

*Church Amended Draft*

**Draft AGREEMENT**

**RECEIVED**  
CCT 23 2015  
BY: \_\_\_\_\_

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Langley (the City), a municipal corporation as established by the State of Washington, and the Langley United Methodist Church (the Church).

WHEREAS, the Church owns a plot of land located on the northwest corner of Anthes Avenue and Third Street that it uses for parking purposes, and

WHEREAS, the City of Langley is in need of short term public parking to accommodate, visitors to downtown; and

WHEREAS, the needs of the City for short term public parking are complementary to the needs of the church for the use of the parking lot in terms of the differing times of use; and

WHEREAS, the City and the Church have previously agreed to share the use of this parking lot;

NOW, THEREFORE, The City of Langley and the Langley United Methodist Church hereby agree as follows:

1. The Church will retain full ownership and control of the property.
2. The Church will retain responsibility for the normal operation and routine maintenance of the property.
3. The Church reserves the right to restrict access to and public use of the parking lot, as set forth herein.
4. The Church will continue to allow the free, public use of the parking lot during weekdays and Saturdays, except when needed by the Church for events that include, but are not limited to, weddings and funerals.
5. The Church reserves the right to allow public parking under special circumstances during the three-day annual Choochokam Festival, during which time the Church may levy parking fees for public use of the parking lot.
6. The Church agrees to make a good faith effort to provide the City with 48 hours' notice in advance of lot closure for weddings, funerals, and other special events, with the mutual understanding that such 48-hour notice is not always possible.

In full and fair consideration of the Church permitting the City to use the lot for public purposes, the City hereby agrees to perform specific maintenance of the parking lot by filling and patching holes in the asphalt surface, as needed; by striping the parking lot when needed; and by sweeping the lot twice per year.

In the event of unforeseen circumstances, the parties agree to enter into good faith negotiations to resolve the issue.

**TERM AND TERMINATION**

This Agreement is valid for a period of three (3) years from the date of the agreement. It may be renewed for additional three (3) year periods by mutual agreement between the parties. This agreement may be terminated by Church or the City at any time upon the giving of ninety (90) days written notice of intent to terminate.

**INDEMNITY OF CHURCH BY THE CITY.**

City shall indemnify, save harmless and, at Church's option, defend Church and the Pacific Northwest Annual Conference United Methodist Church (Conference), and their respective management agents, directors, trustees, and officers, if any, principals, officers, agents, servants, employees, and contractors from and against all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees, costs, and expenses incurred by Church and/or Conference in connection with any loss of life, personal injury or damage to property or business

arising out of or in any way connected with the public's (other than Church members') use of the property for public purposes, the condition, use, maintenance, repair or occupancy of the property related to such purposes, or in any way arising out of activities on the property for such purposes by City or its agents, employees, servants, invitees or contractors.

**City specifically and expressly waives any immunity that may be granted it under the washington state industrial act, title 51 rcw OR SIMILAR LAW. Further the indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefit acts; provided city's waiver of immunity by the provisions of this paragraph extends only to claims against city by Church and conference, and does not include, or extend to, any claims by city's employees/ volunteers directly against City.**

**COMPLETE AGREEMENT**

This document constitutes the complete agreement between the parties. The Church and the City acknowledge that no other outside agreement, either verbal or in writing, exists. This agreement supersedes any previous agreement between the parties.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015, by

\_\_\_\_\_  
Trustees, Langley United Methodist Church

\_\_\_\_\_  
City of Langley