/4 SEC 1-27-6 DAF – BEG AT S1/4 COR SD SEC TH 289\*09 54W ALG S LN SD SW1/4 74 40FT TO TACK IN LEAD PLUG PER SURV AFN 9605075005 TH N00\*00 00E 162 82FT TAP OF CRV TO L HAVG RAD OF 284 52FT TH NLY ALG SD CRV ARC DIST 141 69FT & CONS C/A OF 28\*31'59" TH N28\*31 57W 58 66FT TAP ON S LN OF LOT 11 MAIN STREET VILLGE PLAT TH N61\*28 03E ALG SD 8 LN 142 61FT TO SE COR SD LOT 11 BEING PT ON E LON SD SW1/4 TH N01\*36 14W ALG SD E LN 22 70 FT TOWLY PROLNG OF N LN LOT 2 BLK 4 KELSEY'S 1<sup>ST</sup> ADD TO MONROE TH N88\*45 12E ALG SD PROLNG & N LN SD LOT 2 DIST 160 31FT TO C/L OF VAC PARK ST PER MONROE CITY ORD NO 253 TH S01\*31 22E ALG SD C/L 171 35FT TO C/L OF VAC TERRACE ST PER MONROE CITY ORD NO 253 TH N88\*39 57E ALG SD C/L 22 59FT TO NLY PROLNG OF E LN OF LOT 8 BLK 5 SD PLAT OF KELSEY'S FIRST ADD TO MONROE TH S01\*35 54E ALG SD PROLNG & ALG SD E LN 268 57FT TO SE COR SD LOT 8 TH S88\*39 57W ALG S LN LOTS 8 & 9 SD BLK 5 DIST 182 63FT TO POB (AKA PARCEL C OF CITY MONROE BLA #BA200306 AFN 200308205005)