



2060 HOUSING TRUST FUND AGREEMENT

This AGREEMENT is made and effective as of the date of the Mayor’s signature below and is between the City of Everett, a Washington municipal corporation (the “*City*”), and the Subrecipient identified in the Basic Provisions below (“*Subrecipient*”). This Agreement includes the Basic Provisions and the attached General Provisions. The City Council, pursuant to the recommendations of its Citizen Advisory Committee, has authorized the City to expend 2060 Affordable Housing Trust Fund monies for the project specified in this Agreement in accordance with the provisions of this Agreement.

BASIC PROVISIONS	
Award Year	2023
Subrecipient	Cocoon House
	3530 Colby Ave Everett, WA 98201
	Subrecipient Contact Name: Joseph Alonzo
	Subrecipient Contact Email: joseph.alonzo@cocoonhouse.org
	Subrecipient UEI#: W1R2TL4LMVY7
	Subrecipient EIN/TIN: 91-1497667
Agreement Number	AHTF-2023-01
Project Name	Cocoon House Transitions

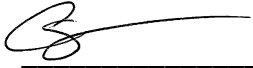
<p>Project Summary Description</p>	<p>The City has available in its 2060 Housing Trust Fund certain money to be used to support housing projects or units within housing projects that are affordable to very low-income persons, as defined in this Agreement. Subrecipient will use the 2060 funds granted under this Agreement for operations for its shelter located in Everett, WA to provide housing to homeless and very low-income persons, with Subrecipient’s shelter being used for the provision of emergency housing to unhoused persons. A short summary description of the specific Project and number of beds provided under this Agreement is as follows:</p> <p>The Transitions Shelter will serve homeless and at-risk youth ages 15-17 with a capacity of 13 beds for overnight stays.</p>	
<p>Project Period</p>	<p>Beginning Date: July 1, 2023 Completion Date: June 30, 2024</p>	
<p>Request for Reimbursement Deadline Date</p>	<p>July 31, 2024</p>	
<p>Budget and Maximum Reimbursement Amount</p>	<p>Salaries & benefits</p>	<p>\$41,500.00</p>
	<p>Operations</p>	<p>\$0.00</p>
	<p>Total (which is the Maximum Reimbursement Amount)</p>	<p>\$41,500.00</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Subrecipient have executed this Agreement.

**CITY OF EVERETT
WASHINGTON**

COCOON HOUSE



Cassie Franklin, Mayor

Signature: Joseph Alonzo

Name of Signer: Joseph Alonzo

Signer's Email Address:

joseph.alonzo@cocoonhouse.org

Title of Signer: CEO

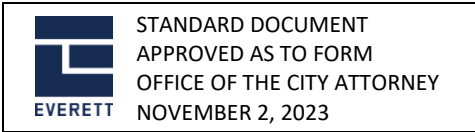
01/19/2024

Date

ATTEST



Office of the City Clerk



**ATTACHMENT
2060 HOUSING TRUST FUND AGREEMENT
(GENERAL PROVISIONS)**

I. Project Scope of Services

- A. Subrecipient shall perform or cause to be performed the project summarized in the Basic Provisions. This project is more specifically described in AmpliFund under the Agreement Number referred to in the Basic Provisions. The project as described in AmpliFund is referred to in this Agreement as the **“Project.”** AmpliFund is the City’s online Grant Management Software program for grant management, payment submission, accomplishment tracking, and additional responsibilities from Subrecipient as needed for City monitoring.
- B. The City agrees to reimburse Subrecipient an amount not to exceed the Maximum Reimbursement Amount in the Basic Provisions. Such funds shall be expended during the Project Period as described herein in accordance with the provisions of this Agreement and the rules, regulations and laws applicable to the expenditure of general fund monies by the City.
- C. Residents of the City of Everett, Washington must benefit from the Project funded in accordance with this Agreement. For the purposes of this Agreement, a resident of the City of Everett is a person who resides within the city limits established by the City’s Planning and Zoning maps.
- D. In this Agreement, **“Very Low-Income”** means gross annual household income (at the time of initial occupancy) is not more than fifty percent (50%) of the annual median income for the Seattle-Bellevue-Everett metropolitan statistical area, adjusted for household size, as estimated from time to time by the U.S. Department of Housing & Urban Development (HUD).

II. Time of Performance

- A. The term "Project Period" as used in this Agreement means the period of time between the beginning date Agreement stated in the Basic Provisions and the completion date stated in the Basic Provisions.
- B. Subrecipient shall commence work on the Project within thirty (30) days of the date of execution of this Agreement. Subrecipient shall work expeditiously, diligently and continuously to complete the Project to the reasonable satisfaction of the City on or before the end of the Project Period.

III. Compensation

- A. **The "Grant Manager" for the Project will be assigned by Subrecipient in AmpliFund at the beginning of the Project Period.** The Grant Manager may be changed by Subrecipient, but only upon written notice to the City’s Community Development Manager. **The Grant Manager shall be responsible for executing request for fund reimbursements, known as “Pay Requests,” in AmpliFund.**
- B. Subject to the terms and conditions of this Agreement, the City shall reimburse Subrecipient a sum not to exceed the Maximum Reimbursement Amount (stated in the Basic Provisions) for undertaking the Project. Any funds not paid to Subrecipient within

the Project Period shall remain the property of the City and Subrecipient loses all legal entitlement to such funds. **Requests for Reimbursement must be received by the City no later than Request for Reimbursement Deadline Date (stated in the Basic Provisions) to qualify for payment under this Agreement.**

- B. Subrecipient will be paid in accordance with the terms and conditions of this Agreement and in accordance with the projected budget set forth for the Project in AmpliFund and incorporated herein by reference. A summary of the Project Budget is shown in the Basic Provisions.
- C. In all news releases and other public notices related to the Project funded under this Agreement, Subrecipient shall include information identifying the source of funds as the City of Everett 2060 Housing Trust Fund.
- D. The Project shelter shall be operated as a shelter available exclusively to occupants whose gross annual household income (at the time of initial occupancy) is not more than fifty percent (50%) of the annual median income for the Seattle-Bellevue-Everett metropolitan statistical area, adjusted for household size, as estimated from time to time by the U.S. Department of Housing & Urban Development (HUD). If at any future time HUD ceases issuing such median household estimates, the income requirements for occupants under this Agreement shall be as determined by the City. Subrecipient shall verify the income of tenants/occupants of units assisted under this Agreement (Assisted Units) only in accordance with methods prescribed by or agreed to by the City.

IV. Term of Agreement

Project services of Subrecipient shall start on the Beginning Date in the Basic Provisions. The term of this Agreement shall be extended to cover any additional time period during which Subrecipient remains in control of 2060 funds or other assets. Unless otherwise determined by the City, the term of this Agreement will not expire or terminate until all Subrecipient Project requirements are completed. The City may, at its discretion, extend the term of this Agreement to allow for the expenditure of unexpended funds. This Agreement may be terminated by the City prior to its expiration date effective on written notice to Subrecipient.

V. Reports, Payment and Disbursements

- A. Subrecipient shall fill out and submit to the City, in AmpliFund, requests for reimbursement for the period in which expenses are incurred.
- B. Disbursements by the City under this Agreement shall be on a reimbursement basis covering actual expenditures by Subrecipient or obligations of Subrecipient currently due and owing, but not paid. Disbursements shall be limited to allowable costs and shall be made only upon the occurrence of all the following, in addition to compliance with all other conditions contained in this Agreement:
 - 1. Receipt by the City of a reimbursement request in AmpliFund through Pay Requests and supplemental Expense Reports that are supported by copies of vouchers, invoices, salary and wage summaries, or other acceptable documentation; and
 - 2. A determination by the City that Subrecipient is in compliance with all Agreement provisions.
- C. The City will not process claims for reimbursement until all supporting documentation is provided in the correct and proper format. The City reserves the right to deny or

withhold payments pending timely delivery of documents as may be required under this Agreement.

VI. Property Taxes and Utilities

Property taxes and utilities on the Project premises shall be brought current through the date of execution of this Agreement. In the event Subrecipient does not bring such taxes and utilities current prior to such execution, Subrecipient agrees to pay such taxes and utilities within ten (10) days after the date of executing this Agreement and to provide to the City evidence of such payment. During the term of this Agreement, Subrecipient shall pay all property taxes, if any, and utility billings as they become due and payable and shall keep the Project premises free and clear of any liens for unpaid property taxes and utility billings.

VII. Management of the Project

A. In General

Subrecipient agrees to keep the Project premises in good condition and repair; not to remove or demolish any building thereon; and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Project premises or requiring any alterations or improvements to be made; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon the Project premises in violation of law; and to do all other acts which from the character or use of the Premises may be reasonably necessary to preserve and conserve its value.

B. Occupancy Practices

Subrecipient shall provide shelter housing to eligible residents as set forth in the Agreement. Subrecipient further agrees as follows:

1. Subrecipient shall market and assign all units in a manner which ensures equal access to all persons in any category protected by Federal, State, or local laws governing discrimination.
2. In regard to all units on the Project premises, Subrecipient shall not discriminate against any prospective resident or actual resident on the basis of race, religion, ethnic or national origin, gender, sexual orientation, age, disability, marital status, or any other factor which violates any applicable State, Federal, or local law governing discrimination in housing.

C. Occupancy Procedures

Subrecipient shall establish occupancy procedures that shall include at least the following:

1. Each eligible applicant selected to receive shelter shall enter into a written occupancy agreement with Subrecipient which shall contain those provisions as are required by Washington State law.
2. Subrecipient shall establish reasonable rules of conduct and occupancy which shall be consistent with State and Federal law. The rules shall be in writing and shall be given to each resident.

D. Resident Services on the Premises

If resident services are provided on-site, Subrecipient shall provide the following on the Premises:

1. Residents shall be eligible to receive support services, including on-site case management services, provided by the service provider community.
2. Subrecipient agrees to maintain a contact list of service providers and to refer residents to appropriate providers when the provision of services will be of benefit to the residents.

VIII. Insurance

Subrecipient shall comply with the following insurance provisions:

A. Commercial General Liability insurance

Subrecipient shall obtain and maintain continuously at their own expense, for the term of this Agreement, Commercial General Liability insurance for the activities and services of this Agreement, with a carrier subject to the approval of the City. Minimum limit of coverage shall be \$1,000,000 per occurrence. Claims-made Commercial General Liability coverage will not be accepted.

Such insurance shall be endorsed to include a "Cross Liability Endorsement," "Severability of Interests," or "Separation of Insured's" provision, indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought."

Prior to the execution of this Agreement, the Owner shall provide the City a certificate of insurance with additional insured endorsement as evidence of coverage and have City of Everett, its officers, elected officials, agents and employees named on its policy as an additional insured. Approval of insurance is a condition precedent to approval of this Agreement by Risk Management. All insurance shall be placed with insurance carriers licensed to do business in Washington State and with carriers subject to approval by the City.

B. Professional Services

If Subrecipient is providing a professional service, Professional Liability Insurance is required: a minimum limit of coverage shall be \$1,000,000 per occurrence. The policy shall have a retroactive date prior to or coincident with the date of this Agreement, and the policy shall state the retroactive date. Subrecipient shall maintain coverage for the duration of this Agreement and for a minimum of three years following termination of this Agreement. Subrecipient shall annually provide the City with proof of renewal. If renewal of the coverage becomes unavailable, or economically unavailable (i.e., premiums quoted exceed ten per cent (10%) of the limits of liability), Subrecipient shall notify the City in writing of such unavailability and shall secure comparable coverage from another carrier acceptable to the City prior to expiration of the existing policy.

C. Workers' Compensation

Subrecipient shall provide or purchase Workers' Compensation Insurance coverage to meet the Washington state industrial insurance regulations and cause any contractors or subcontractors working on behalf of the Owner to also carry such insurance prior to performing work on the Project. The City will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Owner, its employees,

consultants, Project contractors or subcontractors, which might arise under the Washington state industrial insurance laws that address workers' compensation.

D. **General Requirements**

Insurance shall be placed with insurance carriers licensed to do business in the State of Washington and with carriers subject to approval by the City. Insurance carriers providing insurance in accordance with this Agreement shall be acceptable to the City.

Prior to the execution of this Agreement, the Owner shall provide the City a certificate of insurance with additional insured endorsement as evidence of coverage in accordance with this Agreement.

The City maintains the right to receive a certified copy of all insurance policies. Subrecipient's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice has been given to the City.

Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for Subrecipient.

Subrecipient's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Subrecipient's insurance and shall not contribute with it.

IX. Environmental Review

Subrecipient retains responsibility for fulfilling the requirements of the State Environmental Policy Act (SEPA) and regulations and ordinances adopted thereunder.

X. Audits; Inspections

Subrecipient agrees that it and the Project are subject to audit by the City and to recovery for any audit exception which occurs due to its negligence or failure to comply with the terms of this Agreement.

At any time during the term of this Agreement, the City or its designee may enter and inspect the physical premises of Subrecipient's office and inspect all accounting and other records pertaining to the Project.

XI. Breach by Subrecipient; Remedies

In the event of a material breach of any of the provisions of this Agreement by the Owner, the City may give written notice thereof to by mail addressed to the Owner at the notice address in the Basic Provisions. If such violation is not corrected to the satisfaction of the City within thirty (30) days after the date such notice is mailed (or within such shorter or longer time as the City, in its sole discretion, may determine), the City may, without further prior notice, declare in writing a default under this Agreement, and terminate or suspend this Agreement

The City also may, if it deems it appropriate, apply to any court, State or Federal, for remedy for breach of Agreement; for specific performance of this Agreement; for an injunction against any violation by Subrecipient of this Agreement; for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement; or for such other and further relief as may be appropriate, it being agreed by Subrecipient that the injury to the City arising

from a default under and of the terms of this Agreement would be irreparable and that it would be extremely difficult to ascertain the amount of compensation to the City which would afford adequate relief, in light of the purposes and policies of the 2060 Housing Trust Fund. As an alternative, the City may, in its sole discretion, submit the matter to arbitration.

XII. Nonwaiver of Breach

The City's failure to insist upon strict performance of any of the terms of this Agreement, or to exercise any rights or remedies herein, or its acceptance of any defective performance in any one or more instances, shall not be construed to be a waiver or relinquishment of any rights, and shall not prevent the City from pursuing that or any other right at any future time.

XIII. Governing Law/Venue

This Agreement has been and shall be construed as having been entered into and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this 2060 HTF Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and by applicable Federal laws and regulations. Exclusive venue for any lawsuit arising out of this Agreement shall be in the Superior Court for Snohomish County, Washington.

XIV. Personnel

- A. The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results to be achieved. The implementation of the Project will lie solely with Subrecipient. No agent, employee, or representative of Subrecipient shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of Subrecipient are not entitled to any of the benefits the City provides for City employees. Subrecipient will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, during the performance of this Agreement.
- B. Subrecipient shall provide all personnel required to perform the Project under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All personnel engaged in the work pursuant to this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such service.
- C. Subrecipient shall be responsible for supervision of the Project.
- D. No member of Subrecipient's governing body or its personnel shall have any direct or indirect personal financial interest in this Agreement which affects his/her personal interest or the interest of any private corporation, partnership or association in which he/she is directly or indirectly interested. For the purposes of this section, partial ownership of publicly traded businesses is not a "direct or indirect interest" unless such partial ownership is sufficiently large as to be able to control the business in whole or in part.

XV. Hold Harmless Provision

- A. Except as otherwise provided in this section, Subrecipient hereby agrees to defend and indemnify and hold harmless the City from any and all Claims arising out of, in connection with, or incident to (1) any breach of this Agreement or (2) any negligent or intentional acts, errors, omissions, or conduct by Subrecipient (or its employees, agents,

representatives subcontractors/subconsultants) relating to this Agreement. Subrecipient is obligated to defend and indemnify and hold harmless the City pursuant to this section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Subrecipient's duty to defend and indemnify and hold harmless pursuant to this section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Subrecipient. Subrecipient shall not indemnify the City for Claims caused solely by the negligence of the City. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Subrecipient employs or engages subconsultants or subcontractors, then Subrecipient shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as Subrecipient pursuant to this section.

- B. Subrecipient agrees to release, indemnify and promises to defend and save harmless the City and its officers, agents and employees from any and all liability of any nature or kind, including all costs and legal expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured for use in the performance of the Agreement, including its use by the City unless otherwise specifically stipulated in this Agreement.
- C. Subrecipient shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other employer taxes and contributions, including but not limited to industrial insurance (Workmen's Compensation), and Subrecipient agrees to hold the City harmless and indemnify the City from claims, valid or otherwise, made to the City because of these obligations.

XVI. Severability

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be invalid or void, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall remain in full force and effect and shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statute or ordinance of the United States, the State of Washington, or City of Everett, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XVII. Notices

Notices and other communications by and between the parties hereto shall be in writing, shall be personally delivered or sent by mail and shall addressed as follows:

CITY:

Vicki Dorway
City of Everett

SUBRECIPIENT:

As set forth in the Basic Provisions

Planning and Community Development
2930 Wetmore Avenue
Suite 8A
Everett, WA 98201

Notice to Subrecipient may be to Subrecipient email address in the Basic Provisions. Either party may change the address to which notices or other communications shall be sent, by notice to the other party in the manner and with the effect set forth in this section.

XVIII. Assignability of Obligations

Subrecipient shall not assign any of its obligations under this Agreement without City written approval, but shall remain obligated at all times to perform according to the terms of Agreement.

XIX. Entire Agreement; Modification

This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the parties hereto.

XX. Time of the Essence

Time is of the essence in the performance of each party's obligations under this Agreement. Each party will carry out its obligations under this Agreement diligently and in good faith.

XXI. Signature

This Agreement is signed with AdobeSign, and AdobeSign signatures are fully binding.











2023 AHTF 2060 Agreement Cocoon House_1.17.24_SD

Final Audit Report

2024-01-19


Created:	2024-01-19
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
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-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document e-signed by Joseph Alonzo (joseph.alonzo@cocoonhouse.org)
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Signature Date: 2024-01-19 - 6:01:56 PM GMT - Time Source: server

 Agreement completed.

2024-01-19 - 6:01:56 PM GMT